



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, February 7, 2017

1:30 PM

*Gulfport City Hall
Council Chambers*

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes

- 1 Approval of minutes - for January 17, 2017.

Planning / Ordinances / Code Enforcement

- 2 Objection - to Planning Commission denial to rezone property from R-1-7.5 (Single Family) to B-1 (Neighborhood Business) located north of O'neal Road, south of River Road, east of and adjacent to Sheldon Street, and west of and adjacent to Highway 605 - Case# 1612PC162 - Ward 6.
- 3 Objection - to Planning Commission recommendation to resubdivide 3 parcels into 6, zoned R-1-7.5 (Single Family) located north of and adjacent to Beach Drive, south of Burke Street, east of and adjacent to Southern Circle, and west of Mockingbird Lane - Case# 1612PC167 - Ward 2.
- 4 Ordinance - repealing and deleting Chapter 5, Article VI of the Code of Ordinances of the City of Gulfport, Mississippi related to scrap metal dealers in the City of Gulfport.
- 5 Ordinance - providing for the Salary of Compensation for certain positions of the City of Gulfport, Mississippi and for related purposes - Public Works Department.

- 6 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.

Resolutions

- 7 Resolution - approving Purchase Agreement with MUSCO and financing agreement with First American for purchase of lighting for Sportsplex Expansion and authorizing the Mayor to execute the same.
- 8 Resolution - approving One Year Extension of Master Engineering Services Agreements 2014 and authorizing the Mayor to execute the same.
- 9 Resolution - approving Amendment #1 to Professional Services Agreement with Norman "Pat" Pope for domestic violence prosecutor services and authorizing the Mayor to execute the same.
- 10 Resolution - expanding the boundaries of Gulfport Main Street area to include the section of land between 25th Avenue and 30th Avenue, from the railroad tracks to 19th Street and for related purposes.
- 11 Resolution - requesting assistance of the Harrison County Board of Supervisors with respect to improvements to the Francis X. Collins Park in the City of Gulfport, Mississippi, and for related purposes.
- 12 Resolution - requesting assistance of the Harrison County Board of Supervisors with respect to improvements to the Silver Ridge Park in the City of Gulfport, Mississippi, and for related purposes.
- 13 Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to the re-surfacing of a portion of Woodward Avenue in the City of Gulfport, Mississippi, and for related purposes.
- 14 Resolution - by the Gulfport City Council authorizing the filing of an application for Federal Surface Transportation Program (STO) funding for 20th Avenue Improvements at the Mississippi Aquarium and committing the necessary non-federal match for the project, and for related purposes.

Budget Amendments / Docket of Claims

- 15 Budget Amendment #15 - re-allocating unused Capital Project funds to the Sportsplex Expansion Project.

- 16 Docket of Claims - to be approved through February 8, 2017.

Routine Agenda

- 17 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 18 Ratification - of executed Lease Agreement with Mississippi Power for lighting services - to be made a part of the minutes.
- 19 Ratification - of executed Lease Agreement between City of Gulfport and Yamaha for golf carts - to be made a part of the minutes.
- 20 Privilege Licenses - for the month of December 2016 - to be made a part of the minutes.
- 21 Letter - regarding request of one (1) year Extension to Armed and Unarmed Security Guard Services Agreement with Swetman Security.
- 22 Letter - regarding Emergency Purchase Authorization related to Little Tandy sewer force main failure - to be made a part of the minutes.
- 23 Request - to approve recommendation regarding RFP for Concession Sales & Operations - Leisure Services Department.
- 24 Letter - regarding RFP for Multi-Function Copier, Scanner and Printer Lease Services.
- 25 Letter - regarding bids received by Purchasing for Envelopes - Utility Billing Department - to be made a part of the minutes.
- 26 Letter - regarding bids received by Purchasing for Coated Chassis Kits - Police Department - to be made a part of the minutes.
- 27 Letter - regarding bids received by Purchasing for Uniform Shirts – Police Department – to be made a part of the minutes.
- 28 Letter - regarding bids received by Purchasing for Light Bar/Sirens - Police Department - be made a part of the minutes.
- 29 Letter - regarding bids received by Purchasing for a Leveling Pipe Lifter - Public Works - to be made a part of the minutes.

- 30** Letter - regarding bids received by Purchasing for a Pump-able Flow-able Fill - Public Works - to be made a part of the minutes.
- 31** Letter - regarding the purchase of heavy equipment from NJPA Cooperative Contract - Leisure Services Department - to be made a part of the minutes.
- 32** Letter - regarding bids received by Purchasing for Flatbed Equipment Trailer – Leisure Services Department – to be made a part of the minutes.
- 33** Legal Notice - advertisement for bids for Grounds Maintenance - Leisure Services Department.
- 34** Legal Notice - advertisement for RFP for On-Line Benefits Provider.
- 35** Request For Proposals - advertising for Repairs and/or Upgrades to the Sportsplex Marquee Sign.

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

- **Ms. Ramona Allen**
- **Mr. Douglas L. Thomas**
- **Ms. Susie Woods**
- **Firefighter Judson Renner**
- **Mrs. Minnie Lee Hollimon**

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 01/30/2017

Subject: Approval of minutes - for January 17, 2017.

Recommendation:



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, January 17, 2017

1:30 PM

*Gulfport City Hall
Council Chambers*

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

The Mayor and Members of the Council met at City Hall at 1:30 P.M. on the above date, same being an adjourned meeting from a regular council meeting held on January 3, 2017 at 1:30 P.M.

Present: Mayor Billy Hewes; General Counsel Hugh Keating; Council Members Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers and Cara Pucheu.

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

Agenda Order Confirmation or Adjustment of the Agenda

Motion to Approve Agenda as Presented, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Presentation Agenda

- **Mayor's Report**

The President called for the Mayor's Report.

The Mayor announced the National Day of Racial Healing Dinner tonight at Cafe' Climb at 6:00 P.M. and invited the public to attend.

An official presentation was awarded to Public Works directors and staff members by Mr. Chuck Williams, Region 6 Director of the American Public Works Association on recent accreditation by the APWA. Of note is that the City of Gulfport is the only municipality to hold this distinction within the State of Mississippi. Governor Phil Bryant has, in addition, issued a proclamation for this award, which is forthcoming.

Lt. Joseph Ashmore, Patrol Division with the Gulfport Police Department is awarded the 20-Year Service Pin.

The next Blue Crew game will be with the D'Iberville Police Dept. and D'Iberville High School Solution team, and will be held at Gulfport High School on January 26, 7:00 p.m. Admission is free!

Policy Issues

Minutes / Appointment

- 1 Approval of minutes - for January 3, 2017.

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu
- 2 Request - to ratify the appointment of Alex North to serve on the City of Gulfport Election Commission.

Motion to Approve Appointment, Moved By Ricky Dombrowski, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Code Enforcement / Planning / Ordinances

-
- 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 Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

There being no one present to object, Motion to Close the Code Enforcement Hearing and Approve the Resolution, Moved by Kenneth Casey, **Seconded by** Cara Pucheu
- 4 Ordinance - rezoning property from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus") located north of Beach Drive, south of Township Road,

east of and adjacent to Markham Drive, and west of Phillips Drive - Case # 1611PC152 - Ward 2.

Motion to Adopt the Ordinance Moved By Ricky Dombrowski, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Ordinance 2886

- 5 Ordinance - rezoning property from R-1-15 (Single Family) to B-1 (Neighborhood Business) located north of Huntington Circle, south of Hunters Chase Way, east of Chase Meadow Way, and west of and adjacent to Three Rivers Road - Case # 1612PC161 - Ward 7.

Motion to Adopt the Ordinance, Moved By Cara Pucheu, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Ordinance 2887

- 6 Ordinance - amending section 7-117(c) of the Code of Ordinances of the City of Gulfport related to Animal Control Officer Training, and for related purposes.

Motion to Adopt the Ordinance, Moved By Cara Pucheu, **Seconded by** Ricky Dombrowski

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Ordinance 2888

Resolutions / Recommendations / Requests

- 7 Resolution - approving award to Pileum Corporation for purchase of body worn cameras and related software, to approve contract/agreement between the City and Pileum Corporation and Utility Associates, Inc. for said equipment and software, and authorizing the Mayor to execute the same.

Motion to Approve, Moved By Ricky Dombrowski, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 8 Resolution - approving contract award to J.E. Borries, Inc. for Lay-By Pier - Bert Jones Yacht Basin Project and authorizing the Mayor to execute the same.

Motion to Approve, Moved By Ricky Dombrowski, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 9 Resolution - approving Agreement with Levanway & Associates, PLLC, for legislative affairs and authorizing the Mayor to execute same.

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

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 10 Resolution - requesting assistance of the Harrison County Board of Supervisors with respect to improvements to the East North Gulfport Park, seeking approval of said request by the Board, and for related purposes

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

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 11 Resolution - establishing just compensation for acquisition of parcels related to the Brickyard Bayou Drainage Project, and authorizing the Mayor to execute the same.

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

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 12 Recommendation - accepting Meridian Avenue for Perpetual Maintenance.

Motion to Accept Recommendation, Moved By Kenneth Casey, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 13** Recommendation - approving full and final settlement for construction for Pass Road Traffic Signal System Improvements Project.

Motion to Accept Recommendation, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 14** Request - approving Memorandum of Understanding between the City of Gulfport and Harrison County Development Commission concerning grass maintenance along Seaway Road, and for other related purposes.

Motion to Approve Request, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 15** Request - for special check totaling \$34,534.00 payable to the Mississippi Department of Revenue for 7% sales tax collected from vendors during the Gulfport Harbor Lights Event.

Motion to Approve Request for Special Check, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Budget Amendments / Docket of Claims

- 16** Budget Amendment #12 - requesting increase to Capital Funds in the amount of \$8,676.00, due to receipt of drug-related forfeitures - Police Department.

Motion to Approve, Moved By Ricky Dombrowski, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 17 Budget Amendment #13 - requesting increase to Federal Capital Funds in the amount of \$451,590.36, due to receipt of forfeiture money - Police Department

Motion to Approve, Moved By Ricky Dombrowski, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 18 Budget Amendment #14 - to reallocate unused funds in the amount of \$281,839.00 from Tideland 2013 Yacht Basin Fund to the Tideland 2014 Yacht Basin Fund - Leisure Services.

Motion to Approve, Moved By Ricky Dombrowski, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 19 Docket of Claims - to be approved through January 18, 2017.

Motion to Approve Docket of Claims, in the amount of \$1,788,209.18, Moved By Ricky Dombrowski, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Routine Agenda

Motion to Approve the Routine Agenda as presented, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 20 Resolution - awarding and/or rejecting bids for lot cleanup and/or demolition of certain property within the City of Gulfport and providing for the assessment of costs for said properties.

Approved on the Routine Agenda.

- 21 Associated Adjusters Check Register - for the month of December, 2016 - to be made a part of the minutes.

Approved on the Routine Agenda.

- 22 Biweekly Pay Distribution Journals - for the month of December, 2016 - to be made a part of the minutes.

Approved on the Routine Agenda.

- 23 Year to Date Budget Report - for month ending December 31, 2016 - to be made a part of the minutes.

Approved on the Routine Agenda

- 24 Letter - regarding bid awarded by Purchasing for Mini Excavator Rental - Maintenance Garage - to be made a part of the minutes.

Approved on the Routine Agenda

- 25 Letter - regarding bid awarded by Purchasing for Well Point Pump Rental - Maintenance Garage - to be made a part of the minutes.

Approved on the Routine Agenda

- 26 Letter - regarding bid awarded by Purchasing for Hydraulic Repair Kit - Maintenance Garage - to be made a part of the minutes.

Approved on the Routine Agenda

- 27 Letter - regarding bid awarded by Purchasing for Laptop Computers - Police Department - to be made a part of the minutes.

Approved on the Routine Agenda

- 28 Letter - regarding bids received by Purchasing for Term Contract Group C3 - Hot Bituminous Pavement - to be made a part of the minutes.

Approved on the Routine Agenda

Public Agenda

- Citizen Forum - Up to thirty minutes shall be allowed for public input with a three minute time limit on each speaker.
- As no citizens participated in the forum, the Public Agenda was concluded.

Council Comments

Memorial Adjournment

- Rev. Lee James Adams, Jr.
- Mrs. Joyce "Joy" Dove

Executive Session

Upon advice of General Counsel, Motion to Enter Executive Session at 2:26 P.M., Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

The Council entered executive session at 2:26 P.M. In attendance: Members of the Council: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers and Cara Pucheu; Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Assistant City Attorney Dustin Uselton, Clerk of Council Ronda Cole and Deputy Clerk of Council Cheryl Germany. The Council discussed the need to enter executive session to discuss a litigation matter regarding the Orange Grove Community Center, and a possible street vacation on Westside.

Motion to Exit Executive Session at 2:47 P.M., Moved By Ricky Dombrowski
Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

General Council Hugh Keating stated no official action was taken in Executive Session.

Upon reconvening in open meeting, the following action was taken:

Motion authorizing and approving the expenditure of monies up to \$5,000.00 (from the general fund) to go toward payment of fees and services associated with participating in mediation in connection with the pursuit of the case of City of Gulfport vs. Frank Genzer, Jr., Architects (d/b/a Genzer WHLC, PLLC), Washer Hill Lipscomb (MS), PLLC, and Genzer-WHLC Architecture, Joint Venture to include fees related to use of the mediator and facilities, and to authorize and approve the expenditure of monies up to \$5,000.00 (from the general fund) to go toward the payment of filing fees associated with increasing the City's claim amount for recovery in the above pending arbitration proceeding up to \$1 million in damages, or the maximum amount allowed under the rules of the American Arbitration Association to utilize a single arbitrator, whichever is greater, exclusive of interest, fees, and costs.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Ella Homes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

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 Rev. Lee Adams, Jr. and Mrs. Joyce "Joy" Dove until 1:30 P.M. February 7, 2017 for a regularly scheduled council meeting, Moved By** Ella Homes-Hines, **Seconded by** Ricky Dombrowski

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ricky Dombrowski, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 7, 2017

Re: Objection - to Planning Commission denial to rezone property from R-1-7.5 (Single Family) to B-1 (Neighborhood Business) located north of O'neal Road, south of River Road, east of and adjacent to Sheldon Street, and west of and adjacent to Highway 605 - Case# 1612PC162 - Ward 6.

Claude W. Guinn Jr., property owner, request to rezone the tax parcels 1007M-01-033.000, 1007M-01-038.000, 1007M-01-039.000, 1007M-01-040.000, and 1007M-01-076.000 containing 4.88 acres from R-1-7.5 (Single Family) to B-1 (Neighborhood Business): located north of O'neal Road, south of River Road, east of and adjacent to Sheldon Street, and west of and adjacent to Highway 605, in Ward 6.

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: January 25, 2017

Re: Objection Zoning Map Amendment 1612PC162

Subject: Claude W. Guinn Jr., property owner, request to rezone the tax parcels 1007M-01-033.000, 1007M-01-038.000, 1007M-01-039.000, 1007M-01-040.000, and 1007M-01-076.000 containing 4.88 acres from R-1-7.5 (Single Family) to B-1 (Neighborhood Business): located north of O'neal Road, south of River Road, east of and adjacent to Sheldon Street, and west of and adjacent to Highway 605, in Ward 6.

Planning Staff recommendation: The staff could not substantiate a claim of change in conditions in the neighborhood. Therefore, the staff recommends to deny the request.

Planning Commission recommendation: To accept staff recommendation

Motion: Hewes

Second: Daniels

KEITH WILLIAMS - Chairman
CHARLIE HEWES - yea
VIRGINIA ADOLPH - yea
JOHN ANTHONY - absent
MARTIN WARREN JR - absent
COLETTE TOWLES - yea
B. J. SELLERS - yea
DOUG HANCOCK - yea
WM. PRINCE JONES - yea
MICHAEL DANIELS - yea
EVERETTE LAD LADNER - yea

Action: The rezoning was denied 8-0

Speaking for the Petition: Claude Guinn,

Speaking against the Petition: None

On December 22, 2016, the applicant filed an objection (appeal) to the Planning Commission recommendation.

Please place the attached item on the Council agenda for February 7, 2017.

I APEAL THE DECISION OF THE
PLANNING COMM. CASE #1612PC162 TO
THE CITY COUNCIL FOR A DECISION.

WAS DENIED BECAUSE OF TRAFFIC ON
SHELDON ST. - SHELDON ST. IS A PUBLIC
ROAD AND IS CAPABLE OF HANDLING
ANY TRAFFIC.

Claude Duin

DEC. 22, 2016

228 832 4307



STAFF REPORT (Zoning Map Amendment)

GENERAL INFORMATION

Case File Number: 1612PC162

Hearing Date: December 15, 2016

Current Zoning/Use: R-E (Residential Estates) / Single-Family Home and Vacant

Proposal: Claude W. Guinn Jr., property owner, request to rezone the tax parcels 1007M-01-033.000, 1007M-01-038.000, 1007M-01-039.000, 1007M-01-040.000, and 1007M-01-076.000 containing 4.88 acres from R-1-7.5 (Single Family) to B-1 (Neighborhood Business).

Location: North of O'neal Road, south of River Road, east of and adjacent to Sheldon Street, and west of and adjacent to Highway 605, in Ward 6.

ORIGINAL ANALYSIS

The applicant is requesting to rezone to five parcels containing approximately 4.88 acres from the R-1-7.5 (Single Family) to B-1 (Neighborhood Business). Correspondingly, the applicant has stated the desire to make the property "more marketable" as the goal of the request if approved.

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

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

The applicant's stated reason for rezoning is because of change in conditions. As justification, it was stated that the rezoning of the 3.71 acre property to the south, parcel 1007M-01-037.000, from residential (R-E) to commercial (B-1) as one change in condition. Further, it was stated the recent construction of the First Presbyterian Church east of Highway 605 in 2009 as another example of change.

Staff review of the site did find the changes mentioned; however, the properties exist within the Rolling Acres subdivision, a residentially developed neighborhood which is developed with a few vacant lot exceptions and the new Dollar General. In detail, the new Highway 605 extension divided a portion of vacant Rolling Acres and left a corner piece at the northwest intersection of the Highway. This piece became the Dollar General and remains the only commercial property in Rolling Acres. However, given the subject properties of the request are accessible only from the residentially developed Sheldon Street, the staff cannot find significant change in conditions in this residential neighborhood to warrant further encroachment of commercial into the neighborhood. Therefore, the staff recommends to deny the request.

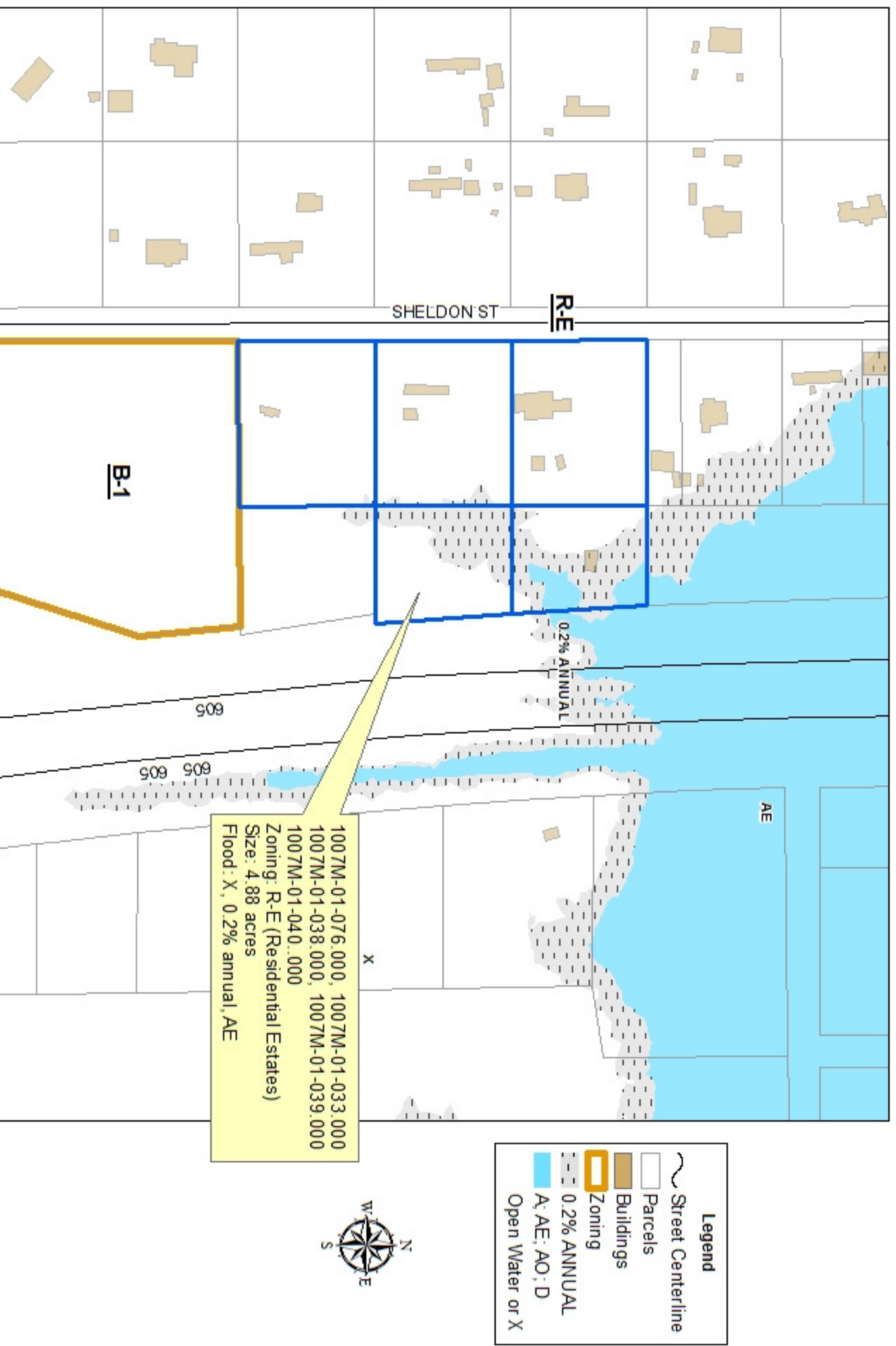
RECOMMENDATION

The staff could not substantiate a claim of change in conditions in the neighborhood. Therefore, the staff recommends to deny the request.

APPROVALS

This staff report has been reviewed and approved by:

Greg Pietrangelo Director of Urban Development Department



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.



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

For Staff Use Only

Case File #: 1612 PC162

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

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

Property Information

TAX PARCEL #

1	0	0	7	M
1	0	0	7	M
1	0	0	7	M

 -

0	1
0	1
0	1

 -

0	7	6
0	3	3
0	3	8

 .

0	0	0
0	0	0
0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 13062 - 13072 - 13094 SHELDON ST.Lot(s) 3-4-5 HWY 605, Block(s) 6, Subdivision ROLLING ACRESGeneral Location: HWY 605 AND SHELDON ST. GULFPORT, MISS.

GENERAL DESCRIPTION OF REQUEST: TO HAVE 5 ACRES OF LAND FROM
HWY. 605 TO SHELDON ST. REZONED FOR MARKET ABILITY.

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

CLAUDE W. GINN

Printed Name Of Owner

13116 SHELDON ST.

Mailing Address

GULFPORT MISS. 39503

City

State

Zip code

228 832 4307

Home Phone

228 261 2045

Work/Cell Phone

Email

Claude W. Ginn

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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

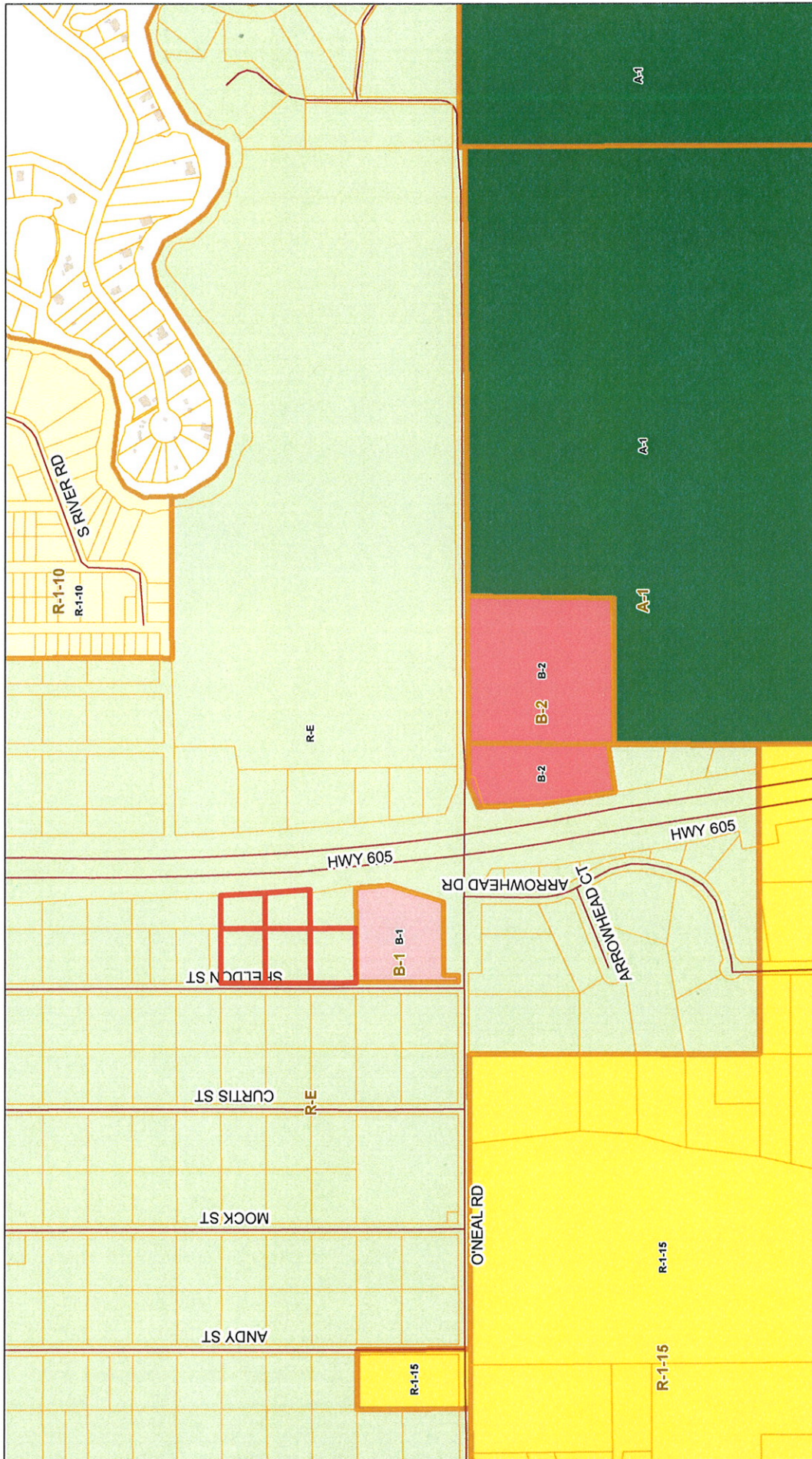


SECTIONS A. THROUGH H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

THE CHANGE OF CONDITIONS FOR THIS AREA IS HWY 605
WAS BUILT THAT CONNECTS TO MY LAND AND THE LAND THAT
DOLLAR GENERAL WAS BUILT ON AND REZONED TO B1 CONNECT
TO MY LAND AND THE LAND ACROSS 605 THAT FIRST
PRESBYTERIAN CHURCH IS ON IS REZONE TO B1.

I HAVE HAD DAD'S CAMPER'S OUT OF PICESYNE
WANTING TO BUY MY LAND BUT DIDN'T WANT TO HAVE
TO TRY TO GET IT REZONED SO THEY WENT SOMEWHERE
ELSE.

I NEED THIS LAND REZONED FOR BETTER MARKET ABILITY.



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.

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.

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) CLAUDE W. GINN

ADDRESS (STREET, CITY, STATE, ZIP CODE) 13116 SHELDON ST. GPT, MISS.

PHONE # (H) 228 832 4307 (W) _____

TAX PARCEL NUMBER(S) OWNED 1007M-01-076/1007M-01-033/1007M-01-038/1007M-01-039/1007M-01-040

SIGNATURE: Claude W. Ginn

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: _____

There came on for consideration at a duly constituted meeting of the City Council
and Mayor of the City of Gulfport held on the _____ day of _____,
2017, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-1-7.5 (SINGLE FAMILY) DISTRICT TO B-1 (NEIGHBORHOOD BUSINESS) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel numbers 1007M-01-033.000, 1007M-01-038.000, 1007M-01-039.000, 1007M-01-040.000, and 1007M-01-076.000, which are generally described as being located north of O'neal Road, south of River Road, east of and adjacent to Sheldon Street, and west of and adjacent to Highway 605, should be rezoned from its present classification of R-1-7.5 (Single Family) District to B-1 (Neighborhood Business) District. The Case File Number is 1612PC162.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of R-1-7.5 (Single Family) District to B-1 (Neighborhood Business) District.**

Ad valorem tax parcel number 1007M-01-033.000 is legally described as:

Beginning at northwest corner of Lot 20, Block 6, Rolling Acres Subdivision easterly along Lot 148.2 feet to West margin of Cowan-Lorraine Road; southerly along road 200.2 feet to South line of Lot; westerly along Lot 158.8 feet to southwest corner; northerly along Lot 200 feet to Point of Beginning being part of Lot 20 Block 6 Rolling Acres Subdivision.
Tax Parcel No. 1007M-01-033.000

INDEXING INSTRUCTIONS: Lot 20 Block 6 Rolling Acres Subdivision

Ad valorem tax parcel number 1007M-01-038.000 is legally described as:

LOT 3, BLOCK 6 of ROLLING ACRES SUBDIVISION, being a subdivision per official map or plat thereof, on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

INDEXING INSTRUCTIONS: Lot 3, Block 6 of Rolling Acres Subdivision

Ad valorem tax parcel number 1007M-01-039.000 is legally described as:

LOT 4, BLOCK 6 of ROLLING ACRES SUBDIVISION, being a subdivision per official map or plat thereof, on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Ad valorem tax parcel number 1007M-01-040.000 is legally described as:

LOT 5, BLOCK 6 of ROLLING ACRES SUBDIVISION, being a subdivision per official map or plat thereof, on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Ad valorem tax parcel number 1007M-01-076.000 is legally described as:

Commence at a point on the south line of Lot 22, Block 6, Rolling Acres Subdivision that is located North 89 degrees 59 minutes 58 seconds West, a distance of 40.169 meters (131.79 feet) from the centerline of survey for the Cowan Lorraine Road Extension at Station 11+295.934 as shown on the plans for State Project No. 94-9371-00-002-10; thence run West along said south lot line, a distance of 57.712 meters (189.35 feet) to a Western lot line; thence run North, a distance of 60.96 meters (200.00 feet) to the Southwest corner of Lot 21 and the Point of Beginning; from said point of beginning run thence North along the Western lot line, a distance of 60.96 meters (200.00 feet) to the Northern line of Lot 21, thence run East along said lot line, a distance 48.414 meters (158.84 feet) to a line being parallel with and 40 meters (131.23 feet) Westerly of the centerline of said Project; thence run Southerly along said parallel line being the circumference of a circle to the left with a radius of 4040.00 meters (13,254.57 feet), a distance of 61.149 meters (200.62 feet), thence run West, a distance of 53.066 meters (174.1 feet) to the point of beginning, containing 0.308 hectares (0.76 acres) more or less, and being situated in part of Lot 21, Block 6, Rolling Acres Subdivision, City of Gulfport, Mississippi in the East 1/2 of the Southwest ¼ of Section 31, Township 6 South, Range 10 West, First Judicial District, Harrison County, Mississippi.

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

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

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

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

YEAS: ABSTENTIONS: ABSENCES: NAYS:

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

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

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

BILLY HEWES, Mayor

1. CITY OF GULFPORT PLANNING COMMISSION

2. 1612PC162

3

4

TRANSCRIPT OF HEARING

5

December 15, 2016

6

PLANNING

7

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

8

COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT,

9

MISSISSIPPI, ON THE 15TH DAY OF DECEMBER 2016 COMMENCING AT

10

4:30 P.M. AND REPORTED BY

11

NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

12

13

COMMISSION MEMBERS PRESENT:

14

KEITH WILLIAMS, President

15

COLETTE TOWLES

16

CHARLIE HEWES

17

WILLIAM "PRINCE" JONES

18

DOUG HANCOCK

19

B.J. SELLERS

20

VIRGINIA ADOLPH

21

EVERETTE "LAD" LADNER

22

MICHAEL DANIELS

23

STAFF PRESENT:

24

GREG PIETRANGELO

25

GREG HOLMES

26

THOMAS LANE

27

CORY LONG

28

MATILDA WELCH

29

N.J. SOROE, CSR #1297
P.O. Box 2102, Bay St. Louis, MS 39521
(228) 467-2199

1. 5. Zoning Map Amendment 1612PC162
2. MR. LANE: Property owner requests to rezone
3. five parcels containing 4.88 acres from R-1-7.5 single family
4. to B-1 neighborhood business located north of O'Neal Road,
5. south of River Road, east of and adjacent to Sheldon Street,
6. and west of and adjacent to Highway 605 in Ward 6.
7. MR. WILLIAMS: Thank you.
8. Is someone here to speak for this request?
9. MR. GUINN: I'm Claude Guinn. I live at 13116
10. Sheldon Street, Gulfport. I own the property.
11. And this property has been up for sale for quite
12. a few years, and we've had a few people interested, but when
13. they find out that it's not zoned for business, they -- most of
14. them just run, they don't want to go to the trouble of getting
15. the property rezoned.
16. And so that's what I'm trying to do right now is
17. get it rezoned.
18. And recently the Dollar General is out there.
19. I'm sure you're all familiar with the Dollar General that was
20. built right there on the corner of Sheldon and O'Neal. And my
21. property connects to Dollar General's property which is already

22. rezoned for business. And there's a few other business
23. properties in the area, too.
24. So that's what I'm trying to do is get this
25. property rezoned for marketability.

N.J. SOROE, CSR #1297
P.O. Box 2102, Bay St. Louis, MS 39521
(228) 467-2199

1. And just recently, we had Dad's Campers out of
2. Picayune was interested in buying my property. And we
agreed
3. on a price. We agreed on everything. But then they come
to
4. find out, they didn't want to mess with getting the
property
5. rezoned. So they took off. And I think they bought some
6. property on 49.
7. So I've been having a problem with selling the
8. property because of the way it's not zoned for business
right
9. now.
10. So I'm trying to get the property rezoned for
11. better marketability.
12. MR. WILLIAMS: All right. Any questions of the
13. applicant?
14. MR. HEWES: Does this property, does it have
15. access directly to 605?
16. MR. GUINN: It does not have property access to
17. 605. But I own the property from Highway 605 to Sheldon
18. Street. And I own three acres on Sheldon Street which
would be
19. access to the property.
20. MR. DANIELS: What's this parcel that's I guess
21. closer to 605, that open area, you own that piece as well
22. between the Dollar General?

23. MR. GUINN: My property is on the left next to
24. Dollar General's property. That one little acre right there on
25. your right belongs to somebody else. But I own the two parcels

N.J. SOROE, CSR #1297
P.O. Box 2102, Bay St. Louis, MS 39521
(228) 467-2199

1. on the other side of that on 605.
2. MR. WILLIAMS: Other questions?
3. MR. GUINN: And this is not a flood zone.
4. MR. WILLIAMS: All right. If something comes
5. up, we'll bring you back up. Thank you, sir. Appreciate it.
6. Anyone else here to speak for the request?
7. Anyone here to speak against the request?
8. Can we get staff's recommendation, please?
9. MR. LANE: The staff could not substantiate a
10. claim of changing conditions in the neighborhood. Therefore,
11. the staff recommends to deny the request.
12. MR. WILLIAMS: We've heard the staff's
13. recommendation. Do we have a motion?
14. I'd like to just make a comment to the
15. commission. You know, we deal with this a good bit when 605
16. come through and make a thoroughfare come through, a lot of
17. property kind of changed in that area. I think the way we've
18. always looked at it because there is limited access to 605 and
19. that's the way it was brought up, and Commissioner Hewes
20. brought that question up, I think that would allow me to agree
21. with the staff and deny this request for the simple fact that

22. in order to get to this property you've got to go through a
23. residential neighborhood which is on Sheldon Street and you
24. don't have direct access to 605. That's what Dollar
General
25. did on the corner. The frustrating thing is you've got

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P.O. Box 2102, Bay St. Louis, MS 39521
(228) 467-2199

1. commercial property on the corner, and you're right behind it,
2. this gentleman is not able to develop commercial if we accept
3. the staff recommendation to deny the request. But because of
4. the way the traffic would have to flow in and out of that
5. property, I don't think it's the right thing to do at this
6. particular time. And that's just my opinion.
7. MR. HEWES: Mr. Chair, with that being said, you
8. beat me to the punch, I was going to say basically the same
9. thing, and my motion is going to be to accept the staff
10. recommendation to deny the request. And the simple reason is
11. because it does put commercial traffic on a residential street.
12. And the way that 605 is designed, my understanding with the
13. highway department unless there is an existing cut-through or
14. concrete cut-through to drive on and off, and it is a scenic
15. highway, the state will not allow that to happen. So at this
16. point in time, until more change happens or something happens,
17. I'm going to recommend that we accept the staff recommendation
18. and deny the request.
19. MR. DANIELS: I have a question. Could he
20. actually contact MDOT about getting a cut-through?

21. MR. WILLIAMS: I'm sorry. We've got a motion,
22. so I need to get a second.
23. MR. DANIELS: Second.
24. MR. WILLIAMS: Motion and a second. Mr.
25. Daniels, I'm sorry.

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P.O. Box 2102, Bay St. Louis, MS 39521
(228) 467-2199

1. It's my understanding, Greg, and I'm going to
2. let you answer, but it's my understanding that there is no
3. access, and the highway department has determined that they
4. will not give any more access. Am I right on that? Or
tell me
5. where I'm wrong, Greg.
6. MR. HOLMES: You're correct. I'm not saying
7. it's impossible, but I have yet to see anybody get it.
8. MR. WILLIAMS: Yeah. Great question.
9. And I think it's all part of it developed as a
10. scenic highway and the state limits the commercial access.
11. So I've got a motion and a second to accept the
12. staff's recommendation and deny the request for the
rezoning.
13. Any further discussion?
14. MR. DANIELS: I think it's unfortunate. And, of
15. course, we've seen this happen before where -- and, of
course,
16. he's not going to get his true value for the property.
And, of
17. course, with it being adjacent to an existing business, I
don't
18. know if there's even a way that he could even make some
kind of
19. a cut-through with Dollar General and make that even one
entry
20. where I've seen different businesses work like that, as
well.

21. But he'd have to have access through them. But I think
it's
22. just kind of unfortunate that the way it's set up.
23. MR. WILLIAMS: I agree with you. And it's
24. certainly unfortunate, we've dealt with several cases along
25. this highway where it's been unfortunate. I don't know --
you

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P.O. Box 2102, Bay St. Louis, MS 39521
(228) 467-2199

1. know, that's a good suggestion, I don't know if there's any
2. other way to have access except on Sheldon Street. But
that
3. would have to be another presentation.
4. MR. LADNER: You might want to check into maybe
5. working with property owners to get a service road off 605.
6. I'm surprised we don't see it more on 605. I think in the
7. future you will. You will see a service road going to
O'Neal
8. Road going parallel to 605, and that would litigate some of
9. this access.
10. MR. GUINN: Well, I think whoever would be
11. buying the property would have to talk about a service road
12. being there.
13. MR. LADNER: It would be good to see some of the
14. property owners get together and maybe work together to get
15. that done.
16. MR. WILLIAMS: So we have a motion on the floor
17. to accept staff's recommendation and deny the request, and
a
18. second. All those in favor signify by saying aye.
19. (Unanimous.)
20. MR. WILLIAMS: All those opposed.
21. (None.)
22. MR. WILLIAMS: I'm sorry, it's been denied.
23. Good luck. Hope you can come up with a solution.

24

25

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P.O. Box 2102, Bay St. Louis, MS 39521
(228) 467-2199

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1612PC162

4

5 COURT REPORTER'S CERTIFICATE

6

7 I, Norma Jean Ladner Soroe, Certified Shorthand

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

9 ability I have reported the hearing held before the City of
10 Gulfport Planning Commission and that the foregoing 7 pages
11 constitute a true and correct transcription of said hearing
12 held on the 15th day of December 2016.

13 I do further certify that my certificate annexed
14 hereto applies only to the original and certified
transcript.

15 The undersigned assumes no responsibility for the accuracy
of

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

17 Witness my signature this the 26th day of
December

18 2016.

19

20

21

22

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

23

24

25

N.J. SOROE, CSR #1297
P.O. Box 2102, Bay St. Louis, MS 39521
(228) 467-2199

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 7, 2017

Re: Objection - to Planning Commission recommendation to resubdivide 3 parcels into 6, zoned R-1-7.5 (Single Family) located north of and adjacent to Beach Drive, south of Burke Street, east of and adjacent to Southern Circle, and west of Mockingbird Lane - Case# 1612PC167 - Ward 2.

David Jones, Trustee, for Jacobs Properties-Beach Boulevard LLC; William B. and Callen P. Weatherly, and C. Thomas Anderson; property owners, request to resubdivide tax parcels 1010O-02-002.000, 1010O-02-004.000, and 1010O-02-005.000 into six parcels zoned R-1-7.5 (Single Family): located north of and adjacent to Beach Drive, south of Burke Street, east of and adjacent to Southern Circle, and west of Mockingbird Lane, in Ward 2.

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: January 25, 2017

Re: Objection Resubdivision 1612PC167

Subject: David Jones, Trustee, for Jacobs Properties-Beach Boulevard LLC; William B. and Callen P. Weatherly, and C. Thomas Anderson; property owners, request to resubdivide tax parcels 1010O-02-002.000, 1010O-02-004.000, and 1010O-02-005.000 into six parcels zoned R-1-7.5 (Single Family): located north of and adjacent to Beach Drive, south of Burke Street, east of and adjacent to Southern Circle, and west of Mockingbird Lane, in Ward 2.

Planning Staff recommendation: The request meets the requirements for resubdivision of property. Therefore, the staff recommends approval.

Planning Commission recommendation: To accept staff recommendation with conditions

Motion: Sellers

Second: Towles

KEITH WILLIAMS - Chairman

CHARLIE HEWES - yea

VIRGINIA ADOLPH - yea

JOHN ANTHONY - absent

MARTIN WARREN JR - absent

COLETTE TOWLES - yea

B. J. SELLERS - yea

DOUG HANCOCK - yea

WM. PRINCE JONES - yea

MICHAEL DANIELS - yea

EVERETTE LAD LADNER - yea

Action: The resubdivision was approved 8-0

Speaking for the Petition: Arry LeFevre, William Weatherly

Speaking against the Petition: Theresa Wick, Shirley Graves

On December 30, 2016, the applicant filed an objection (appeal) to the Planning Commission recommendation.

Please place the attached item on the Council agenda for February 7, 2017.

December 29, 2016

DEC 30 2016

MW

Urban Development Planning Division
Post Office Box 1780
Gulfport, Mississippi 39502

Re: Re-subdivision 1612PC167

Ladies and Gentlemen of the Board;

and Mocking bird Lane

Most of the Residents of Southern Circle, Gulfport, Mississippi have taken issue with the recent decision of Zoning Department and wish to file an objection to and appeal the decision of the Zoning Department, which was made on December 15, 2016 at City Hall. The paramount objection is to allow the proposed purchasers of the subject property six individual parcels on which to build residences. This is a space where before Hurricane Katrina only one residence stood. Allowing six small houses to be built on said property will certainly diminish the value of properties on Southern Circle and detrimentally change the look of the area.

One of the people, William Weatherly, vehemently opposed the variance in the first two meetings and now seeks approval from the Planning Division to grant the variance due to his ownership and personal involvement. This certainly reeks of bad faith on both Weatherly's involvement and the action of the planning division.

The undersigned parties hereby respectfully make request for a hearing of the objections.

*Jessam White
December 30, 2016
205 Southern Circle
Gulfport, MS 39507*

December 15, 2016

To Whom It May Concern,

Josua Wieck Martin has my permission
to vote for me at the planning commission meeting today.
I am opposed to resubdividing tax parcels 10100-02-002.000,
10100-02-004.000, and 10100-02-005.000 into six parcels
zoned R-1-7.5.

I would be attending this meeting, but currently
have the flu.

Sincerely,
Cynthia J. Conn
562 Southern Circle
Gulfport, MS 39507
Phone 256-566-2155

DEC 30 2016

DEC 30 2015

* Signatures Sarah Diane Miller

Names (in caps) and Address

Sarah Diane Miller 233 Southern Circle

* Edward O. Miller 233 Southern Circle, 39507
EDWARD O. MILLER

* Camille S. Duckett 230 Southern Cir. 39507
CAMILLE S. DUCKETT

* Felix Bertucci III 282 Southern Cir 39507

* Johnnie Chubb 2309 Southern Cir

* Lindsay Moore 282 Southern Circle 39507

* Ann Leslie - ANN Leslie - 323 So Cr 39507

* JERRY KILPATRICK - 325 SOUTHERN CIRCLE

* Hugh Hanna - 335 Southern Circle 39507
HUGH HANNA

* Charlotte O'Dowd 538 Southern Circle
Charlotte O'Dowd

* Donna Depierre Donny Depierre 351 Southern Circle 39507

* Christie Jenner Christie Jenner 306 Southern Circle 39507

* Danique Freeman 304 Southern Cir. 39507

* M. Lynn Hill 133 Southern Cr. Gulfport, MS 39507

* M. Lynn Hill 8 Mockingbird Lane, Gulfport 39507

* Kerrick M. Ryan Kerrick M. Ryan 7 Mockingbird Lane, Gulfport, MS 39507

* 6 Mockingbird Ln 39507

(over)

* Nancy & Chunn Sneed
NANCY Chunn Sneed

9 Mockingbird Lane

* Rita & Larry Horton
Larry Horton

10 Mockingbird Ln.

* Carolyn Miller
J. Miller

11 Mockingbird Ln
Gpt Ms 39507

* Reginald M. Warner
Reginald M. Warner

12 Mockingbird Ln.
Gpt. Ms. 39507

* See letter
Cynthia Conn

262 Southern Circle

DEC 30 2015

Signatures

Evelyn Floyd

Names (in caps) and Address

* EVELYN FLOYD, 200 Southern Circle -

* ~~Teresa M. Weck~~ 205 Southern Circle
Teresa M. Weck

* Jeffery R. Martin 205 Southern Circle
Jeffery R. Martin

* ~~J. Alice Casero~~ 239 Southern Circle
Alice Casero

* ~~Dr. Pete and Shirley Graves~~ 246 Southern Circle
Dr. Pete and Shirley Graves ^{per phone conversation} 246 Southern Circle

* ~~Shaw and Ruth Matthews~~ 332 Southern Circle, Gulfport
Shaw and Ruth Matthews

* Betty Sanders 244 Southern Circle
Betty Sanders

* ~~Sandra Bailey~~ 211 Southern Circle
Sandra Bailey

* Jeffery E. Stephens 220 Southern Circle
Teffanie Stephens
Peter Stephens

* Mara Russo Mara F. Russo

* Robert Russo Robert Russo
225 Southern Circle

DEC 30 2016

STAFF REPORT (Resubdivision)

GENERAL INFORMATION

Case File Number: 1612PC167

Hearing Date: December 15, 2016

Current Zoning/Use: R-1-7.5 / Structure and Vacant Property

Proposal: David Jones, Trustee, for Jacobs Properties-Beach Boulevard LLC; William B. and Callen P. Weatherly, and C. Thomas Anderson; property owners, request to resubdivide tax parcels 1010O-02-002.000, 1010O-02-004.000, and 1010O-02-005.000 into six parcels zoned R-1-7.5 (Single Family)

Location: North of and adjacent to Beach Drive, south of Burke Street, east of and adjacent to Southern Circle, and west of Mockingbird Lane, in Ward 2.

ANALYSIS

The applicants request to resubdivide multiple parcels containing 1.74 acres into six parcels zoned R-1-7.5 (Single Family District). In an R-1-7.5 zoning district, the minimum lot size of a parcel of land is 7,500 square feet. The applicant previously applied to resubdivide parcel 1010O-02-002.000; however, the variance request was denied. Currently, the application presented includes more parcels rearranged in a manner that would not need variance.

The applicant has provided a statement that says there are no protective covenants prohibiting the resubdivision of the property. An included copy of the covenants show that lot 41 could be resubdivided.

The Gulfport Subdivision Regulations require that:

1. Each new lot created is in compliance with appropriate zoning ordinances, building codes and restrictive covenants, if any;
2. Each new lot created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new lot created shall have available capacity for water and sewer

The proposed parcels are located adjacent to existing City rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for City water and sewer. The applicant states there are no protective or restrictive covenants which would prevent the resubdivision of the parcels.

CONDITIONS BY DEPARTMENTS AND AGENCIES

Engineering: No comments as of 12-8-16.

Public Works: No comments as of 12-8-16.

Traffic and Safety: No comments as of 12-8-16.

Building Code Services: No conditions. Memo dated 12-5-16.

Police Department: No conditions. Memo dated 11-30-16.

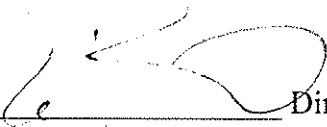
Fire Department: No conditions. Memo dated 12-6-16.

RECOMMENDATION

The request meets the requirements for resubdivision of property. Therefore, the staff recommends approval.

APPROVALS

This staff report has been reviewed and approved by:



Greg Pietrangelo | Director of Urban Development Department

COUNTRY CLUB ESTATES

DESCRIPTION

Beginning at the Northeast corner of the Junior Military Academy, which point is 3573.9 feet east of the East line of Section 32, and running thence N73°28'E along the South line of the L & N RR Right-of-Way 190.50 feet; thence S00°14'W 250.17 feet; thence N73°28'E 200 feet; thence S00°14'W to a point 250.17 feet South of said Right-of-Way, which point is a concrete monument at the Northeast corner of Stewart; thence West 50 feet to a concrete monument at the Northwest corner of Stewart; thence South to the Gulf of Mexico; thence West along the Gulf to a point 55 feet west of the last described point; thence North to a concrete monument 117.1 feet North of the curb on the Old Beach Road which is now the service road for USMC, which point is the Northeast corner of Vick; thence S72°28'E 277.8 feet to a concrete monument in the East line of Gulf Coast Military Academy; thence N00°14'W 1177.1 feet to the point of beginning; being located in Section 32 Township 7 South, Range 10 West, Harrison County, Mississippi.

EMULATIONS

This is to CERTIFY that the Country Club Estates Inc., a corporation authorized and acting under the laws of the State of Mississippi in the owner of the Land Platted and described herein; the owners further declare this to be a Plat of COUNTRY CLUB ESTATES in Section 32 T7S R10W and dedicate Southern Circle to the public use forever.

Witness my signature on this the 11th day of May, 1960.

Country Club Estates Inc.

by G. M. Owen, Vice President & Secretary

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me the undersigned authority in and for the above named State and County, G. M. Owen, Vice President and Secretary of the Country Club Estates Inc., who affirms that he is duly authorized to and did, sign, execute and deliver this Plat as and for the use of said corporation on the day and year set forth above.

Given under my Hand and Seal on this the 11th day of May, 1960.

My commission expires 1/1/61

EMULATIONS

The undersigned, the Great Southern Development Co., a corporation, chartered and existing under the laws of the State of Mississippi, acting by and through its duly authorized officers and Charles H. Lewis, Trustee, does hereby join in the execution of this Plat for the reason that it is the Mortgagee of the above described property.

Witness the signature and Seal of the Great Southern Development Co. on this the 11th day of May, 1960.

Great Southern Development Co.

by Charles H. Lewis, Trustee

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority in and for Harrison County, Mississippi, Charles H. Lewis, Trustee, of the Great Southern Development Co., Mortgagee, and Gaston H. Lewis, Trustee, who acknowledged that they signed, executed and delivered the foregoing instrument on the year and day set forth above.

Witness my signature and Seal of office on this the 11th day of May 1960.

My commission expires on 1/1/61

SURVEYOR'S CERTIFICATE

I Certify that I have made a survey of the property described and Platted herein, and that the measurements and other data indicated are correct to the best of my knowledge and belief.

Witness my signature on this the 11th day of May, 1960.

James A. Martin

CERTIFICATE OF COMPARISON

We, the undersigned, do hereby CERTIFY that we have carefully compared this duplicate of the Plat of COUNTRY CLUB ESTATES in Section 32 T7S R10W with the original Plat thereof and find this to be an exact copy thereof.

Witness our signatures on this the 11th day of May, 1960.

James A. Martin
Surveyor

G. M. Owen
Secretary

Charles H. Lewis
Trustee

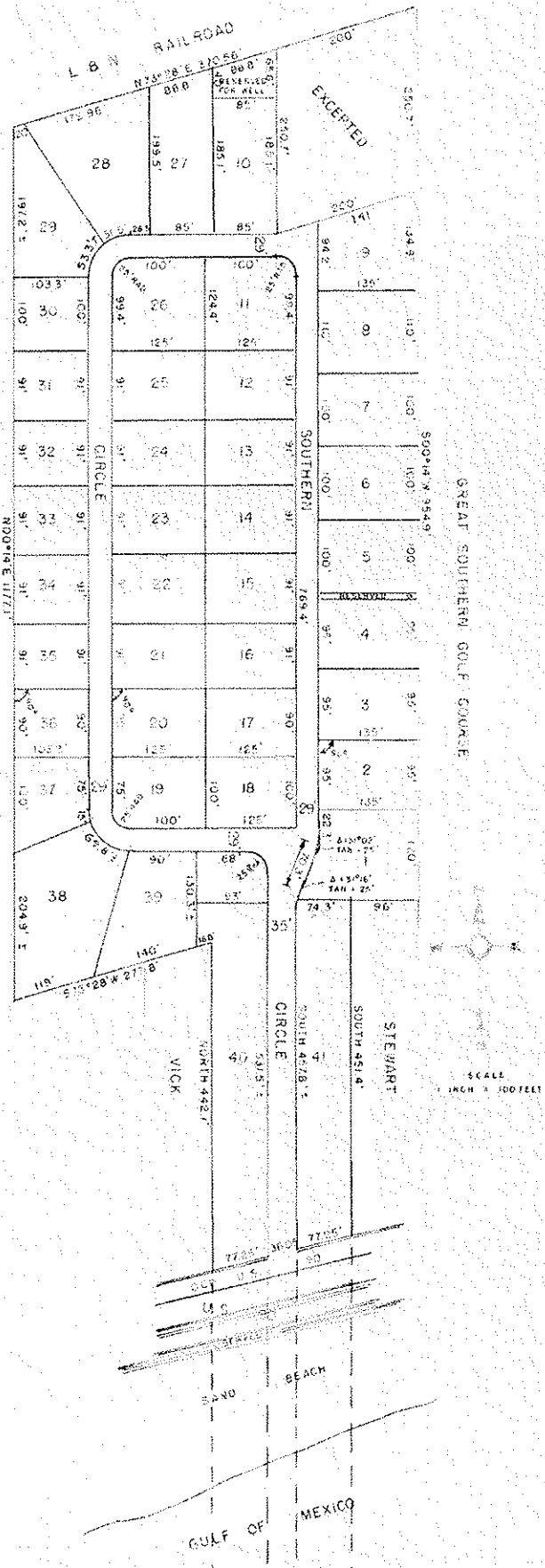
COUNTY CLERK'S CERTIFICATE

Filed and recorded by Duplicate on this the 11th day of May, 1960 in the Record of Plats of Harrison County, Mississippi in Plat Book 24 Page 3

G. M. Owen
County Clerk

Charles H. Lewis
Deputy County Clerk

GULF COAST MILITARY ACADEMY



**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.



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

1	0	1	0	0
1	0	1	0	0
1	0	1	0	0

 -

0	2
0	2
0	2

 -

0	0	2
0	0	4
0	0	5

 .

0	0	0
0	0	0
0	0	0

For Staff Use Only

Case File #: 161213C167

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: BR-1-7.5Ward: 2 Flood: _____Size: 76,103 ft² 1.74 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: #1942 EAST BEACH DRIVE & #140 SOUTHERN CIRCLE
PART OF

Lot(s) 41, Block(s) _____, Subdivision COUNTRY CLUB ESTATES

PART LOT 69, L.A. FREDERICKS SURVEY 32-7-10

General Location: NE CORNER SOUTHERN CIRCLE & SERVICE ROAD TO
U.S. HIGHWAY 90/BEACH BOULEVARD

GENERAL DESCRIPTION OF REQUEST:

TO RE-SUBDIVIDE THREE (3) PARCELS INTO
SIX (6) PARCELS

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

JACOBS PROPERTIES-BEACH BOULEVARD,
Printed Name Of Owner LLC

DAVID W. JONES, TRUSTEE

Mailing Address

1605 23RD AVENUE

City

State

Zip code

GULFPORT

MS

39501

Home Phone

Work/Cell Phone

228-864-8965

Email

(Signature of David W. Jones)

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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



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

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.

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) WILLIAM B. WEATHERLY

ADDRESS (STREET, CITY, STATE, ZIP CODE) P.O. Box 4077 GULFPORT, MS 39502

PHONE # (H) 228-254-7980 (W) 228-896-0881

TAX PARCEL NUMBER(S) OWNED 10100-02-005.000

SIGNATURE: William B. Weatherly

NAME OF OWNER (PRINT) C. THOMAS ANDERSON

ADDRESS (STREET, CITY, STATE, ZIP CODE) 330 SOUTHERN CIRCLE, GULFPORT 39507

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED 10100-02-004.000

SIGNATURE: C. Thomas Anderson

NAME OF OWNER (PRINT) Callen P. Weatherly

ADDRESS (STREET, CITY, STATE, ZIP CODE) 140 Southern Circle Gulfport, MS 39507

PHONE # (H) 228-234-1612 (W) same

TAX PARCEL NUMBER(S) OWNED 10100-02-005.000

SIGNATURE: Callen P. Weatherly

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: _____



CASSADY & ASSOCIATES, INC.
Since 1947

Professional Land Surveyors

POST OFFICE BOX 7301 (39506)
1714 TWENTY SECOND AVENUE
GULFPORT, MISSISSIPPI 39501

Office: (228) 896-7155

Fax: (228) 896-8405

E-Mail: surveys@cassadyassociate.com

LAT. 30° 22' 19.6" N

LONG. 89° 05' 19.4" W



E. Patrick Cassady - 1912-1981

J. Michael Cassady, P.L.S.

jmc@cassadyassociate.com

MS Reg. #1629

LA Reg. #4408

Lot Surveys

Acreage Surveys

Topographic Surveys

Subdivision Planning

Flood Insurance Elevations

Mean High Water Survey

ALTA/ACSM Surveys

Construction Layout

G.P.S.

Engineering Support

September 13, 2016

To: Greg Holmes/City of Gulfport Urban Planning

From: J. Michael Cassady, P.L.S.

Re: Affidavit for Parcel #10100-02-002.000/ Jacobs Property-Beach Boulevard, Inc.

I have searched the records of the Chancery Clerk of Harrison County and find no restrictive or protective covenants prohibiting the resubdivision of subject property.

Filing

.05

500 words

75

Certificate

.50

Indexing

60

COMMERCIAL PRINTING CO.

1.90

STATE OF MISSISSIPPI, COUNTY OF HARRISON:

I, C. J. Darby, Clerk of the Chancery Court of said County and State, certify that the instrument of which the foregoing is a record was delivered to me to be recorded at 2:50 o'clock P M. on the 24th day of March, 1961 and recorded April 1st, 1961.

C. J. Darby, Clerk,

By

nee Stratton D. C.

DB 476

STATE OF MISSISSIPPI

COUNTY OF HARRISON

AMENDED PROTECTIVE COVENANTS

WHEREAS, the undersigned are the owners of all lots or the holders of all mortgages presently outstanding on all lots in Country Club Estates Subdivision, and

WHEREAS it is necessary for the adequate development of said subdivision that an amendment be made to Paragraph 3 of the Protective Covenants dated August 6, 1960 and recorded in Book 467, page 171-3 of the Record of Deeds of Harrison County, Mississippi, and

WHEREAS, the parties hereto do hereby agree and bind themselves, Paragraph 3 of said Protective Covenants will be amended as hereinafter set out and all other covenants will remain in full force and effect,

NOW THEREFORE, the parties hereto for valuable consideration do hereby agree that Paragraph 3 of said Protective Covenants shall be amended as follows, to-wit:

3. That each lot platted shall have a minimum square footage of 9,000 feet and no lot can be re-subdivided into a smaller lot than is shown on the original plat, except as to Lots 40 and 41.

WITNESS OUR SIGNATURES this 15th day of November, 1960.

COUNTRY CLUB ESTATES, INC.

By:

C. J. Darby
President

GREAT SOUTHERN DEVELOPMENT CO., INC.

By:

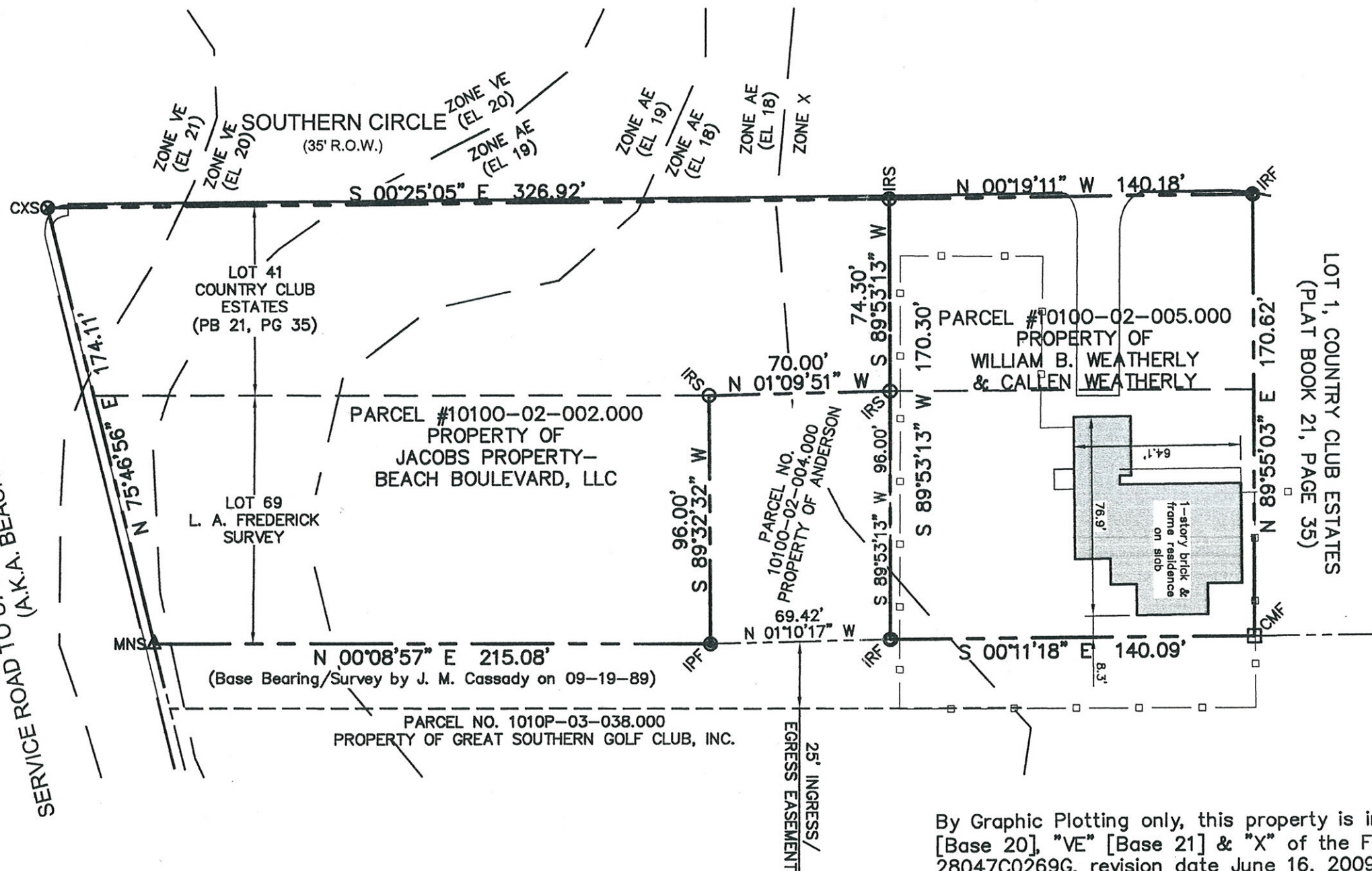
C. J. Darby
Vice President

HANGCOCK BANK

By:

W. B. Stinson
Vice President

SERVICE ROAD TO U.S. HIGHWAY 90 / BEACH BOULEVARD
(A.K.A. BEACH DRIVE)



- IPF = IRON PIPE FOUND
- IRF = IRON ROD FOUND
- ▲ MNS = MAG NAIL SET
- ⊗ CXS = CHISELED "X" SET
- IRS = IRON ROD SET
- □ — = WOOD FENCE LINE

REFERENCES:

SURVEY BY J. A. MARTIN
DATED: SEPTEMBER 16, 1958
DATED: AUGUST 3, 1960
DATED: DECEMBER 7, 1960
DATED: OCTOBER 14, 1963
DATED: JULY 14, 1967
DATED: JANUARY 5, 1971
DATED: SEPTEMBER 14, 1972

SURVEY BY J. M. CASSADY
DATED: APRIL 22, 1977
DATED: DECEMBER 15, 1998
DATED: JANUARY 27, 2014

By Graphic Plotting only, this property is in Zones "AE" [Base 18], "AE" [Base 19], "VE" [Base 20], "VE" [Base 21] & "X" of the Flood Insurance Rate Map, Community Panel No. 28047C0269G, revision date June 16, 2009. Check with Building Official for community determined base flood elevation. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

This is to CERTIFY that this map or plat and the survey on which it is based were made in accordance with "Standards of Practice for Surveying in the State of Mississippi".



J. Michael Cassady
J. MICHAEL CASSADY, PLS
Dated: October 24, 2016

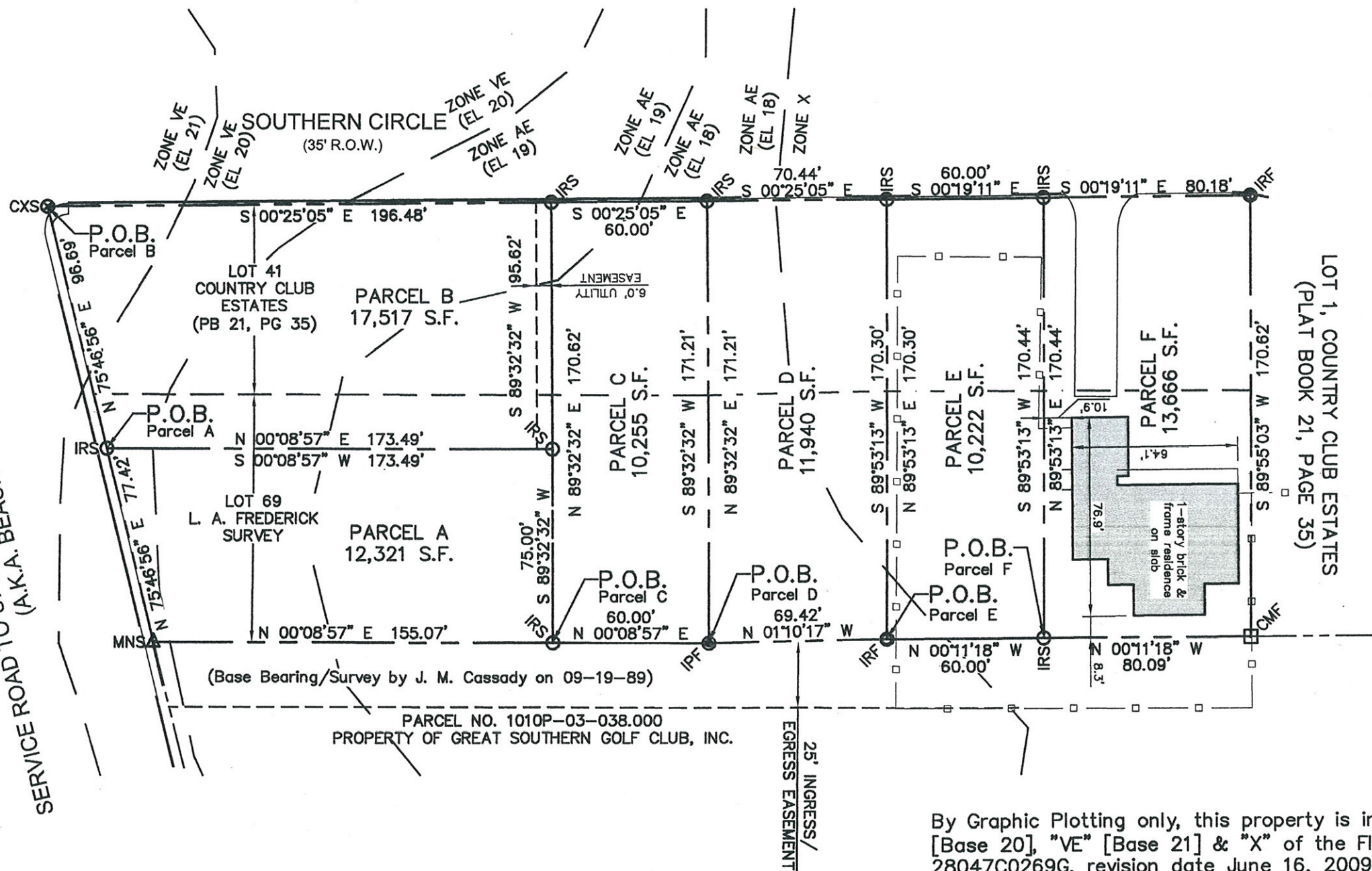
PREPARED BY:
CASSADY & ASSOCIATES, INC.
Professional Land Surveyors
P.O. Box 1301 Gulfport, MS 39506
(228)896-1155 Fax (228)896-8405

RESUBDIVISION OF PARCEL
10100-02-002.000, 10100-02-004.000
& 10100-02-005.000 INTO
PARCELS A, B, C, D, E & F
SHEET 1 OF 5

CLASS "B" SURVEY

Scale: 1"=50'	Drawn By: JET	Job Number: 19145-16
Date: 10/24/16	Revised: ---/---/---	Filename: 1914516.dwg

SERVICE ROAD TO U.S. HIGHWAY 90 / BEACH BOULEVARD
(A.K.A. BEACH DRIVE)



- IPF = IRON PIPE FOUND
- IRF = IRON ROD FOUND
- ▲ MNS = MAG NAIL SET
- ⊗ CXS = CHISELED "X" SET
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- □ — = WOOD FENCE LINE

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DATED: JANUARY 27, 2014

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This is to CERTIFY that this map or plat and the survey on which it is based were made in accordance with "Standards of Practice for Surveying in the State of Mississippi".



J. MICHAEL CASSADY, PLS
Dated: October 24, 2016

CLASS "B" SURVEY

PREPARED BY:
CASSADY & ASSOCIATES, INC.
Professional Land Surveyors
P.O. Box 1301 Gulfport, MS 39506
(228)896-1155 Fax (228)896-8405

Scale: 1"=50'	Drawn By: JET	Job Number: 19145-16
Date: 10/24/16	Revised: --/--/--	Filename: 1914516r.dwg

RESUBDIVISION OF PARCEL
10100-02-002.000, 10100-02-004.000
& 10100-02-005.000 INTO
PARCELS A, B, C, D, E & F
SHEET 2 OF 5

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of "PARCEL 10100-02-002.000", "10100-02-004.000" and "PARCEL 10100-02-005.000" in Section 32, Township 7 South, Range 10 West into Parcel "A", Parcel "B", Parcel "C", Parcel "D", Parcel "E" and Parcel "F". The subject property is generally described as being located north of Service Road to U. S. Highway 90/Beach Boulevard (aka Beach Drive) and east of Southern Circle. The ad valorem tax parcel numbers of the subject property are 10100-02-002.000 (Instrument No. 2011-585-D-J1), 10100-02-004.000 (Deed Book 1237, Page 382) and 10100-02-005.000 (Instrument No. 2015-7897-D-J1). The Case File Number is _____.

LEGAL DESCRIPTION OF LANDS PRIOR TO THIS RESUBDIVISION (PER DEED):

PROPERTY OF WILLIAM B. WEATHERLY and CALLEN WEATHERLY
PARCEL NO. 10100-02-005.000
(Instrument No. 2015-7897-D-J1)

The following land and property, lying and being situated in the County of Harrison, First Judicial District, State of Mississippi, and being more particularly described as follows, to-wit:

PARCEL ONE - The North 140 feet of Lot 41 of Country Club Estates Subdivision, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

PARCEL TWO - The following described lot of land situated and being in Lot 69 of the L. A. Frederick Survey in Fractional Section 32, Township 7 South, Range 10 West, Harrison County, Mississippi, and described as follows:

That certain lot of land described as beginning at the point in the East line of Lot 69 of said L. A. Frederick which is 287.1 feet North of the North line of the paved service drive of U.S. Highway #90, and from said point of beginning running thence North along the East line of said Lot 69 (being along the line dividing Lots 68 and 69 of the L. A. Frederick Survey) a distance of 140 feet; running thence West a distance of 96 feet to a point in the center of said Lot 69; running thence South a distance of 140 feet to the Northwest corner of the lot of land heretofore conveyed by G. H. Stewart to Cliff Garlete, et ux by deed dated October 22, 1958, recorded in Deed Book, 440 at Pages 454-456; running thence East a distance of 96 feet to the point of beginning. Said lot of land being bounded on the South by the lot of land heretofore conveyed to Cliff Garlete, et ux as above set out, and the lot herein conveyed being the North 140 feet of the parcel of land described in the deed from Gaston H. Hewes to C. H. Stewart, et ux by deed August 25, 1954, recorded in Deed book 385, at Pages 248-249 in Harrison County, Mississippi.

AND THE FOLLOWING NON-EXCLUSIVE PERPETUAL EASEMENT AND RIGHT-OF-WAY OVER, THROUGH AND ACROSS THE FOLLOWING DESCRIBED LAND - That certain lot or parcel of land beginning at a point on the division line between Lots 69 and 68, of the L. A. Frederick Survey in Fractional Section 32, Township 7 South, Range 10 West, which point is the point of intersection of said division line with the North line of the paved service drive crossing said property thence running North a distance of 427.1 feet along said division line, thence running East 25 feet, thence running South and parallel with said division line to the North line of the aforesaid service drive, thence running West a distance of 25 feet, more or less, to the point of beginning; said property lying within Lot 68 of the L. A. Frederick Survey in said Fractional Section 32, Township 7 South, Range 10 West, Harrison County, Mississippi.

PROPERTY OF JACOBS PROPERTY-BEACH BOULEVARD, LLC:
PARCEL NO. 10100-02-002.000
(Instrument No. 2011-585-D-J1)

Lot Forty-one (41), less the North 251.4 feet thereof, COUNTRY CLUB ESTATES SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 21 at Page 35 thereof, reference to which is hereby made in aid of and as a part of this description.

**RESUBDIVISION OF PARCEL
10100-02-002.000, 10100-02-004.000
& 10100-02-005.000 INTO
PARCELS A, B, C, D, E & F
SHEET 3 OF 5**

AND ALSO:

The South 111.4 feet of the North 251.4 feet of Lot Forty-one (41), COUNTRY CLUB ESTATES SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 21 at Page 35 thereof, reference to which is hereby made in aid of and as a part of this description.

AND ALSO:

That certain parcel of land more particularly described as beginning at a point on the line dividing Lots 68 and 69 of the L. A. Frederick Survey in Section 32, Township 7 South, Range 10 West, Harrison County, Mississippi, where the same dividing line intersects the north margin of the service drive presently located along the north side of Highway 90; from said point of beginning running thence North along said line dividing said Lots 68 and 69 a distance of 217 feet; running thence West 96 feet to a point; running thence South parallel to the said dividing line to the shore of the Mississippi Sound or Gulf of Mexico; running thence East along said shoreline 96 feet; running thence North to the point of beginning.

PROPERTY OF C. THOMAS ANDERSON
PARCEL NO. 10100-02-004.000
(Deed Book 1237, Page 382)

The property situated and being in the First Judicial District of Harrison County, State of Mississippi, and being more particularly described as follows:

Being located in and a part of Lot 69 of the L. A. Frederick Survey in Section 32, Township 7 South, Range 10 West, in Harrison County, Mississippi. That certain lot or parcel of land described as beginning at a point on the division line between Lots 69 and 68 of the L. A. Frederick Survey in Fractional Section 32, Township 7 South, Range 10 West, which point of beginning is marked by an iron stake situated on the said division line 217.1 feet North of the point of intersection of said division line with the North line of a paved service drive, thence running North a distance of 70 feet along said division line to an iron stake; thence running West 96 feet to an iron stake, thence running South and parallel with the said division line 70 feet to an iron stake; thence running East 96 feet to the POINT OF BEGINNING; together with all improvements situated thereon and appurtenances thereunto appertaining including the right to the use of the driveway easement 25 feet in width running along the East boundary of said property South to the service drive.

AND ALSO that certain easement retained by the parties herein in deed to Donald P. Jacobs.

LEGAL DESCRIPTIONS OF THE (6) PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION OF PARCEL A: AS PER SURVEY

A parcel of land situated and being located in a part of Lot 69, L. A. FREDERICK SURVEY, Section 32, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a chiseled cross in concrete at the intersection of the easterly margin of Southern Circle with the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard and said commencing point being on the west line of Lot 41, COUNTRY CLUB ESTATES (Plat Book 21, Page 35); thence run North 75 degrees 46 minutes 56 seconds East 96.69 feet along the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard to an iron rod for the POINT OF BEGINNING of the parcel herein described; thence continue from said POINT OF BEGINNING, North 75 degrees 46 minutes 56 seconds East 77.42 feet along the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard to a mag nail on the west line of Great Southern Golf Course and the east line of said Lot 69; thence run North 00 degrees 08 minutes 57 seconds East 155.07 feet along the west line of Great Southern Golf Course and the east line of said Lot 69 to an iron rod; thence run South 89 degrees 32 minutes 32 seconds West 75.00 feet to an iron rod; thence run South 00 degrees 08 minutes 57 seconds West 173.49 feet to the POINT OF BEGINNING.

PREPARED BY:

CASSADY & ASSOCIATES, INC.
Professional Land Surveyors
P.O. Box 1301 Gulfport, MS 39506
(228)896-1155 Fax (228)896-8405

Scale:	N.T.S.	Drawn By:	JET	Job Number:	19145-16
Date:	10/24/16	Revised:	--/--/--	Filename:	1914516r.dwg

DESCRIPTION OF PARCEL B: AS PER SURVEY

A parcel of land situated and being located in a part of Lot 69, L. A. FREDERICK SURVEY and in a part of Lot 41, COUNTRY CLUB ESTATES (Plat Book 21, Page 35), Section 32, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

BEGINNING at a chiseled cross in concrete at the intersection of the easterly margin of Southern Circle with the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard and said POINT OF BEGINNING being on the west line of said Lot 41; thence run from said POINT OF BEGINNING, North 75 degrees 46 minutes 56 seconds East 96.69 feet along the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard to an iron rod; thence run North 00 degrees 08 minutes 57 seconds East 173.49 feet to an iron rod; thence run South 89 degrees 32 minutes 32 seconds West 95.62 feet to an iron rod on the easterly margin of Southern Circle and the west line of said Lot 41; thence run South 00 degrees 25 minutes 05 seconds East 196.48 feet along the easterly margin of Southern Circle and the west line of said Lot 41 to the POINT OF BEGINNING.

DESCRIPTION OF PARCEL C: AS PER SURVEY

A parcel of land situated and being located in a part of Lot 69, L. A. FREDERICK SURVEY and in a part of Lot 41, COUNTRY CLUB ESTATES (Plat Book 21, Page 35), Section 32, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a chiseled cross in concrete at the intersection of the easterly margin of Southern Circle with the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard and said commencing point being on the west line of said Lot 41; thence run North 75 degrees 46 minutes 56 seconds East 174.11 feet along the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard to a mag nail on the west line of Great Southern Golf Course and the east line of said Lot 69; thence run North 00 degrees 08 minutes 57 seconds East 155.07 feet along the west line of Great Southern Golf Course and the east line of said Lot 69 to an iron rod for the POINT OF BEGINNING of the parcel herein described; thence continue from said POINT OF BEGINNING, North 00 degrees 08 minutes 57 seconds East 60.00 feet along the west line of Great Southern Golf Course and the east line of said Lot 69 to an iron pipe; thence run South 89 degrees 32 minutes 32 seconds West 171.21 feet to an iron rod on the easterly margin of Southern Circle and the west line of said Lot 41; thence run South 00 degrees 25 minutes 05 seconds East 60.00 feet along the easterly margin of Southern Circle and the west line of said Lot 41 to an iron rod; thence run North 89 degrees 32 minutes 32 seconds East 170.62 feet to the POINT OF BEGINNING.

DESCRIPTION OF PARCEL D: AS PER SURVEY

A parcel of land situated and being located in a part of Lot 69, L. A. FREDERICK SURVEY and in a part of Lot 41, COUNTRY CLUB ESTATES (Plat Book 21, Page 35), Section 32, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a chiseled cross in concrete at the intersection of the easterly margin of Southern Circle with the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard and said commencing point being on the west line of said Lot 41; thence run North 75 degrees 46 minutes 56 seconds East 174.11 feet along the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard to a mag nail on the west line of Great Southern Golf Course and the east line of said Lot 69; thence run North 00 degrees 08 minutes 57 seconds East 215.07 feet along the west line of Great Southern Golf Course and the east line of said Lot 69 to an iron pipe for the POINT OF BEGINNING of the parcel herein described; thence run from said POINT OF BEGINNING, North 01 degrees 10 minutes 17 seconds West 69.42 feet along the west line of Great Southern Golf Course and the east line of said Lot 69 to an iron rod; thence run South 89 degrees 53 minutes 13 seconds West 170.30 feet to an iron rod on the easterly margin of Southern Circle and the west line of said Lot 41; thence run South 00 degrees 25 minutes 05 seconds East 70.44 feet along the easterly margin of Southern Circle and the west line of said Lot 41 to an iron rod; thence run North 89 degrees 32 minutes 32 seconds East 171.21 feet to the POINT OF BEGINNING.

**RESUBDIVISION OF PARCEL
10100-02-002.000, 10100-02-004.000
& 10100-02-005.000 INTO
PARCELS A, B, C, D, E & F
SHEET 4 OF 5**

DESCRIPTION OF PARCEL E: AS PER SURVEY

A parcel of land situated and being located in a part of Lot 69, L. A. FREDERICK SURVEY and in a part of Lot 41, COUNTRY CLUB ESTATES (Plat Book 21, Page 35), Section 32, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a chiseled cross in concrete at the intersection of the easterly margin of Southern Circle with the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard and said commencing point being on the west line of said Lot 41; thence run North 75 degrees 46 minutes 56 seconds East 174.11 feet along the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard to a mag nail on the west line of Great Southern Golf Course and the east line of said Lot 69; thence run North 00 degrees 08 minutes 57 seconds East 215.07 feet along the west line of Great Southern Golf Course and the east line of said Lot 69 to an iron pipe; thence run North 01 degrees 10 minutes 17 seconds West 69.42 feet along the west line of Great Southern Golf Course and the east line of said Lot 69 to an iron rod for the POINT OF BEGINNING of the parcel herein described; thence run from said POINT OF BEGINNING, North 00 degrees 11 minutes 18 seconds West 60.00 feet along the west line of Great Southern Golf Course and the east line of said Lot 69 to an iron rod; thence run South 89 degrees 53 minutes 13 seconds West 170.44 feet to an iron rod on the easterly margin of Southern Circle and the west line of said Lot 41; thence run South 00 degrees 19 minutes 11 seconds East 60.00 feet along the easterly margin of Southern Circle and the west line of said Lot 41 to an iron rod; thence run North 89 degrees 53 minutes 13 seconds East 170.30 feet to the POINT OF BEGINNING.

DESCRIPTION OF PARCEL F: AS PER SURVEY

A parcel of land situated and being located in a part of Lot 69, L. A. FREDERICK SURVEY and in a part of Lot 41, COUNTRY CLUB ESTATES (Plat Book 21, Page 35), Section 32, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a chiseled cross in concrete at the intersection of the easterly margin of Southern Circle with the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard and said commencing point being on the west line of said Lot 41; thence run North 75 degrees 46 minutes 56 seconds East 174.11 feet along the northerly margin of the Service Road to U. S. Highway 90/Beach Boulevard to a mag nail on the west line of Great Southern Golf Course and the east line of said Lot 69; thence run North 00 degrees 08 minutes 57 seconds East 215.07 feet along the west line of Great Southern Golf Course and the east line of said Lot 69 to an iron pipe; thence run North 01 degrees 10 minutes 17 seconds West 69.42 feet along the west line of Great Southern Golf Course and the east line of said Lot 69 to an iron rod; thence run North 00 degrees 11 minutes 18 seconds West 60.00 feet along the west line of Great Southern Golf Course and the east line of said Lot 69 to an iron rod for the POINT OF BEGINNING of the parcel herein described; thence continue from said POINT OF BEGINNING, North 00 degrees 11 minutes 18 seconds West 80.09 feet along the west line of Great Southern Golf Course and the east line of said Lot 69 to a concrete monument; thence run South 89 degrees 55 minutes 03 seconds West 170.62 feet to an iron rod on the easterly margin of Southern Circle and the west line of said Lot 41; thence run South 00 degrees 19 minutes 11 seconds East 80.18 feet along the easterly margin of Southern Circle and the west line of said Lot 41 to an iron rod; thence run North 89 degrees 53 minutes 13 seconds East 170.44 feet to the POINT OF BEGINNING.

PREPARED BY:
CASSADY & ASSOCIATES, INC.
Professional Land Surveyors
P.O. Box 1301 Gulfport, MS 39506
(228)896-1155 Fax (228)896-8405

Scale:	N.T.S.	Drawn By:	JET	Job Number:	19145-16
Date:	10/24/16	Revised:	---/---/---	Filename:	1914516r.dwg

The applicant hereby covenants and agrees to indemnify and hold harmless the City of Gulfport, its agents, servants, and/or employees against any and all claims, demands, or causes of action of whatever nature which may arise as a result of the action of the Planning Commission, its agents, and/or employees concerning the petition for resubdivision of the real property described herein.

Ratified and Approved by:

David W. Jones
(Signature)

By: David W. Jones, Co-Trustee
Jacobs Property - Beach Boulevard, LLC

This 28th day of October, 2016.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned David W. Jones, who acknowledged that he is the Co-Trustee of Jacobs Property - Beach Boulevard, LLC and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

Melissa L. Lloyd
NOTARY PUBLIC



S E A L

My Commission Expires: November 13, 2016

Ratified and Approved by:

C. Thomas Anderson
(Signature)

By: C. Thomas Anderson, Owner

This 31st day of October, 2016.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned C. Thomas Anderson, who acknowledged that he is the owner and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

Sharon Lee Reynolds
NOTARY PUBLIC



My Commission Expires: _____

Ratified and Approved by:

William B. Weatherly
(Signature)

By: William B. Weatherly, Owner

This 31st day of October, 2016.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned William B. Weatherly, who acknowledged that he is the owner and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

Melissa L. Lloyd
NOTARY PUBLIC



S E A L

My Commission Expires: November 13, 2016

Ratified and Approved by:

Callen Weatherly
(Signature)

By: Callen Weatherly, Owner

This 31st day of October, 2016.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned Callen Weatherly, who acknowledged that he is the owner and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

Sharon Lee Reynolds
NOTARY PUBLIC



My Commission Expires: 1/4/2019

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2016.

Gulfport City Planning Commission

Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____ day of _____, 2016.

ATTEST:

ADOPT:

CLERK OF COUNCIL

PRESIDENT

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 2016.

BILLY HEWES, MAYOR

RESUBDIVISION OF PARCEL
10100-02-002.000, 10100-02-004.000
& 10100-02-005.000 INTO
PARCELS A, B, C, D, E & F
SHEET 5 OF 5

PREPARED BY:
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(228)896-1155 Fax (228)896-8405

Scale: N.T.S.	Drawn By: JET	Job Number: 19145-16
Date: 10/24/16	Revised: --/--/--	Filename: 1914516r.dwg

17

1. CITY OF GULFPORT PLANNING COMMISSION

2. 1612PC167

3

4

TRANSCRIPT OF HEARING

5

December 15, 2016

6

7

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

8

PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,

9

GULFPORT, MISSISSIPPI, ON THE 15TH DAY OF DECEMBER 2016

10

COMMENCING AT 4:30 P.M. AND REPORTED BY

11

NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

12

13

COMMISSION MEMBERS PRESENT:

14

KEITH WILLIAMS, President

15

COLETTE TOWLES

16

CHARLIE HEWES

17

WILLIAM "PRINCE" JONES

18

DOUG HANCOCK

19

B.J. SELLERS

VIRGINIA ADOLPH

20

EVERETTE "LAD" LADNER

MICHAEL DANIELS

21

22

STAFF PRESENT:

23

GREG PIETRANGELO

GREG HOLMES

THOMAS LANE

CORY LONG

MATILDA WELCH

24

25

N.J. SOROE, CSR #1297

1. 1. Resubdivision 1612PC167

2. MR. WILLIAMS: First case, please.

3. MR. LANE: Yes, sir. First case is a

4. resubdivision, 1612PC167. The property owners or agent

5. for the property owners -- excuse me, no -- it's just the

6. property owners request to resubdivide four tax parcels

7. into six tax parcels zoned R-1-7.5 single family located

8. north of and adjacent to Beach Drive, south of Burke

9. Street, east of and adjacent to Southern Circle, west of

10. Mockingbird Lane, in Ward 2.

11. MR. WILLIAMS: Thank you. Do we have

12. someone here to speak for this case? Someone here to

13. speak for the case?

14. MR. LEFEVRE: I'm not the applicant per

15. se, but I guess I'm kind of a potential applicant in that

16. we have agreed to buy --

17. MR. WILLIAMS: Can we get your name and

18. address?

19. MR. LEFEVRE: I'm sorry. My first name is

20. Airy (ph.) and my last name is LeFevre, 15255 Poole

21. Street, Gulfport.

22. I'm sorry.

23. MR. WILLIAMS: Appreciate it. That's all

24. right.

25. MR. LEFEVRE: I say we're the potential

N.J. SOROE, CSR #1297

1. applicant in that we -- I didn't receive notice of the
2. meeting today, but we were not in the queue to receive
3. notice because we've agreed to buy the property from the
4. Jacobs Trust assuming we can get the subdivision of the
5. property that we're seeking tonight.
6. And by way of history of the deal, the
7. property is located on East Beach Boulevard at the
8. intersection of Mockingbird -- not Mockingbird --
9. Southern Circle Drive in the northeast corner.
10. And our request is to have it subdivided.
11. Let me back up just a second. We went before the Zoning
12. Board of Adjustments and asked for a variance. At that
13. time, we were seeking to have the property divided into
14. four parcels, three on the beach and one on Southern
15. Circle Drive. That would be three beachfront lots and
16. one lot on Southern Circle Drive. That met with a great
17. deal of resistance. And the primary, in my opinion, the
18. primary resistance related to the number of lots we were
19. going to have on East Beach Boulevard on the Scenic
20. Drive. It seems that most people thought three was too
21. many, but that two was okay.
22. So we went back and rethought the whole
23. plan. We got with the adjoining property owner, who is
24. going to explain the nuances of what we're trying to do,

25. and that's William Weatherly.

N.J. SOROE, CSR #1297

1. Basically we are seeking to have two lots
2. on East Scenic Drive, and he's going to explain to you
3. why the request is for six lots when it's really not for
4. six. What we're doing is cleaning up some existing
5. issues with respect to property that is north of the
6. property we're talking about.
7. So I guess basically our request is for
8. the subdivision of the property to have two beachfront
9. lots. The remaining property that's north of the two
10. beachfront lots I'm going to defer to William and let him
11. explain to you exactly what we're talking about there.
12. That's basically all I've got to say. Any
13. questions?
14. MR. WILLIAMS: Any questions of the
15. applicant right now?
16. MR. SELLERS: I guess at some point I want
17. to ask this. But what was the basis of the variance that
18. you were seeking the first time?
19. MR. LEFEVRE: Well, the three beachfront
20. lots required a variance for one of the lots so we could
21. meet the setback.
22. MR. SELLERS: So it was a setback issue?
23. MR. LEFEVRE: Setback issue. The variance
24. was denied. Now what you have before you now requires no

25. variances and meets the subdivision regulations and the

N.J. SOROE, CSR #1297

1. zoning ordinances of the City of Gulfport. There's
2. nothing I ask anything other than a basic subdivision
3. that's available under the subdivision ordinance.
4. That's basically it.
5. MR. WILLIAMS: Any other questions? If
6. something comes up during all discussion, if there's a
7. question that needs to be answered, we'll bring you back
8. up.
9. Thank you. Appreciate it.
10. Anyone else here to speak for the request?
11. MR. WEATHERLY: I have a card. Do I need
12. to turn that in now?
13. MR. WILLIAMS: Yes. Thank you.
14. MR. WEATHERLY: My name is William
15. Weatherly. I live at 140 Southern Circle, Gulfport.
16. And just a little history. I know you got
17. a busy agenda, a lot of people here. I'll try to run
18. through it as quick as I can. But it is a little bit
19. tricky to try to understand, so if you have any
20. questions, just feel free to ask.
21. I lived at part of this property that's
22. being resubdivided for a long time. I was born there.
23. I'm very familiar with the boundaries, the history of it.
24. And part of the confusion comes in because my house is

25. situated on two parcels, but it's kind of really built on

N.J. SOROE, CSR #1297

1. what looks like one. There's always been a separate lot,
2. and I'm going to show you a map and all.
3. Before, if you would have -- before any
4. resubdivision occurs, what's stated in yellow is half of
5. my lot. What you see below that is the outline of the
6. existing house. There's two lots. The yellow and the
7. white piece with a house on it. This has been taxed
8. separately for 45 years, pay two tax bills on it.
9. Now, if you were to approve it, this lot
10. would be flipped to this sort of configuration. Where
11. you see the yellow running east and west, this is
12. Southern Circle, this is the golf course, and Highway 90,
13. to give you some -- so it's going to kind of flip this
14. lot like that. Clean that up.
15. This is basically a side yard. It would
16. be a buildable lot. One day if Mama and I decide in our
17. older years we need to build a smaller house, we
18. theoretically could.
19. What's in orange is getting bigger. You
20. see the old orange outline. That's before any approvals.
21. This would be after. So it's cleaning that piece up,
22. too.
23. That's an old site owned by Tom Eggerston
24. that my brother has an option on this part of it now.

25. And he lives away. He kind of wants to move home and

N.J. SOROE, CSR #1297

1. build a house on this one day. And I said, well, look,
2. with all this going on with the people buying the piece
3. south of us, I started thinking. I said it would be
4. better if I flipped this lot around, if we made this
5. orange lot bigger, makes that better, a better building
6. site for the neighborhood. And then encourage the people
7. behind the property to the south to not do three homes
8. down there, do two, which was the prevalent argument at
9. the hearing we had at the zoning board, a lot of
10. neighbors. And we all agree. Three is too many. Two
11. seems like a better number.
12. And so getting with them, I said, look,
13. why don't I buy this piece from you, this extra orange,
14. that's showing up, and why don't I buy this southernmost
15. lot here, so that would be three lots in a row kind of
16. similar, and y'all keep the two in the front, and we sort
17. of made an agreement, a gentleman's agreement, about
18. that, and subject to you guys approving it, to try to
19. solve the problem that we're all having.
20. Now, I haven't had a chance to visit with
21. all my neighbors. I visited with some of them. And
22. they're kind of like, well, you were with us against
23. these guys before, and now you're for this thing, what's
24. going on. And I've assured them, look, this piece that's

25. in yellow has been vacant for 45 years. There's no quick

N.J. SOROE, CSR #1297

1. construction going to happen there. That's my side lot.
2. The piece in orange has been vacant since Katrina. My
3. brother is not interested in doing anything any time
4. soon. But he has plans. One day he and I may divide
5. these three up into two and come to you and say we need
6. to do two, not three. But this gives us the optionality
7. to do this. I have to have this third lot that's empty
8. to finance the purchase, and I'm going to put it up at
9. the bank and finance it, put some money down, and you
10. know how that works.
11. So it allows me the flexibility to do
12. that. But I'm not in the real estate business. I tell
13. my neighbors I'm not going to go in there and barnstorm
14. and build houses up and down the street. That's not the
15. plan.
16. So rest assured, I think this is the best
17. solution to what is kind of a sticky problem for all of
18. us. We worked with the city people, and they've done a
19. good job. The surveyors and the developers have
20. reconfigured what I think is the best solution. It's not
21. perfect, but it does clean up some problems, and it makes
22. the neighborhood longer term better.
23. I, for one, would like to see two houses
24. built south on the beach. It gets kind of lonely at

25. night down there. For ten years, it's been that way

N.J. SOROE, CSR #1297

1. since Katrina, and I miss neighbors on the beach. So I'm
2. glad that somebody is interested in doing that, and
3. that's a good thing.
4. I understand people have concerns. And
5. I'm here to answer any questions. If anybody has a
6. question about why we're flipping this around or any of
7. this history, I'm glad to answer them.
8. MR. WILLIAMS: Commissioners, any
9. questions right now?
10. So I guess on my part, you said it's just
11. to clarify while you're cleaning up some of that, it does
12. provide additional lots to be built on, but right now the
13. plan is to build on the two that face Scenic Drive is
14. what you're saying.
15. MR. WEATHERLY: That's a good question.
16. And so you can get your minds around this. What are you
17. approving and what's allowed now and what might be
18. allowed. What's allowed now is one lot -- one house to
19. be built on the big Jacobs piece, one house to be built
20. on existing orange piece, and one house to be built on
21. existing yellow piece, and my house. That's four
22. structures that can be built without any approval.
23. If you approve this, in theory you'll have
24. two houses on the beach, my house, that's three, you'll

25. have three other lots. You'll have six potential.

N.J. SOROE, CSR #1297

1. I suspect strongly you're only going to
2. see maybe four, maybe five. I doubt there'll ever be six
3. built there because my brother and I are going to chop
4. that property up somehow that works best for us.
5. This isn't a profiteering enterprise.
6. This is kind of like trying to keep things from coming
7. too quick on you type of deal.
8. So anyway, I'm sorry to my neighbors about
9. being against it to begin with and now being for it. I
10. understand they may think I'm Benedict Arnold, but I'm
11. really trying to do what I think is best.
12. And I am here for any questions.
13. MR. WILLIAMS: Any other questions? All
14. right. Thank you.
15. Anyone else here to speak for the request?
16. Do we have someone here to speak against
17. this request?
18. MS. WICK: Yes. Well, I live -- I'm
19. sorry. I'm Theresa Wick. I live at 205 Southern Circle.
20. I live right when you come into the subdivision there.
21. And we just learned as folks in the
22. subdivision there of their plans. Of course, yes, we did
23. think that he was a snake going behind our back because
24. he was for -- he stood behind us for us until we could

25. really stomach what do they really want to do. And then

N.J. SOROE, CSR #1297

1. now we find out that they're breaking it up into six
2. pieces. And so it's...
3. I invested in Gulfport. I invested into a
4. house, and I put a lot of money into my house to be in
5. Gulfport because of the quality of what Gulfport has to
6. offer. I grew up in D'Iberville. I've been here since
7. 1964.
8. I love where I live. And I love being on
9. the Gulf Coast. Just as the neighbors, some of these
10. neighbors that have been in there since the -- since in
11. the '60s. They have built their homes.
12. So for us to find out shortly that they're
13. wanting to build six, and, yes, they say that they could
14. possibly -- he has no intentions but he didn't have any
15. intentions on going against us, either. So I'm a little
16. concerned on -- I'm not against a man building a house in
17. front. I would love to see a house built there.
18. But I have a deep concern on all of these
19. properties broken down in parcels. And that's my
20. thoughts and feelings.
21. MR. WILLIAMS: Yeah. That's certainly a
22. great question. As commissioners, we have to look at it
23. as when we subdivide these lots homes could be built on
24. all of these lots.

25. MS. WICK: Absolutely.

N.J. SOROE, CSR #1297

1. MR. WILLIAMS: And we have to consider
2. that, also.
3. MS. WICK: Absolutely. And our beaches
4. have been known for the beauty of the extravagant homes
5. that we've had here in the past.
6. Thank you.
7. MR. WILLIAMS: Thank you. Any questions?
8. All right.
9. MR. HEWES: For the neighbors that don't
10. live real close to Mr. Weatherly and the property they're
11. talking about, everybody in the neighborhood does not get
12. a letter notifying them of any changes.
13. Greg, what's the actual footage of that?
14. MR. HOLMES: A hundred sixty feet.
15. MR. HEWES: If you live beyond 160 feet,
16. no one is trying to keep you in the black or keep you out
17. of the loop or do anything underhanded. It's just the
18. way the regulation reads. If you live beyond 160 feet
19. from the property, you're not going to be notified since
20. the city just can't afford to notify everybody that might
21. have interest.
22. So I don't want anybody to think that the
23. city has done anything wrong or that the developer is
24. possibly trying to pull one over on them.

25. Just a point of order there.

N.J. SOROE, CSR #1297

1. MR. WILLIAMS: Good clarification.

2. Anyone else here to speak against the

3. request? Or anyone else here to speak on this request?

4. MS. GRAVES: I'm Shirley Graves, and I

5. live at 246 Southern Circle.

6. And we have a problem with drainage. And

7. not where I live, but down close to Theresa's house, it

8. comes a heavy rain, and ever since I have lived there for

9. twenty something years, they have never been able to fix

10. that drainage problem. It's like a river when we have a

11. heavy rain.

12. What's going to happen if they build all

13. three other pieces of property there? What's going to

14. happen? Because some of these houses, water almost gets

15. into some of the lower ones when these heavy rains come.

16. A lot of issues here that need to be

17. addressed before anything is approved on putting more

18. badly hazard in that area. We have a drainage problem,

19. and the city so far has not been able to fix that

20. drainage. They have done some things to help it, but not

21. enough. One of the houses in the lower part, I've seen

22. it come up right their front door on that.

23. So I think that's something we need to

24. consider before we think about letting even the two

25. houses go in, much less what they're going to build

N.J. SOROE, CSR #1297

1. behind there.

2. MR. WILLIAMS: Thank you for your

3. comments. That's something that comes up a good bit when

4. we're looking at further development in a lot of areas.

5. Unfortunately, we have existing problems

6. that are going to be existing problems whether any

7. development is done or not. And it sounds like y'all

8. have some of that. I know the city is doing a good job

9. of looking into trying to resolve some of these problems.

10. When we have development like this,

11. sometimes it causes some attention to be brought to an

12. existing problem. They have got to submit plans and, you

13. know, their elevations and all the engineering and

14. things. So maybe further development will get further

15. focus on it to resolve some of those issues. Can't

16. guarantee that, but I know that any time the city is

17. looking at it, they'll get the engineers in there, and

18. hopefully something can be done on it.

19. MS. GRAVES: They need to do that before

20. they build any more property.

21. MR. WILLIAMS: I agree.

22. Greg, anything to add to that from

23. planning?

24. MR. HOLMES: Basically we're here tonight

25. just for a resubdivision. If this is approved and

N.J. SOROE, CSR #1297

1. approved by Council, they have to submit plans. And the
2. plans have to be approved by the engineering department.
3. MR. WILLIAMS: Anyone else have comments,
4. questions that you'd like to add on this case?
5. All right. Can we get the staff's
6. recommendation, please?
7. MR. LANE: The request meets the
8. requirements for resubdivision of property. Therefore,
9. staff recommends approval.
10. MR. WILLIAMS: Thank you.
11. All right, commissioners. We've got the
12. staff's recommendation on this case. I'll ask if there's
13. any questions or comments or clarification on this
14. matter, or I'll ask for a motion on the case.
15. MR. SELLERS: Mr. Chairman, I move we
16. approve Case File 1612PC167, along with conditions. And
17. I'd like to state my reason for doing so is that with the
18. zoning being R-1.75, it could have lots as small as 7500
19. square feet, but the smallest one on the parcel is over
20. 10,000, and so the way I see it it's just like it states
21. in the analysis that it meets all the requirements for a
22. resubdivision.
23. MR. WILLIAMS: Thank you. We've got a
24. motion to accept staff's recommendation and approve the

25. case with conditions. Do I have a second?

N.J. SOROE, CSR #1297

1. MS. TOWLES: Second.
2. MR. WILLIAMS: Got a motion and a second.
3. Commissioners, any further discussion on this matter? If
4. not, all those in favor signify by saying aye.
5. (Unanimous vote.)
6. MR. WILLIAMS: Any opposed?
7. (None.)
8. MR. WILLIAMS: It's been approved. Thank
9. y'all.

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N.J. SOROE, CSR #1297

17

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1612PC167

4

5 COURT REPORTER'S CERTIFICATE

6

Shorthand

7 I, Norma Jean Ladner Soroe, Certified

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

9 and ability I have reported the hearing held before the

10 City of Gulfport Planning Commission and that the

11 foregoing 16 pages constitute a true and correct

12 transcription of said hearing held on the 15th day of

13 December 2016.

14 I do further certify that my certificate

certified

15 annexed hereto applies only to the original and

16 transcript. The undersigned assumes no responsibility

17 for the accuracy of any reproduced copies not made under

18 my control and direction.

19 Witness my signature this the 23rd day of

20 December 2016.

21

22

23

24

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

25

N.J. SOROE, CSR #1297



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Police Department

Date: 01/23/2017

Subject: Ordinance - repealing and deleting Chapter 5, Article VI of the Code of Ordinances of the City of Gulfport, Mississippi related to scrap metal dealers in the City of Gulfport.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2017, the following Ordinance:

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND DELETE CHAPTER 5, ARTICLE VI
OF THE CODE OF ORDINANCES OF
THE CITY OF GULFPORT, MISSISSIPPI**

WHEREAS, for some years, the City of Gulfport provided regulation of junk, scrap, recycle and other dealers of special metal materials in Chapter 5, Article VI of the Code of Ordinances which required, among other things and pursuant to a 2007 Ordinance, that scrap metal dealers be licensed through the Gulfport Police Department; and

WHEREAS, thereafter, the Mississippi Legislature enacted numerous and comprehensive amendments to the statutes governing the regulation of scrap metal dealers in the State of Mississippi; including a requirement that scrap metal dealers register with the Secretary of State (Mississippi Code Annotated § 97-17-71.1); and

WHEREAS, the intent of the statutory amendments was to provide uniform and consistent regulation of scrap metal dealers throughout the State of Mississippi; and

WHEREAS, the legislation, among other things, provides that the Secretary of State may promulgate and adopt rules and regulations to accomplish the aforementioned goal and provides penalties for the violation of the statutes and/or the rules and regulations promulgated by the Secretary of State; and

WHEREAS, the City of Gulfport hereby finds that it is in the best interest of the City of Gulfport to repeal Chapter 5, Article VI, and delete the same from the Code of Ordinances due to

the enactment of Miss. Code Ann. § 97-17-71.1 and amendment to other statutes as the State has now provided meaningful regulation of scrap metal dealers and adequate enforcement thereof.

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. The Council further finds and declares that state statute, as the result of recent amendments, now provides protection to the public welfare via regulation of scrap metal dealers.

SECTION 3. That Chapter 5, Article VI, of the Code of Ordinances of the City of Gulfport, Mississippi, should be repealed and otherwise deleted from the Code of Ordinances.

SECTION 4. All provisions of Chapter 5 of the Code of Ordinances of the City of Gulfport, Mississippi, not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 5. This ordinance shall be in full force and effect thirty (30) days after the date of passage, except should it pass unanimously in which case the ordinance shall be in effect immediately upon its passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSNT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2017.

(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 _____, 2017.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Public Works

Date: 01/27/2017

Subject: Ordinance - providing for the Salary of Compensation for certain positions of the City of Gulfport, Mississippi and for related purposes - Public Works Department.

Recommendation:



MEMORANDUM

DATE: January 18, 2017
TO: The Honorable Mayor and City Council
FROM: John R. Kelly, Chief Administrative Officer *J.R.K.*
RE: Request Step Change – Public Works Director

I am requesting a grade/step change for the Public Works Director. Please see the information listed below:

Increase from grade 211/4 to 211/ 6

The total increase for the above change is \$ 4,466.80 which is within the Public Works departmental budget.

I greatly appreciate your consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Ordinance:

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION
FOR CERTAIN POSITIONS OF THE CITY OF GULFPORT, MISSISSIPPI AND
FOR RELATED PURPOSES**

WHEREAS, Mississippi Code Annotated Section 21-8-21(2) 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 to time, as occasion may demand;” and

WHEREAS, the base salary of compensation for the Director of Public Works shall be \$80,914.10;

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 Preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the salary for the Director of Public Works shall be \$80,914.10.

SECTION 3. Nothing in this Ordinance shall be deemed to effect an employee employed by the City on or before September 30, 2009, entitlement 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) in addition to the base pay cited herein.

SECTION 4. That this ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and benefit of the City, it shall go into effect immediately. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

The above and foregoing Ordinance, after having been first reduced to writing and read 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 Ordinance adopted, this the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance submitted to and approved by the Mayor, this the _____ day of _____, 2017.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 01/27/2017

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

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: January 27, 2017

Re: Resolutions to declare property in a state of
uncleanliness and a menace to the public health and
safety of the community and to authorize lot clean-
up and/or demolitions, and for the authority to
advertise for bids to be presented to the City
Council on the 7th day of February, 2017.

Please place the attached item on the Council agenda for
February 7, 2017.

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

The attached items have been routed through the following
departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: January 27, 2017

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions declaring property in a state of uncleanliness to be a menace to the public health and safety of the community and authorizing lot clean-up and/or demolitions and for approval to advertise for bids to be presented on the 7th day of February, 2017, to the City Council:

WARD 1

- Parcel 1: 0711K-03-012.000. Lots 13-16, Blk. 5, Parkway Add. –1101 Fournier Avenue. Cut and clean grounds and remove all trash and debris from site. Remove or relocate appliance(s) to a proper location. Repair vehicle(s) or remove from site. (Owen)
- Parcel 2: 0711H-01-013.000. Lots 21-22, Blk. 3, Sea View Add. – 3604 21st Street. Cut and clean grounds and remove all trash and debris from site. Remove inoperable(s) from site. (Harper)

WARD 2

- Parcel 3: 0811H-01-018.000. Lots 31-32 & W 10 1/2 Ft. of Lot 30, Blk. 10, East Gulfport – 1222 E Railroad Street. Weed eat around slab. Remove tires, trash and debris to a proper disposal site. (Atwood Et Al)
- Parcel 4: 1011D-03-013.000. 156 Markham Drive. Cut and clean grounds and remove all trash and debris from site. (Frazier)

WARD 3

- Parcel 5: 0811C-04-036.001. Lots 9-14 Inc., Blk. 22, Original Gulfport – 24th Avenue. Cut and clean grounds and remove all trash and debris from site. (Wright)
- Parcel 6: 0811C-04-035.000. Lots 1-8, Blk. 22, Original Gulfport - 2601 24th Avenue. Cut and clean grounds and remove all trash and debris from site. (Moore)
- Parcel 7: 0810F-04-025.001. Lots 17-19 & 21, Blk. 269, North Gulfport Subd. – 15243 Martin L. King Blvd. Cut and clean grounds and remove all trash and debris from site. (Turnbough)

WARD 5

- Parcel 8: 0908N-05-001.039. Lot 37, Forest North Subd. Ph. 1 – 10604 Sharp Blvd. Cut and clean grounds and remove all trash and debris from site. (Seymour)

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 7th day of February, 2017, the following Resolution:

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

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

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

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

- Parcel 1: 0711K-03-012.000. Lots 13-16, Blk. 5, Parkway Add. –1101 Fournier Avenue. Cut and clean grounds and remove all trash and debris from site. Remove or relocate appliance(s) to a proper location. Repair vehicle(s) or remove from site. (Owen)
- Parcel 2: 0711H-01-013.000. Lots 21-22, Blk. 3, Sea View Add. – 3604 21st Street. Cut and clean grounds and remove all trash and debris from site. Remove inoperable(s) from site. (Harper)
- Parcel 3: 0811H-01-018.000. Lots 31-32 & W 10 1/2 Ft. of Lot 30, Blk. 10, East Gulfport – 1222 E Railroad Street. Weed eat around slab. Remove tires, trash and debris to a proper disposal site. (Atwood Et Al)
- Parcel 4: 1011D-03-013.000. 156 Markham Drive. Cut and clean grounds and remove all trash and debris from site. (Frazier)
- Parcel 5: 0811C-04-036.001. Lots 9-14 Inc., Blk. 22, Original Gulfport – 24th Avenue. Cut and clean grounds and remove all trash and debris from site. (Wright)
- Parcel 6: 0811C-04-035.000. Lots 1-8, Blk. 22, Original Gulfport - 2601 24th Avenue. Cut and clean grounds and remove all trash and debris from site. (Moore)
- Parcel 7: 0810F-04-025.001. Lots 17-19 & 21, Blk. 269, North Gulfport Subd. – 15243 Martin L. King Blvd. Cut and clean grounds and remove all trash and debris from site. (Turnbough)
- Parcel 8: 0908N-05-001.039. Lot 37, Forest North Subd. Ph. 1 – 10604 Sharp

Blvd. Cut and clean grounds and remove all trash and debris from site. (Seymour)

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 _____, 2017.

(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 _____, 2017.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 01/30/2017

Subject:

Resolution - approving Purchase Agreement with MUSCO and financing agreement with First American for purchase of lighting for Sportsplex Expansion and authorizing the Mayor to execute the same.

Recommendation:

\$1,705,500
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF FEBRUARY 15, 2017, BETWEEN
FIRST SECURITY FINANCE, INC., AS LESSOR, AND THE
CITY OF GULFPORT, MISSISSIPPI, AS LESSEE
CLOSING DATE: FEBRUARY 15, 2017

LIST OF CLOSING DOCUMENTS

**Document
Number**

1. Equipment Lease Purchase Agreement, with the following Exhibits attached:
Exhibit A: Equipment Schedule.
Exhibit B: Payment Schedule.
2. Mississippi Rider to Equipment Lease Purchase Agreement.
3. Escrow Agreement, with the following Exhibit attached:
Exhibit A: Certificate of Acceptance and Payment Request Form.
4. Lessee's Closing Certificate, with authorizing resolution from Lessee's governing body attached.
5. Essential Use Certificate.
6. Opinion of Lessee's Counsel.
7. IRS Form 8038-G.
8. Evidence of Insurance.
9. Purchase Agreement between Lessee and Musco Sports Lighting, LLC.
- [10. Payment and Performance Bonds, together with Dual Obligee Rider.]
11. UCC-1 Financing Statement.
12. Lessee's Acknowledgment to Letter regarding Lessor's role in transaction.
13. Closing Memorandum.
14. Form W-9 from Lessee.
15. Payment Request and Acceptance Certificate No. 1 (costs of issuance).

#

EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT (the “Agreement”), is dated as of February 15, 2017, between **FIRST SECURITY FINANCE, INC.**, a corporation organized and existing under the laws of the State of Arkansas, as Lessor (“Lessor”), and the **CITY OF GULFPORT, MISSISSIPPI**, a political subdivision existing under the laws of the State of Mississippi, as Lessee (“Lessee”), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Agreement**” means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commencement Date**” is the date when the term of this Agreement and Lessee’s obligation to pay rent commences, which date will be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in **Section 13**, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an escrow agent.

“**Equipment**” means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“**Event of Default**” means an Event of Default described in **Section 35**.

“**Issuance Year**” is the calendar year in which the Commencement Date occurs.

“**Lease Term**” means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in **Section 6**.

“**Lessee**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Lessor**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Maximum Lease Term**” means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Payment Schedule.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“**Original Term**” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

“**Payment Schedule**” means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

“**Purchase Price**” means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment.

“**Renewal Terms**” means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee’s fiscal year.

“**Rental Payment Dates**” means the dates set forth on the Payment Schedule on which Rental Payments are due.

“**Rental Payments**” means the basic rental payments payable by Lessee pursuant to **Section 9**.

“**State**” means the State of Mississippi.

“**Vendor**” means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom the Equipment is or has been purchased, as listed on **Exhibit A**.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(p) The useful life of the Equipment will not be less than the Maximum Lease Term.

(q) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, if any, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(r) Lessee has provided Lessor with audited financial statements through September 30, 2015. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under the Agreement since September 30, 2015.

(s) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment under the Agreement over the amount deposited by Lessor in the escrow fund, if any, established under any related escrow agreement and interest earnings thereon.

Section 3. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment, together with any costs of entering into this Agreement that are expected to be financed under this Agreement, will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 4. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Lease Term. The Original Term of this Agreement will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to **Section 6** or **Section 31**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to **Section 8**;

(b) the exercise by Lessee of the option to purchase the Equipment under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under **Section 36**; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 7. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 8** and **Section 12**, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 8. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

Section 9. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 11. Rental Payments To Be Unconditional. Except as provided in **Section 8**, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 12. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, is from year to year and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 13. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the locations specified on **Exhibit A** and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee will immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been installed, the Equipment will not be moved from the locations specified on **Exhibit A** without Lessor's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 15. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 16. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 17. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor.

Section 18. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 31** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 19. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the escrow fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 20. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall also provide to Lessor a payment and performance bond naming Lessor as a dual obligee and issued by a surety company rated "A" or better by AM Best. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums on the thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Within 180 days after the end of each fiscal year, Lessee will provide Lessor with current financial statements, budgets and proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 31**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 9**.

Section 29. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 30. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties running from Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

Section 31. Purchase Option. Lessee will have the option to purchase the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, beginning February 15, 2020, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

Section 32. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 31** represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until (a) Lessee has received written notice of the name and address of the assignee and (b) in the event that such assignment is made to a bank or trust company for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a register by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Lessee, to furnish such information to Lessee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the

Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

Section 35. Events of Default Defined. Subject to the provisions of **Section 8**, any of the following will be "Events of Default" under this Agreement:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;
- (e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then current Original Term or Renewal Term; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment under this Agreement.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 47. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

FIRST SECURITY FINANCE, INC.

By: _____
Name: _____
Title: _____
Address: First Security Center
521 President Clinton Avenue, Ste. 800
Little Rock, AR 72201

CITY OF GULFPORT, MISSISSIPPI

By: _____
Name: Billy Hewes
Title: Mayor
Address: P.O. Box 1780
Gulfport, MS 39501

CERTIFICATION

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the fiscal year of Lessee is from October 1 to September 30.

DATED: February 15, 2017.

By: _____
Name: _____
Title: _____

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT

EQUIPMENT SCHEDULE

Equipment Description:

The Equipment consists of lighting system equipment, described as follows, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

Light-Structure System™ Foundation-to-Poletop Lighting System

- 28 – pre-cast concrete bases
- 28 – 70ft galvanized steel poles
- 192 – Total Light Control™ TLC-LED-1150 factory-aimed and assembled luminaires
- 32 – Ball Tracking Fixture - Total Light Control™ TLC-LED-1150 factory-aimed and assembled luminaires
- Control-Link® Control & Monitoring System Cabinets
- Electrical component enclosures
- Pole length wire harnesses

Built to the following specifications:

- Ballast Input Voltage: 480
- Phase to Pole: Three Phase for all three services
- Structural Integrity: Based upon IBC 2012, 160mph, Exposure C
- Light Level(s): 40 fc for Football/Soccer 1 & 2; 50 fc infield, 30 fc outfield for Softball 1-6

Equipment Location:

Gulfport Sportsplex, 17200 16th Street, Gulfport, Mississippi 39502

Vendor:

Musco Sports Lighting, LLC, 100 1st Avenue West, Oskaloosa, Iowa 52577.

This Equipment Schedule shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to The Huntington National Bank, as escrow agent, pursuant to the Escrow Agreement dated as of February 15, 2017, among Lessor, Lessee and The Huntington National Bank, as escrow agent, which descriptions shall be deemed to be incorporated herein.

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Principal Amount: \$1,705,500

Interest Rate: 3.25%

Rental payments will be made in accordance with **Section 9** and this Payment Schedule.

Rental Payment Date	Total Rental Payment	Principal Portion	Interest Portion	Purchase Price*
02/15/2018	\$ 245,528.27	\$190,099.52	\$55,428.75	\$1,545,708.49
02/15/2019	245,528.28	196,277.76	49,250.52	1,345,505.17
02/15/2020	245,528.27	202,656.78	42,871.49	1,138,795.26
02/15/2021	245,528.27	209,243.13	36,285.14	925,367.27
02/15/2022	245,528.27	216,043.53	29,484.74	705,002.87
02/15/2023	245,528.27	223,064.94	22,463.33	477,476.63
02/15/2024	245,528.28	230,314.56	15,213.72	242,555.78
02/15/2025	245,528.27	237,799.78	7,728.49	0.00
Totals	<u>\$1,964,226.18</u>	<u>\$1,705,500.00</u>	<u>\$258,726.18</u>	

CITY OF GULFPORT, MISSISSIPPI

By: _____
Billy Hewes, Mayor

* Lessee may exercise its option to purchase pursuant to **Section 31(b)** of the Agreement at any time; option to purchase pursuant to **Section 31(a)** of the Agreement may be exercised on February 15, 2020, or any Rental Payment Date thereafter.

**MISSISSIPPI RIDER TO
EQUIPMENT LEASE PURCHASE AGREEMENT**

This Rider to that certain Equipment Lease Purchase Agreement (together with all Exhibits and this Rider, the "Agreement") dated as of February 15, 2017, between FIRST SECURITY FINANCE, INC. (together with its successors and assigns, "Lessor"), and the CITY OF GULFPORT, MISSISSIPPI (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. Section 8 of the Agreement is hereby amended by adding the following language to the end of such Section in accordance with Miss. Code Ann. §§ 31-7-10 and 31-7-13:

The continuation of this Agreement is contingent in whole or in part upon the appropriation of funds by Lessee's governing body to make the Rental Payments required hereunder. If Lessee's governing body fails to appropriate sufficient funds to provide for the continuation of the Rental Payments under this Agreement, then the obligations of Lessee to make such Rental Payments and the corresponding provisions of this Agreement shall terminate on the last day of the fiscal year for which appropriations were made.

Except as specifically set forth in this Rider, all terms and conditions contained in the Agreement will remain in full force and effect and are hereby ratified and confirmed.

LESSOR: FIRST SECURITY FINANCE, INC.

LESSEE: CITY OF GULFPORT, MISSISSIPPI

By: _____

By: _____

Name: _____

Name: Billy Hewes

Title: _____

Title: Mayor

ESCROW AGREEMENT

This Escrow Agreement (the “**Escrow Agreement**”) dated as of February 15, 2017, and entered into among the following parties:

“**Lessor**” means: First Security Finance, Inc., an Arkansas corporation

“**Lessee**” means: City of Gulfport, Mississippi, a body corporate and politic existing under the laws of the State of Mississippi

“**Escrow Agent**” means: The Huntington National Bank, a national banking association

WITNESSETH:

1. This Escrow Agreement relates to and is hereby made a part of the Equipment Lease Purchase Agreement dated as of the date hereof (the “**Lease**”), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease. “**Funding Expiration Date**” shall mean the date which is **eighteen (18) months** after the date of this Escrow Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement.

4. There is hereby established in the custody of Escrow Agent a special trust fund with an account number to be designated by Escrow Agent (the “**Acquisition Fund**”) which shall be held and administered by Escrow Agent in trust in accordance with this Escrow Agreement. The money and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor.

5. Lessor shall deposit \$1,705,500 (the “**Escrow Funds**”) in the Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent, in the **Federated Treasury Obligations Fund (Cusip 60934N872)** or until such time as a representative of Lessee shall instruct Escrow Agent in writing to have the Escrow Funds deposited in another Qualified Investment (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed and in any event not later than the Funding Expiration Date. Such investments shall be held by Escrow Agent in the Acquisition Fund and any interest earned on such investments shall be deposited in the Acquisition Fund. Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. “**Qualified Investments**”, to the extent permitted by law, means: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution, including Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in clauses (i), (ii) , or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in clauses (i), (ii) or (iii) above; provided that such collateral is free and clear of claims of third parties, that Escrow Agent or a third party acting solely as agent for Escrow Agent has possession of such collateral and a perfected first priority security interest in such collateral. Any money market fund (including any money market fund sponsored by Escrow Agent or any affiliate thereof, or for which Escrow Agent or any affiliate serves as investment manager, administrator, shareholder, servicing agent, and/or custodian or subcustodian, notwithstanding the fact that (i) Escrow Agent or an affiliate of Escrow Agent receives fees from such fund for services rendered, (ii) Escrow Agent charges and collects fees rendered pursuant to the Lease, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to the Lease may at times duplicate those provided to such funds by Escrow Agent or its affiliates), which fund is invested solely in obligations described in clauses (i), (ii) or (iii) above. If any of the above-described Qualified Investments are **not** legal investments of Lessee, then Lessee shall immediately notify Escrow Agent which of said Qualified Investments are not legal investments of Lessee, and shall provide Escrow Agent with direction to invest funds in accordance with this Section 6.

7. Monies in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment. Lessee shall send to Lessor one or more properly executed Certificate of Acceptance and Payment Requests (the “**Payment Request Forms**”) executed by Lessee, a copy of which is attached hereto as **Exhibit A**, together with an invoice for the cost of the acquisition of

the Equipment for which payment is requested. Payment Request Forms shall be sent to Lessor via email to the following address: mkillingsworth@crewsfs.com. Upon proper presentation of a Payment Request Form for the invoice at Lessor's satisfaction and approval, Lessor shall provide the Payment Request Form to Escrow Agent and payment shall be made by Escrow Agent from the Acquisition Fund to the payee designated in the Payment Request Form for the cost of the acquisition of the Equipment specified therein. Payment Request Forms delivered to Escrow Agent after 12:00 p.m. E.S.T will be paid the following business day. Without limiting the foregoing, Lessee acknowledges that Lessor shall not approve any disbursement from the Acquisition Fund unless and until Lessee shall have provided to Lessor certificates of insurance evidencing coverage in accordance with Section 22 of the Agreement in form and substance satisfactory to Lessor, and payment and performance bonds naming Lessor as a dual obligee and issued by a surety company rated "A" or better by AM Best in form and substance satisfactory to Lessor.

8. The Acquisition Fund shall terminate upon the earlier of: (a) the disbursement of all funds from the Acquisition Fund, (b) the presentation of a Payment Request Form in the form acceptable to Lessor and identified as the final such request; and (c) the Funding Expiration Date unless otherwise extended by agreement of the parties hereto. Upon any such termination, any amount remaining in the Acquisition Fund shall immediately be paid as follows: first, to Escrow Agent for payment of all reasonable fees and expenses incurred by Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and second, to Lessor or its assignee as directed in writing by Lessor, and Lessor or its assignee shall use such amounts to pay, in whole or in part, in accordance with the Agreement, the Rental Payment(s) coming due on the next succeeding Payment Date or dates (as such terms are defined in the Agreement), unless Lessor uses such amounts in such other manner that, in the opinion of nationally recognized bond counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If Lessor delivers to Escrow Agent written notice of the occurrence of an Event of Default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then Escrow Agent shall immediately remit to Lessor the remaining balance of the Acquisition Fund.

9. Lessee hereby grants Lessor a security interest in the money and investments held by Escrow Agent under this Escrow Agreement as collateral security for the payment and performance of all of Lessee's obligations under the Lease, this Escrow Agreement and any agreement, contract or instrument related to the Lease or this Escrow Agreement. Lessee represents and warrants to Lessor that the money and investments held by Escrow Agent under this Escrow Agreement are free and clear of any Liens other than Lessor's security interests created under this Escrow Agreement. Escrow Agent hereby acknowledges that it holds the money and investments held by Escrow Agent under this Escrow Agreement subject to such security interest created by Lessee as bailee for Lessor.

10. Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent and thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent.

11. Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representation or warranties as to the title to any Equipment or as to the performance of any obligations of Lessor or Lessee.

12. Escrow Agent shall furnish a monthly statement listing all investments to Lessor and to Lessee. Escrow Agent shall keep complete and accurate records of all money received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours.

13. Escrow Agent may: (i) act in reliance upon any writing, notice, certificate, instruction, instrument (each an "**Instrument**") or signature which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such an Instrument; and (iii) assume that any person purporting to give any such Instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Escrow Agreement, Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any Instrument deposited with it, nor as to the identity, authority or right of any person executing the same. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization

and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by Escrow Agent's gross negligence or willful misconduct.

14. Lessee shall indemnify, defend and save harmless Escrow Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in house or outside counsel) ("**Losses**") arising out of or in connection with (a) Escrow Agent's execution and performance of this Escrow Agreement, except to the extent and that such Losses are due to the gross negligence or willful misconduct of Escrow Agent, or (ii) Escrow Agent's following any instructions or other directions from Lessee or Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Section 14 shall survive the termination of this Escrow Agreement and the resignation or removal of Escrow Agent for any reason. In no event shall Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

15. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

16. In the event any court of competent jurisdiction shall hold any provisions of this Escrow Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

17. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and Escrow Agent. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

18. All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received three (3) days after deposit in the United States mail, with postage fully prepaid.

19. EACH PARTY HERETO EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS ESCROW AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ANY PARTY HERETO WITH RESPECT TO THIS ESCROW AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF GULFPORT, MISSISSIPPI

Lessee

By: _____

Title: _____

Address: P.O. Box 1780, Gulfport, MS 39501

FIRST SECURITY FINANCE, INC.

Lessor

By: _____

Title: _____

Address: First Security Center
521 President Clinton Avenue, Ste. 800
Little Rock, AR 72201

THE HUNTINGTON NATIONAL BANK

Escrow Agent

By: _____

Title: _____

Address: 525 Vine Street 14th Floor, Cincinnati, OH 45202

EXHIBIT A TO ESCROW AGREEMENT

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

The Huntington National Bank (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated as of February 15, 2017 (the "Escrow Agreement"), by and among the City of Gulfport, Mississippi ("Lessee"), First Security Finance, Inc. ("Lessor") and the Escrow Agent, is hereby requested to pay from the Acquisition Fund established and maintained thereunder, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment listed in the Equipment Schedule to that certain Equipment Lease Purchase Agreement dated as of February 15, 2017 (the "Agreement"), between Lessor and Lessee:

QUANTITY	DESCRIPTION OF		AMOUNT	PAYEE
	UNITS OF EQUIPMENT			

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered and installed at the location(s) set forth in the Equipment Schedule; (ii) a present need exists for the Equipment which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Agreement; (vii) no Event of Default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Agreement by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Acquisition Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s); and/or (b) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the commencement date identified in the Equipment Schedule and is requesting reimbursement for such payment. A copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2 is hereby attached.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. Lessee hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitutes all of the Equipment subject to the Equipment Schedule.

Date: _____, 20__.

Approved for Payment:

FIRST SECURITY FINANCE, INC., as Lessor

CITY OF GULFPORT, MISSISSIPPI, as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LESSEE'S CLOSING CERTIFICATE

Re: Equipment Lease Purchase Agreement dated as of February 15, 2017, between the City of Gulfport, Mississippi, as lessee ("Lessee"), and First Security Finance, Inc., as lessor ("Lessor") (the "Agreement")

I, the undersigned, the duly appointed, qualified and acting Board Secretary of the above-captioned Lessee do hereby certify as of February 15, 2017, as follows:

(1) Lessee did, at a meeting of the governing body of Lessee held February 7, 2017, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and the related escrow agreement on its behalf by the following named representative of Lessee:

Billy Hewes	Mayor	
Printed Name	Title	Signature
<i>[This signature line to be signed by person who executed the Agreement and the related escrow agreement on behalf of Lessee.]</i>		

(2) The above-named representative of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) At the meeting described in (1) above, the representative of Lessee named in (1) above and the officers or employees of Lessee from time to time holding the offices or titles set forth below were designated as authorized representatives of Lessee for the Agreement and the related escrow agreement (any of them acting alone), and each of the persons listed below is the current holder of the office or title indicated and the signature set forth opposite name of each of them is the true and correct specimen of his or her genuine signature:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(4) The meeting of the governing body of Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded. *Attached hereto is a true and correct copy of the resolution or other documents constituting such official action.*

(5) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(6) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(7) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(8) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(9) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(10) Lessee initial here if the following provision IS applicable: _____:

Lessee initial here if the following provision IS NOT applicable: _____:

Lessee hereby designates the Agreement as a “qualified tax-exempt obligation” as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including the Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of the Agreement as a “qualified tax-exempt obligation” will not be adversely affected.

(11) The correct billing address for Rental Payments is as follows:

City of Gulfport, Mississippi
P.O. Box 1780
Gulfport, MS 39501
Attention: _____

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of Lessee the day and year first above written.

By: _____
Name: _____
Title: _____

Subscribed and affirmed before me this _____ day of February, 2017.

Signed: _____

My commission expires: _____

(NOTARY SEAL)

ATTACHMENT TO
LESSEE'S CLOSING CERTIFICATE
COPY OF AUTHORIZATION DOCUMENT
(per Section 4)

(Please attach. Attached is a form of resolution for adoption by governing body, if no resolution previously adopted.)

RESOLUTION

The undersigned, being the officer identified below of the City of Gulfport, Mississippi (the "Lessee"), hereby certifies that the following is a true and correct copy of a resolution adopted by the governing body of the Lessee at a meeting duly held on February 7, 2017.

* * * *

WHEREAS, the City of Gulfport, Mississippi (the "Lessee") is a political subdivision duly organized under the constitution and laws of the State of Mississippi; and

WHEREAS, it is hereby determined that a true and real need exists for the acquisition and installation of lighting system equipment at the Gulfport Sportsplex (the "Equipment"); and

WHEREAS, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into an Equipment Lease Purchase Agreement (the "Agreement") with First Security Finance, Inc., as lessor (the "Lessor"), and certain related documents, for the purposes described therein, including the leasing of the Equipment;

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

Section 1. The Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the Mayor of the Lessee is hereby authorized to execute and deliver the Agreement on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 2. The Escrow Agreement (the "Escrow Agreement"), among the Lessee, the Lessor and the escrow agent named therein, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the Escrow Agreement is hereby authorized to be executed and delivered on behalf of the Lessee by a duly authorized officer of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 3. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Agreement and the Escrow Agreement.

Section 4. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

* * *

I further certify that the foregoing resolution has not been modified, amended or repealed and is in full force and effect as of the date hereof.

WITNESS my hand this 7th day of February, 2017.

CITY OF GULFPORT, MISSISSIPPI

By: _____
Name: _____
Title: _____

ESSENTIAL USE CERTIFICATE

February 15, 2017

First Security Finance, Inc.
First Security Center
521 President Clinton Avenue, Ste. 800
Little Rock, AR 72201

Re: Equipment Lease Purchase Agreement dated as of February 15, 2017, between the City of Gulfport, Mississippi, as lessee ("Lessee"), and First Security Finance, Inc., as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

I, Billy Hewes, a duly elected, appointed, or designated representative of the City of Gulfport, Mississippi ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*

2. *What increased capabilities will the Equipment provide?*

3. *Why is the Equipment essential to your ability to deliver governmental services?*

4. *Does the Equipment replace existing equipment?*
(If so, please explain why you are replacing the existing equipment)

5. *Why did you choose this specific Equipment?*

6. *For how many years do you expect to utilize the Equipment?*

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Very truly yours,

CITY OF GULFPORT, MISSISSIPPI

By: _____
Billy Hewes, Mayor

[OPINION OF LESSEE COUNSEL—PLEASE FURNISH ON ATTORNEY’S LETTERHEAD]

February 15, 2017

First Security Finance, Inc.
First Security Center
521 President Clinton Avenue, Ste. 800
Little Rock, AR 72201

Re: Equipment Lease Purchase Agreement dated as of February 15, 2017, between the City of Gulfport, Mississippi, as lessee (“Lessee”), and First Security Finance, Inc., as lessor (“Lessor”) (the “Agreement”)

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Agreement, which, among other things, provides for the lease by Lessee from Lessor of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of February 15, 2017 (the “Escrow Agreement”), among Lessor, Lessee and The Huntington National Bank, as Escrow Agent, (c) an executed copy of the resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and the Escrow Agreement, and (f) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Mississippi, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and the Escrow Agreement and to perform its obligations under the Agreement and the Escrow Agreement.
3. The Agreement and the Escrow Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement and the Escrow Agreement are valid and binding obligations of Lessee enforceable in accordance with their respective terms.
4. The authorization, approval and execution of the Agreement and the Escrow Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement and the Escrow Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
6. The Equipment to be leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
7. The authorization, execution, delivery and performance of the Agreement and the Escrow Agreement by Lessee do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.

All capitalized terms herein will have the same meanings as in the Agreement. Lessor and its successors and assigns are entitled to rely on this opinion.

Very truly yours,

8038-G QUESTIONNAIRE FOR COMPLETION BY LESSEE

(Lessor Counsel will prepare and file Form 8038-G with IRS after receiving this completed and signed questionnaire.)

Name of Lessee: City of Gulfport, Mississippi
Address of Lessee: P.O. Box 1780, Gulfport, MS 39501
Contact Person: _____
Telephone number: _____
Email address: _____
Lessee's FEIN: _____

GENERAL

The Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation) asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G upon execution and delivery of the Lease.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. Further information is available at <http://www.gilmorebell.com> under the "Continuing Compliance" header. If you have any questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.
Yes ___ No ___ If Yes, please attach a copy.
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?
Yes ___ No ___ If Yes, please attach a copy.

Part 2 – Reimbursement of Prior Expenditures

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease? **Yes ___ No ___** *If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).*

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

2. Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$ _____

Date: February 15, 2017.

CITY OF GULFPORT, MISSISSIPPI

By: _____
Name: _____
Title: _____

EVIDENCE OF INSURANCE

INSURANCE CERTIFICATES (PROPERTY AND LIABILITY) RESPECTING THE EQUIPMENT WITH THE FOLLOWING PARTY SHOWN AS LOSS PAYEE AND ADDITIONAL INSURED:

First Security Finance, Inc. and its successors and assigns
First Security Center
521 President Clinton Avenue, Suite 800
Little Rock, AR 72201

[To be provided by Lessee prior to Disbursement of Funds from Escrow Fund for payment of costs for the Equipment.]

PURCHASE AGREEMENT BETWEEN LESSEE AND MUSCO SPORTS LIGHTING, LLC

[To be provided by Lessee prior to Closing Date.]

[IF REQUIRED BY LESSOR]

PAYMENT AND PERFORMANCE BONDS RESPECTING THE EQUIPMENT, INCLUDING DUAL OBLIGEE RIDER
SHOWING THE FOLLOWING PARTY AS ADDITIONAL OBLIGEE:

First Security Finance, Inc. and its successors and assigns
First Security Center
521 President Clinton Avenue, Suite 800
Little Rock, AR 72201

[To be provided by Vendor prior to Disbursement of Funds from Escrow Fund for payment of costs for the Equipment.]

UCC-1 FINANCING STATEMENT

[To be prepared and filed by Counsel to First Security Finance, Inc.]

CLOSING MEMORANDUM

[To be provided by First Security Finance, Inc.]

FORM W-9 FROM LESSEE

[For completion and signature by Lessee.]

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

____ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST NO. 1

The Huntington National Bank (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated as of February 15, 2017 (the "Escrow Agreement"), by and among the City of Gulfport, Mississippi ("Lessee"), First Security Finance, Inc. ("Lessor") and the Escrow Agent, is hereby requested to pay from the Acquisition Fund established and maintained thereunder, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment listed in the Equipment Schedule to that certain Equipment Lease Purchase Agreement dated as of February 15, 2017 (the "Agreement"), between Lessor and Lessee:

DESCRIPTION OF		AMOUNT	PAYEE
QUANTITY	UNITS OF EQUIPMENT		

See **Schedule 1** attached hereto.

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered and installed at the location(s) set forth in the Equipment Schedule; (ii) a present need exists for the Equipment which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Agreement; (vii) no Event of Default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Agreement by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Acquisition Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s); and/or (b) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the commencement date identified in the Equipment Schedule and is requesting reimbursement for such payment. A copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2 is hereby attached.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. Lessee hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitutes all of the Equipment subject to the Equipment Schedule.

Date: February 15, 2017.

Approved for Payment:

FIRST SECURITY FINANCE, INC., as Lessor

CITY OF GULFPORT, MISSISSIPPI, as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: Billy Hewes
Title: Mayor

**SCHEDULE 1 TO
CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST NO. 1
DATED FEBRUARY 15, 2017**

LIST OF PAYMENTS

Payee	Amount	Purpose
The Huntington National Bank Cincinnati, Ohio (Invoice to be provided.)	\$500	Escrow Agent Fee
Gilmore & Bell, P.C. Kansas City, Missouri (Invoice to be provided.)	\$5,000	Lessor Counsel Fee

[\$1,800,000]
EQUIPMENT LEASE PURCHASE AGREEMENT
BETWEEN
FIRST SECURITY FINANCE, INC., AS LESSOR, AND THE
CITY OF GULFPORT, MISSISSIPPI, AS LESSEE
(THE "LEASE")

DUE DILIGENCE TAX QUESTIONNAIRE

For purposes of this Questionnaire, the term "Non-Qualified User" includes private for-profit companies, 501(c)(3)/non-profit organizations, the federal government or any agency of the federal government.

* * *

Leases. Are there or are there expected to be any short-term or long-term agreements that provide a Non-Qualified User with legal rights to use, benefit from, or otherwise lease the Gulfport Sportsplex (including, but not limited to, any concession areas or other ancillary, but related portions of the soccer, baseball and softball fields)?

Yes ____ No ____

If your response is "Yes" to the question above, please include a copy of each lease or use agreement or information about the proposed lease.

Service and Use Agreements. Are there or are there expected to be any agreements with Non-Qualified Users to provide management functions or any other services (including, but not limited to, private lessons, pro instruction, tournament management, etc.)?

Yes ____ No ____

If all of these services and/or management functions are performed by an employee of the City, answer "No" to the question above and note that in your response to this question.

If your response is "Yes" to the question above, please include a copy of each agreement or information about the proposed agreement.

Bank Qualification. Does the City or any subordinate entity thereof expect to issue tax-exempt obligations during this calendar year in an aggregate principal amount greater than \$10,000,000?

Yes ____ No ____

Dated: _____, 2017.

CITY OF GULFPORT, MISSISSIPPI

By: _____
Title: _____

Gulfport Sportsplex Expansion – Gulfport, MS- 10/17/16

NATIONAL JOINT POWERS ALLIANCE - NJPA

Master Project: 170558, Contract Number: 082114-msl, Expiration: 09/16/2018 (Renewable annually)

Category: Facility & MRO, Sub-Category: Athletic Field / Court and Parking Lot Lighting Systems

Ballfields 1-6 and (2) Soccer Fields Quotation Price –Materials and Installation

Musco's Light-Structure Green™ as described below, and delivered to the job site:

LED Light Source.....\$ 1,700,000.00**HID Metal Halide Light Source**\$ 1,620,000.00

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Equipment Description: For both LED Light Source OR HID Metal Halide Light Source

Light-Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- Remote electrical component enclosures
- Pole length wire harnesses
- Factory-aimed and assembled luminaries

Controls:

- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactor Cabinet with contactors sized for 480 volt 3 phase

Warranty:

LED light source:

- Unmatched product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Guaranteed light levels of 50 footcandles infield/ 30 footcandles outfield for ball fields
- Guaranteed light levels of 40 footcandles for soccer fields

HID Metal Halide Light Source:

- Unmatched product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Guaranteed light levels of 70 footcandles infield/ 50 footcandles outfield for ball fields
- Guaranteed light levels of 50 footcandles for soccer fields
- Two group re-lamps at the end of the lamps' rated life, 5,000 hours



Payment Terms

To be determined between Musco Credit Department and Customer.

Unless the project is lease purchased through Musco and then the terms of the lease prevail.

Email or fax a copy of the Purchase Order to Musco Sports Lighting:

Musco Sports Lighting, LLC
Attn: Amber Schulte
Fax: 800-374-6402
E-mail: musco.contracts@musco.com

All purchase orders should note the following:

National Joint Powers Alliance-NJPA purchase - Contract Number: 082114-MSL

Late payment will be subject to service charges of 1½% per month (18% APR). Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days for HID and 6-8 weeks for LED. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Field Sizes of 215'/220'/215' (Quantity 6) for softball and 360'x210' (Quantity 2) for soccer/football
- 480 Volt, 3 Phase electrical system requirement
- Structural code and wind speed = 2012 IBC, 160 MPH, Importance Factor 1.0 Exposure C.
- Confirmation of pole locations prior to production
- Please reference attached Scope of Work for additional project details

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

Jason McKnatt
Musco Lighting
Field Sales Mississippi & Louisiana
662-402-1080 Cell
jason.mcknatt@musco.com



Purchase Agreement

Date: December 9, 2016

Project Name: Gulfport Sportsplex Expansion

Project #: 181513

1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1 st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Yuli Diaz Email: yuliana.diaz@musco.com Telephone: 641-673-0411 800-825-6020 Ext 4073 Fax: 800-374-6402	2. BUYER NAME AND ADDRESS: City of Gulfport (the "Buyer") 2309 15 th Street Gulfport, MS 39502 Attn: David D'Aquila Email: ddaquilla@ci.gulfport.ms.us Telephone: 228-868-5881 Fax: 228-868-5883
3. OWNER NAME AND ADDRESS: City of Gulfport 2309 15 th Street Gulfport, MS 39502 Attn: David D'Aquila Email: ddaquilla@ci.gulfport.ms.us Telephone: 228-868-5881 Fax: 228-868-5883	4. SHIPPING NAME AND ADDRESS: Gulfport Sportsplex 17200 16 th Street Gulfport, MS 39503 Attn: Casey Weaver Email: cweaver@weaveelectric.us Telephone: 228-265-7740 Fax: 228-265-7742
5. WARRANTY CONTACT: City of Gulfport 2309 15 th Street Gulfport, MS 39502 Attn: David D'Aquila Email: ddaquilla@ci.gulfport.ms.us Telephone: 228-868-5881 Fax: 228-868-5883	6. FACILITY NAME AND ADDRESS: Gulfport Sportsplex 17200 16 th Street Gulfport, MS 39503

- 7. EQUIPMENT DESCRIPTION** – Musco shall sell, transfer and deliver to Buyer, and Buyer will purchase, accept and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement. Musco's lighting system consisting of:

Light-Structure System™ Foundation-to-Poletop Lighting System

- 28 – pre-cast concrete bases
- 28 – 70ft galvanized steel poles
- 192 – Total Light Control™ TLC-LED-1150 factory-aimed and assembled luminaires
- 32 – Ball Tracking Fixture - Total Light Control™ TLC-LED-1150 factory-aimed and assembled luminaires
- Control-Link® Control & Monitoring System Cabinets
- Electrical component enclosures
- Pole length wire harnesses

Built to the following specifications:

- Ballast Input Voltage: 480
- Phase to Pole: Three Phase for all three services
- Structural Integrity: Based upon IBC 2012, 160mph, Exposure C
- Light Level(s): 40 fc for Football/Soccer 1 & 2; 50 fc infield, 30 fc outfield for Softball 1-6

- 8. RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:

- Confirm supply voltage required for lighting system.
- Provide confirmation on pole locations.
- Provide electrical design and materials for electrical distribution system.
- Provide labor and equipment for installation of electrical distribution system.



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www.musco.com • lighting@musco.com

Purchase Agreement

Date: December 9, 2016

Project Name: Gulfport Sportsplex Expansion

Project #: 181513

9. **MUSCO SERVICES** – Musco agrees to provide design and layout for the lighting system. In addition to the purchase and sale of the Equipment, Musco agrees to provide, itself or through its subcontractors, the following (the “Services”):

Scope of Work Gulfport Sportsplex Expansion

Customer Responsibilities:

1. Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by “One Call” and irrigation systems and sprinkler heads. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Survey in and stake all field boundaries, reference points as in Home Plates, Foul Lines and field center points per Musco supplied layout.
4. Owner responsible for any power company fees and requirements. (If necessary).
5. Provide area on site for disposal of spoils from foundation excavation.

Musco Responsibilities:

1. Provide required poles, fixtures, and foundations.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on 2500psf soils and Geotech Report.
5. Provide Payment and Performance Bonding.
6. Provide sealed Electrical Plans.

Musco Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including ballast boxes), as necessary and waste disposal.
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Obtain any required permitting.
5. Provide materials and equipment to install or upgrade electrical service panels as required or necessary.
6. Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.
7. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
8. Provide materials and equipment to install (28) LSS foundations as specified on Layout. Bases will be precut at factory before shipping.
9. Remove spoils to owner designated location at jobsite.
10. Provide materials and equipment to assemble (224) LSG fixtures and terminate all necessary wiring.
11. Provide equipment and materials to assemble and erect (28) LSS Poles.
12. Provide equipment and materials to install Lighting Contactor Cabinets and terminate all necessary wiring.
13. Provide step down transformer for 120v control circuit if not available.
14. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319).
15. Check all Zones to make sure they work in both auto and manual mode.
16. 1 hour comprehensive burn of all lights on each zone.
17. Set base line for the DAS (Diagnostic Acquisition System)
18. Keep all heavy equipment off of playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
19. Provide startup and aiming as required to provide complete and operating sports lighting system.
20. Provide as built drawings on completion of installation. (This will be required before final payment)



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Purchase Agreement

Date: December 9, 2016

Project Name: Gulfport Sportsplex Expansion

Project #: 181513

10. CONSTANT 25™ WARRANTY & MAINTENANCE PROGRAM (the “Warranty”) – Musco shall provide parts, labor and services as outlined in the Musco Constant 25 Warranty Agreement to maintain operation of lighting equipment included in the Equipment for a period of up to 25 years on the following terms:

- **Warranty Service Begins:** On the date of product shipment
- **Expiration Date:** 25 years from date of shipment
- **Monitoring, Maintenance & Control Services**
- **Light levels** – shall be guaranteed for 25 years

Area of Lighting	Number of Luminaires	Target Light Levels	Number of Group Relamps	Estimated Annual / 25 Year Estimated Usage Hours
Football/Soccer 1	36	40 FC	0	300 / 7,500
Football/Soccer 2	36	40 FC	0	300 / 7,500
Softball 1	25	50 FC infield 30 FC outfield	0	300 / 7,500
Softball 2	26	50 FC infield 30 FC outfield	0	300 / 7,500
Softball 3	25	50 FC infield 30 FC outfield	0	300 / 7,500
Softball 4	25	50 FC infield 30 FC outfield	0	300 / 7,500
Softball 5	26	50 FC infield 30 FC outfield	0	300 / 7,500
Softball 6	25	50 FC infield 30 FC outfield	0	300 / 7,500

11. TOTAL PRICE – Buyer will pay for the above-described Equipment and, if applicable, Services the Total Price of \$1,700,000.00 plus applicable taxes, payable as follows.

- \$1,700,000.00 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement. Price does not include sales tax.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.



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Purchase Agreement

Date: December 9, 2016

Project Name: Gulfport Sportsplex Expansion

Project #: 181513

- 12. TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

☐ Taxable

☒ Non-Taxable

(Copy of resale or exemption certificate must be attached.
Note: Just holding a sales tax permit does not, in and of itself,
qualify for a non-taxable sale.)

- 13. PAYMENT/PERFORMANCE BONDING** – Is there a bond on this project? ☐ Yes ☐ No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

- 14. DELIVERY** – Normal delivery to the shipping address indicated above is 6-8 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon delivery by Musco of such Equipment to the shipping location indicated above.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

- 15. NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (800-825-6020). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

- 16. EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.

- 17. LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.



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Purchase Agreement

Date: December 9, 2016

Project Name: Gulfport Sportsplex Expansion

Project #: 181513

- 18. SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the “Secured Property”). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
- 19. INSURANCE** – From and after delivery, regardless of the pending performance of the Services, until such time as Buyer has performed in full all obligations contained herein, Buyer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business practices. Buyer shall name Musco as loss payee until such time as Buyer has performed in full all obligations contained herein.
- 20. DEFAULT** – Each of the following shall constitute a default (“Default”) under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
- 21. REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer’s premises and taking possession of the Secured Property. All the remedies described herein are cumulative, and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney’s fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
- 22. FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco’s reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).
- 23. EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.
- When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- 24. CONDITIONS OF AGREEMENT**
- a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.



____ Initials

© 1999, 2016 Musco Sports Lighting, LLC • M-1010-enUS-20

www.musco.com • lighting@musco.com

Purchase Agreement

Date: December 9, 2016

Project Name: Gulfport Sportsplex Expansion

Project #: 181513

- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

CITY OF GULFPORT

Acceptance

this _____ day of _____, 20____

Signature

David D'Aquilla, Parks & Rec Director

Name and Title

MUSCO SPORTS LIGHTING, LLC

Acceptance

this _____ day of _____, 20____

Signature

Name and Title

Please remember to initial and return all pages of this agreement.



Initials

© 1999, 2016 Musco Sports Lighting, LLC • M-1010-enUS-20

www.musco.com • lighting@musco.com



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 01/24/2017

Subject: Resolution - approving One Year Extension of Master Engineering Services Agreements 2014 and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE
SUPPLEMENTAL AGREEMENT NO. 3 TO ENGINEERING MASTER SERVICES
AGREEMENTS WITH WAGGONER ENGINEERING, INC., PICKERING FIRM, A.
GARNER RUSSELL & ASSOCIATES, NEEL-SCHAFFER, AND GEC, INC., AND
SUPPLEMENTAL AGREEMENT NO. 4 WITH BROWN, MITCHELL & ALEXANDER,
INC., TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF
THE CITY, AND FOR RELATED PURPOSES**

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

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

WHEREAS, the City desires to extend these contracts for one (1) calendar year term as allowed by the contract, to be extended to March 1, 2017, at 11:59 P.M. via Supplemental Agreement No. 3 (Supplemental Agreement No. 4 for Brown, Mitchell & Alexander, Inc.) which is attached hereto as Exhibit "A".

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

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

Section 2. That the proposed Supplemental Agreement No. 3 to the Agreements between the City of Gulfport and Waggoner Engineering, Inc., Pickering Firm, A. Garner Russell & Associates, Neel-Schaffer, and GEC, Inc., and Supplemental Agreement No. 4 to the Agreement with Brown, Mitchell & Alexander, Inc., be and they are hereby approved in the form as attached hereto as Exhibit "A" and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2017.

(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 _____, 2017.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: January 25, 2017

**Re: Engineering Master Services Agreement
Supplemental Agreement #3 – One Year Extension**

Attached for your consideration is Supplement Agreement #3 to the Master Services Agreement for Design Engineering Services Agreement. Original agreement began in January 2014 with the six (6) below listed firms. Request permission to extend for one (1) additional year ending March 1, 2018.

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

Thank you for your consideration.

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Linda Elias, Finance

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

Date: 1/23/17

**Re: Supplemental Agreement No. 3 - Recommendation to Approve One-Year Extension
-Engineering Master Services Agreements 2014**

Attached for your consideration is Supplemental Agreement No. 3, in the additive amount of one (1) calendar year. In January 2014, contracts were approved and executed with six (6) firms for the Engineering Master Services agreement. Those firms are listed below.

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

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

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

I recommend approval of Supplemental Agreement No. 3 (Supplemental Agreement for Brown, Mitchell, & Alexander No. 4) for the one (1) year extension for each of the six (6) Engineering Firms listed above. The new contract term shall terminate on March 1, 2018 at 11.59 P.M. Please place this item on the February 21, 2017 Council Agenda.

SUPPLEMENTAL AGREEMENT NO. 3

ENGINEERING MASTER SERVICES AGREEMENT 2014

THIS SUPPLEMENTAL AGREEMENT NO. 3 to the Contract is hereby entered into and agreed to by and between the **CITY OF GULFPORT, MISSISSIPPI** ("**City**" or "**Owner**") and _____ ("**Consultant**") on the dates hereinafter set forth for the purpose of amending in writing certain covenants and conditions of that certain ENGINEERING MASTER SERVICES AGREEMENT 2014 FOR THE CITY OF GULFPORT (herein "**the Contract**"), approved by the Gulfport City Council and signed by the Mayor on February 4, 2014, and subsequently signed and executed by the authorized representative of (Consultant), the Contract is amended by SUPPLEMENTAL AGREEMENT NO. 1; and the Contract is hereby further amended by this SUPPLEMENTAL AGREEMENT NO. 2; and the Contract is hereby further amended by this SUPPLEMENTAL AGREEMENT NO. 3 as follows:

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

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

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

WHEREAS, the SUPPLEMENTAL AGREEMENT NO. 2 extends the term to March 1, 2017;

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

NOW THEREFORE, for the purposes hereinabove set forth, it is hereby agreed by and between the parties that the Supplemental Agreement No. 3 be hereby effective March 1, 2017, as follows:

A. That the contract term shall be extended one (1) year and shall terminate on March 1, 2018 at 11:59 P.M.

B. This Supplemental Agreement No. 3 in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

IN WITNESS WHEREOF, each of the Owner and Consultant has caused this Supplemental Agreement No. 3 to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated, having been first duly authorized so to act.

OWNER:

CITY OF GULFPORT, MISSISSIPPI

ATTESTED BY:

By: _____
Mayor

Deputy City Clerk

_____, 2017

CONSULTANT:

ATTESTED BY

By: _____
Authorized Representative

Secretary

_____, 2017



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 01/20/2017

Subject: Resolution - approving Amendment #1 to Professional Services Agreement with Norman "Pat" Pope for domestic violence prosecutor services and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT WITH NORMAN “PAT”, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AMENDMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport employs a full-time City Prosecutor who serves as Administrator of the City Prosecutor’s Office in the City’s Legal Department and contracts with a part-time “domestic violence prosecutor” who focuses on prosecution of domestic violence cases and whose work is funded by a JAG grant thru the Mississippi Department of Public Safety; and

WHEREAS, also funded by a JAG grant thru the Mississippi Department of Public Safety is a part-time position of “domestic violence investigator” which position is now or will shortly be vacant; and

WHEREAS, retired police officer Norman “Pat” Pope has contracted with the City to perform the work of the part-time domestic violence investigator pursuant to the terms of a Professional Services Agreement; and

WHEREAS, it is necessary to amend the agreement to provide for the City to provide Pope with certain electronic equipment (including, but not limited to, computer, monitor, scanner) which may be connected to the City’s network to assist with the conduct of his work.

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 Amendment #1 to the Professional Services Agreement between the City of

Gulfport and Norman "Pat" Pope be and it is hereby approved in substantially the same form as is found in Exhibit "A" to this resolution, and the Mayor be and he 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 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 _____, 2017.

(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 _____, 2017.

APPROVED:

MAYOR

Amendment #1
to the Professional Services Agreement between
City of Gulfport
and
Norman "Pat" Pope

This Amendment is attached to, made a part of, and incorporated by referenced into a Professional Legal Service Contract made on the 4th day of October, 2016, between the City of Gulfport and Norman "Pat" Pope, pursuant to which Pope agreed to provide assistance with domestic violence prosecutorial work in the (as more fully described in the Professional Services Agreement). In order to better serve the needs of the prosecutor's office, as well as provide with certain tools to aid in the conduct of his work, Paragraph 8.c. of the Professional Services Agreement shall be amended to read:

(c) Pope agrees that he has secured or will secure at his own expense, all persons, employees, equipment, and other resources required to perform the services contemplated and required under this Agreement. Notwithstanding, as Pope will perform a large portion of his work in an office provided by the City in the Municipal Court building, the City shall provide him with a computer, monitor, scanner and other electronic equipment as may be required to be connected to and worked thru the City's network.

This Amendment #1 is effective as of the date that it is executed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of this the _____ day of _____, 2017.

City of Gulfport

Norman "Pat" Pope

Honorable Billy Hewes, Mayor

Norman "Pat" Pope



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Laurie Toups, Main Street Director
Main Street

Date: 01/10/2017

Subject: Resolution - expanding the boundaries of Gulfport Main Street area to include the section of land between 25th Avenue and 30th Avenue, from the railroad tracks to 19th Street and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE THE EXPANSION OF THE GULFPORT MAIN STREET
ASSOCIATION BOUNDARIES, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, along with the Gulfport Main Street Association, supports quality economic development within the boundaries of the Main Street district which includes the downtown central business district, the gateway entrance long 25th Avenue from Pass Road, 30th Avenue to 19th Street, Jones Park, the Gulfport small craft harbor and the Port of Gulfport; and

WHEREAS, downtown Gulfport has experienced a surge of new development attracting numerous businesses, tourists and local business patrons; and

WHEREAS, Gulfport Main Street Association has proposed to expand the current boundaries of the Gulfport Main Street Association to include that section of land between 25th Avenue and 30th Avenue from the Railroad Tracks to 19th Street as set forth in the Resolution adopted by the Board of Directors of the Gulfport Main Street Association attached hereto as Exhibit “A”; and

WHEREAS, approval of the expansion of the Gulfport Main Street Association boundaries is believed to be in the best interest of the City of Gulfport as a tool to assist with further downtown economic development.

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

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

SECTION 2. That the City Council and Mayor of the City of Gulfport approve of the expansion of the Gulfport Main Street Association boundaries designed to support quality economic development within the proposed expanded district.as is found in Exhibit “A” to this resolution and is hereby found to be in the best interest of the City.

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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

RESOLUTION
ADOPTED BY THE BOARD OF DIRECTORS OF THE
GULFPORT MAIN STREET ASSOCIATION
January 5, 2017

WHEREAS, Gulfport Main Street Association supports quality economic development within the boundaries of the Main Street district which includes the downtown central business district, the gateway entrance long 25th Avenue from Pass Road, 30th Avenue to 19th Street, Jones Park, the Gulfport small craft harbor and the Port of Gulfport; and

WHEREAS, downtown Gulfport has experienced a surge of new development attracting numerous businesses, tourists and local business patrons; and

WHEREAS, Gulfport Main Street Association proposes to expand the current boundaries of the Gulfport Main Street Association to include that section of land between 25th Avenue and 30th Avenue from the Railroad Tracks to 19th Street; and

BE IT RESOLVED that the Board of Gulfport Main Street supports the expansion of the Gulfport Main Street Association Boundaries designed to support quality economic development for those businesses located within the proposed expanded district.

This Resolution is adopted by the Board of Directors of Gulfport Main Street Association on this the 5th day of January 2017.



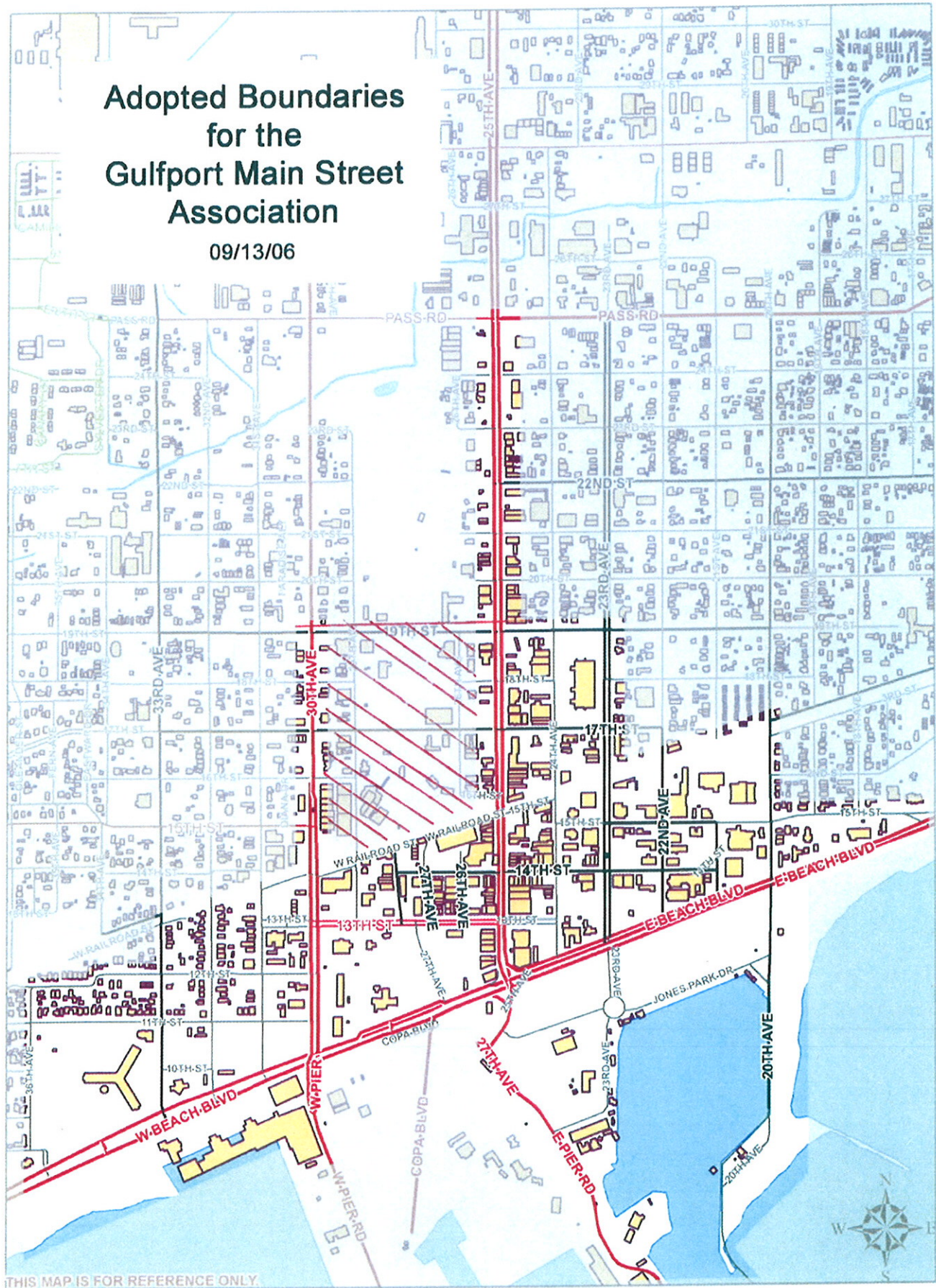
Johnny Olsen
President
Gulfport Main Street Association



Laurie Toups
Executive Director
Gulfport Main Street Association

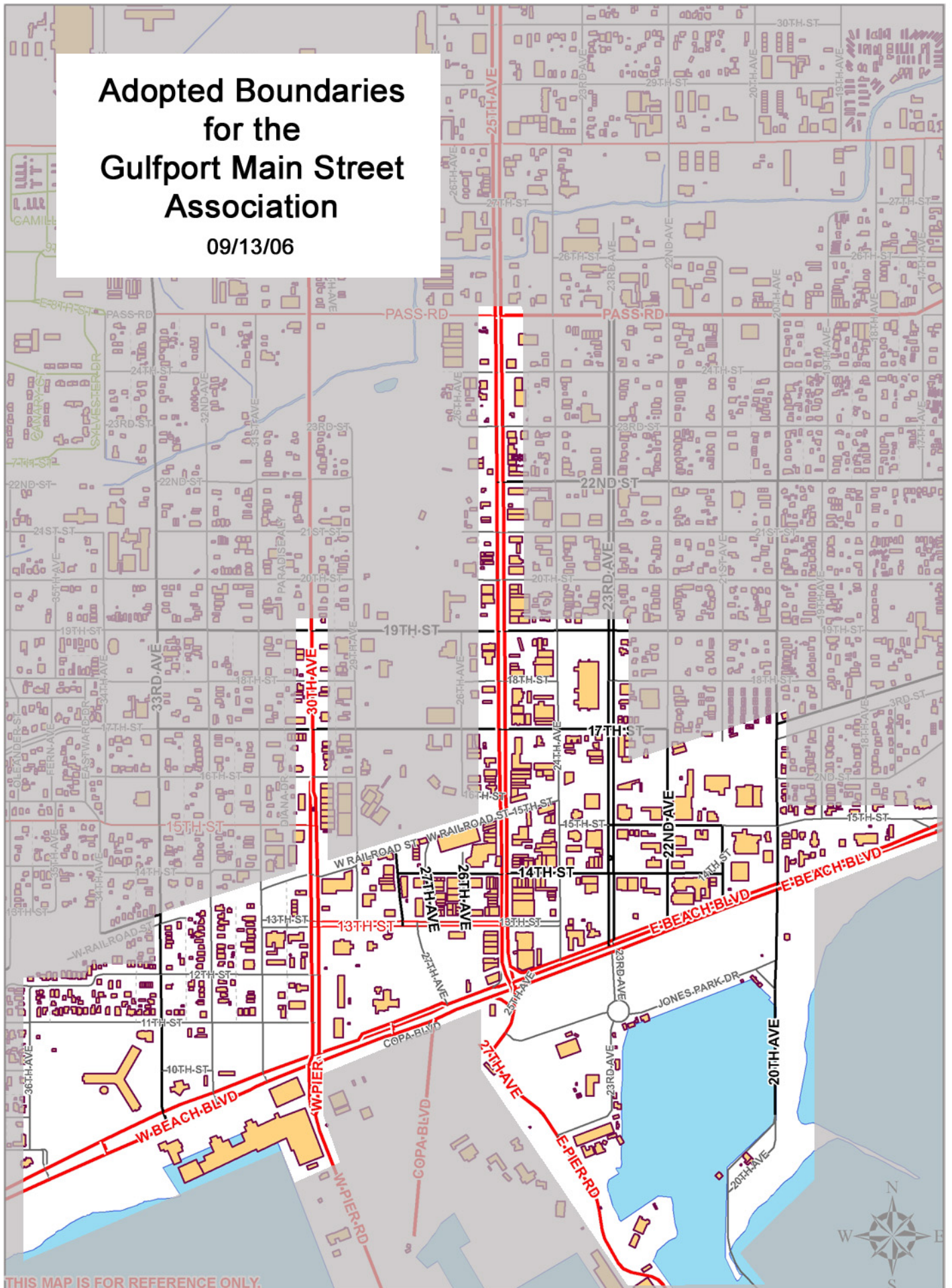
Adopted Boundaries for the Gulfport Main Street Association

09/13/06



THIS MAP IS FOR REFERENCE ONLY.

**Adopted Boundaries
for the
Gulfport Main Street
Association**
09/13/06





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
City Council

Date: 01/30/2017

Subject: Resolution - requesting assistance of the Harrison County Board of Supervisors with respect to improvements to the Francis X. Collins Park in the City of Gulfport, Mississippi, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL FORMALLY TO REQUEST ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS WITH RESPECT TO IMPROVEMENTS TO THE FRANCIS X. COLLINS PARK IN THE CITY OF GULFPORT, MISSISSIPPI, TO SEEK APPROVAL OF SAID REQUEST BY THE BOARD, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is located entirely within the geographic boundaries of Harrison County, Mississippi; and

WHEREAS, Harrison County, Mississippi, derives certain benefits from the citizens of the City of Gulfport, including, but not limited to, various tax revenues received by the County from Gulfport citizens; and

WHEREAS, it is entirely appropriate and proper that citizens of the City of Gulfport, as citizens of Harrison County, should and do enjoy the benefits of those tax revenues received by the County from Gulfport citizens; and

WHEREAS, with respect to certain projects related to the operation and maintenance of the City's parks and recreation programs, the City of Gulfport has, from time to time requested assistance from the Harrison County Board of Supervisors in order to undertake the said public projects; and

WHEREAS, the City of Gulfport has identified the construction of a Pavilion and other items of essential recreation items at the Frances X. Collins Park as a park improvement project that should be undertaken by Harrison County for the benefit of the citizens of the City of Gulfport and would request assistance, including, but not limited to, the purchase of materials and provision of labor, from the Harrison County Board of Supervisors with respect to the

improvements of the aforementioned public park for a Gazebo and, if appropriate, limited landscaping.

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 Governing Authority of the City of Gulfport does hereby officially request assistance from the Harrison County Board of Supervisors with respect to that certain project identified in the preamble hereto (construction of a Gazebo at Francis X. Collins Park and, if appropriate, limited landscaping), and, further, the City of Gulfport does hereby seek the approval of this by and from the Harrison County Board of Supervisors.

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be provided to the Harrison County Board of Supervisors for consideration on the next available agenda.

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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2017.

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 01/20/2017

Subject: Resolution - requesting assistance of the Harrison County Board of Supervisors with respect to improvements to the Silver Ridge Park in the City of Gulfport, Mississippi, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL FORMALLY TO REQUEST ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS WITH RESPECT TO IMPROVEMENTS TO THE SILVER RIDGE PARK IN THE CITY OF GULFPORT, MISSISSIPPI, TO SEEK APPROVAL OF SAID REQUEST BY THE BOARD, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is located entirely within the geographic boundaries of Harrison County, Mississippi; and

WHEREAS, Harrison County, Mississippi, derives certain benefits from the citizens of the City of Gulfport, including, but not limited to, various tax revenues received by the County from Gulfport citizens; and

WHEREAS, it is entirely appropriate and proper that citizens of the City of Gulfport, as citizens of Harrison County, should and do enjoy the benefits of those tax revenues received by the County from Gulfport citizens; and

WHEREAS, with respect to certain projects related to the operation and maintenance of the City's parks and recreation programs, the City of Gulfport has, from time to time requested assistance from the Harrison County Board of Supervisors in order to undertake the said public projects; and

WHEREAS, the City of Gulfport has identified the construction of a Pavilion and other items of essential recreation items at the Silver Ridge Park as a park improvement project that should be undertaken by Harrison County for the benefit of the citizens of the City of Gulfport and would request assistance, including, but not limited to, the purchase of materials, from the Harrison County Board of Supervisors with respect to the improvements of the aforementioned

public park per the conceptual plans dated October 4, 2016, for a Pavillion with a total estimated cost of \$6,866.18 (City of Gulfport to be responsible for labor costs estimated to be approximately \$8,000.00).

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 Governing Authority of the City of Gulfport does hereby officially request assistance from the Harrison County Board of Supervisors with respect to that certain project identified in the preamble hereto (construction of a Pavilion at Silver Ridge Park), and, further, the City of Gulfport does hereby seek the approval of this request for up to \$6,900.00 by and from the Harrison County Board of Supervisors.

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be provided to the Harrison County Board of Supervisors for consideration on the next available agenda.

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 _____, 2017.

(SEAL)

ATTEST:

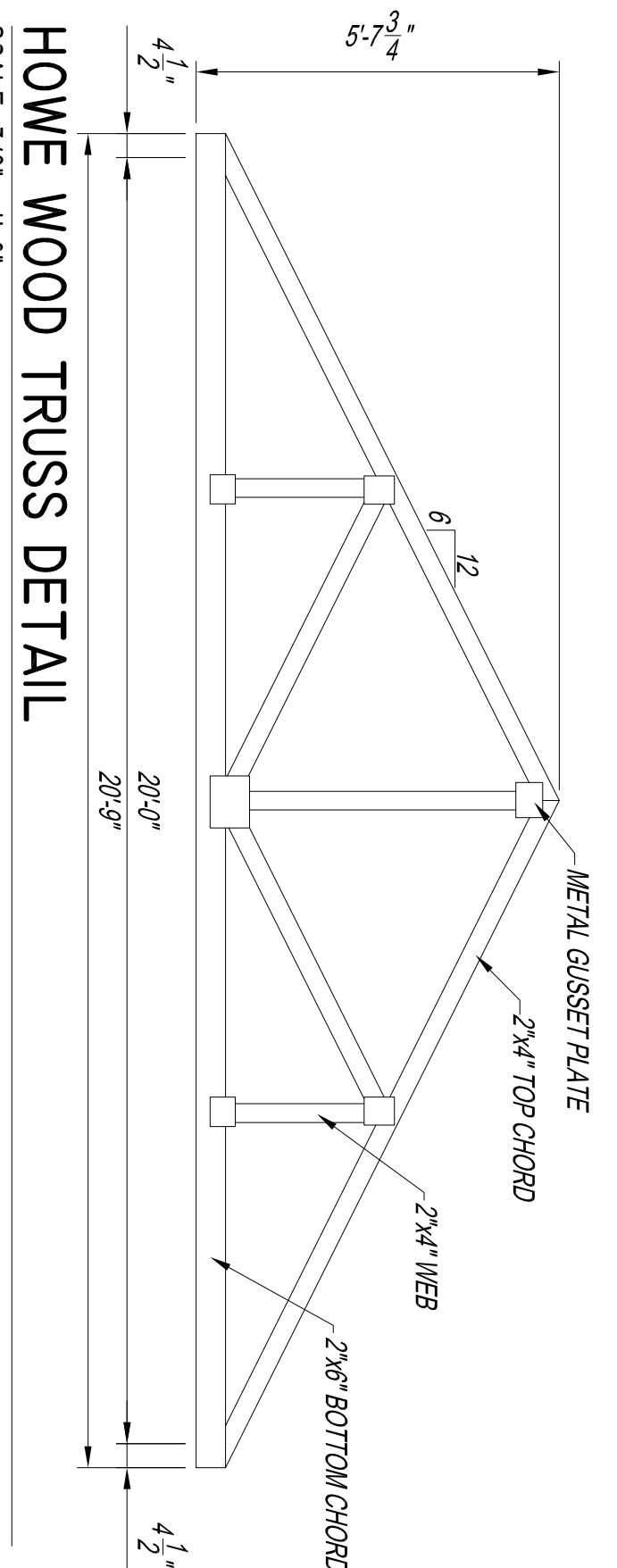
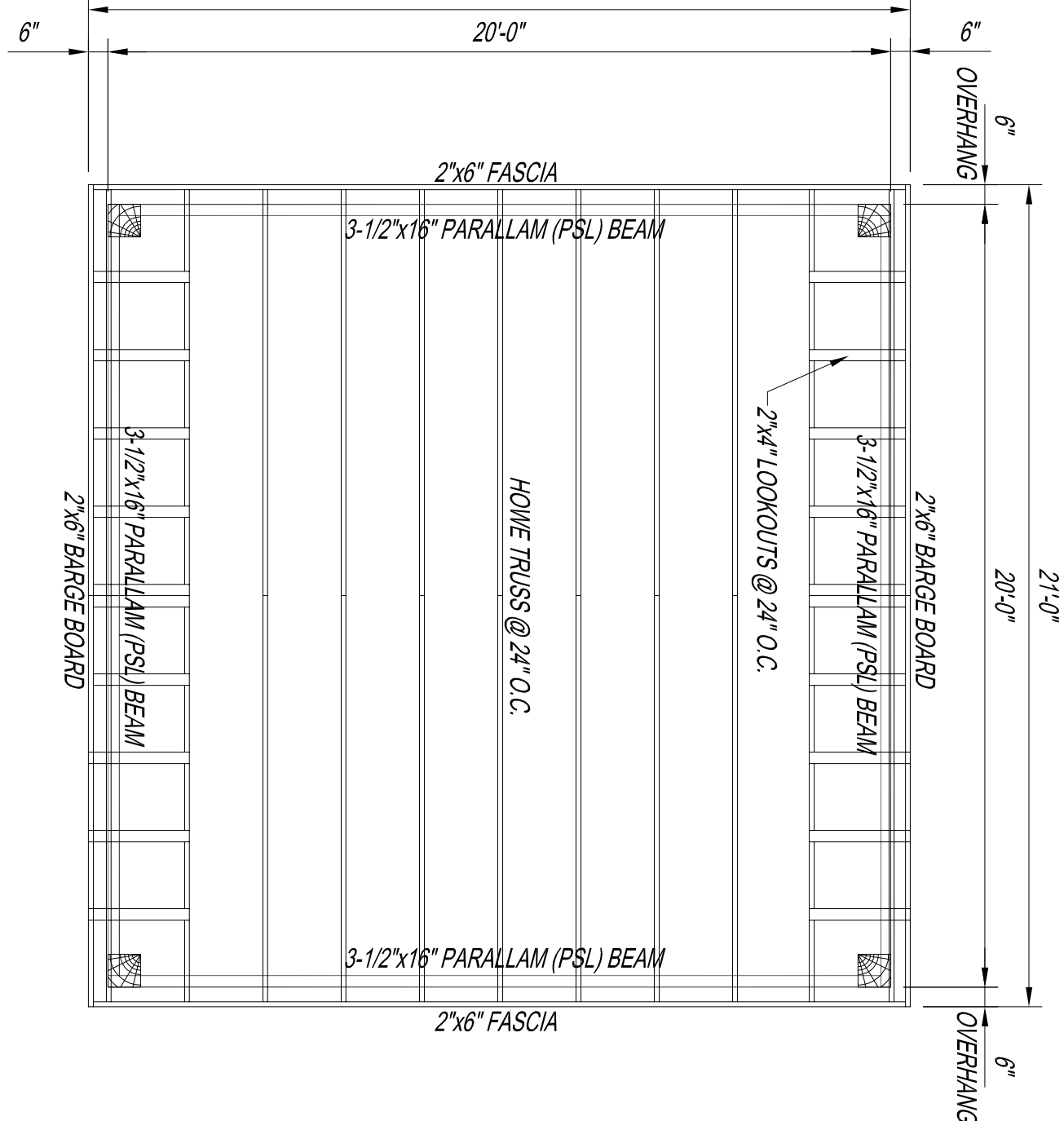
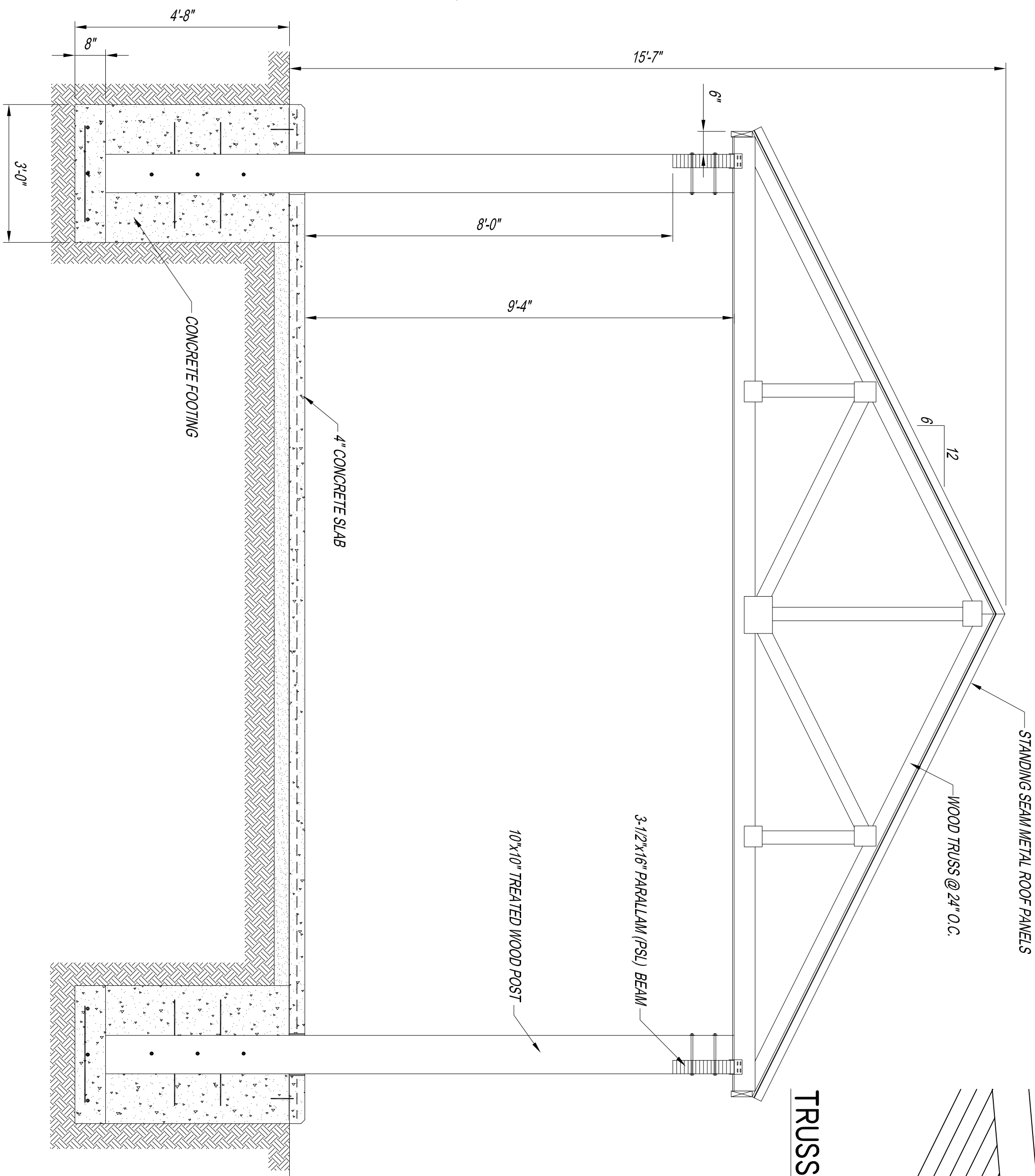
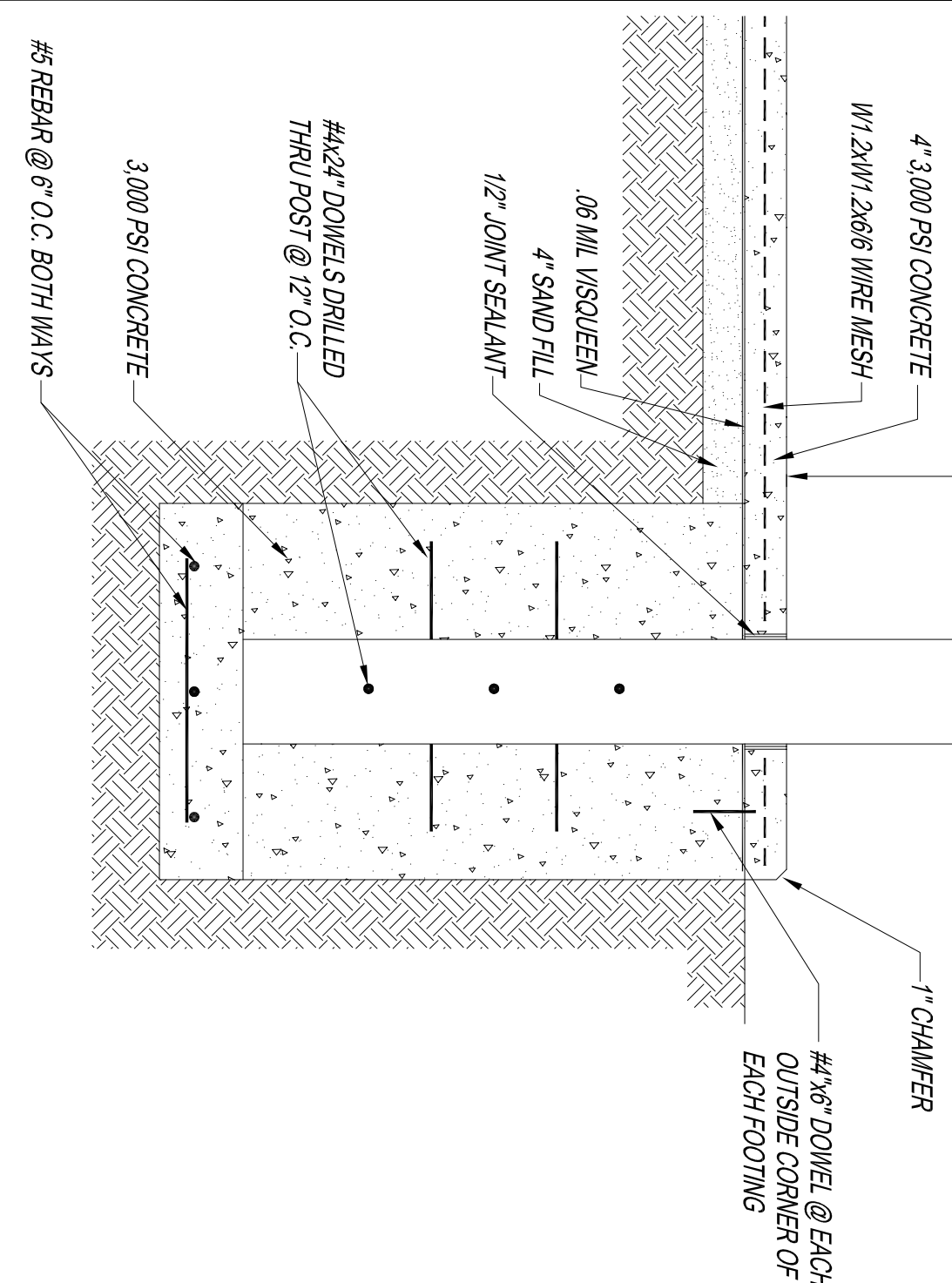
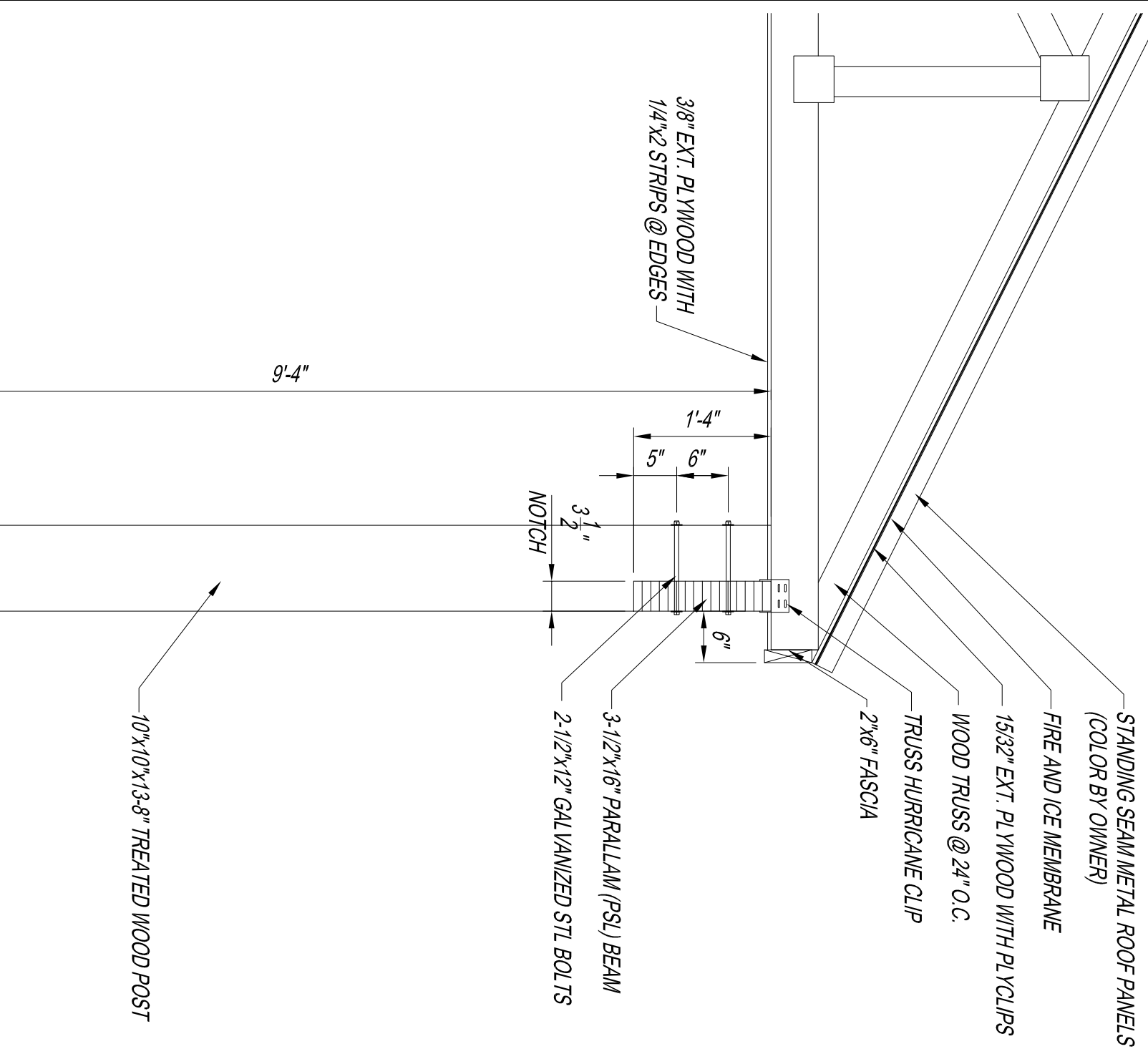
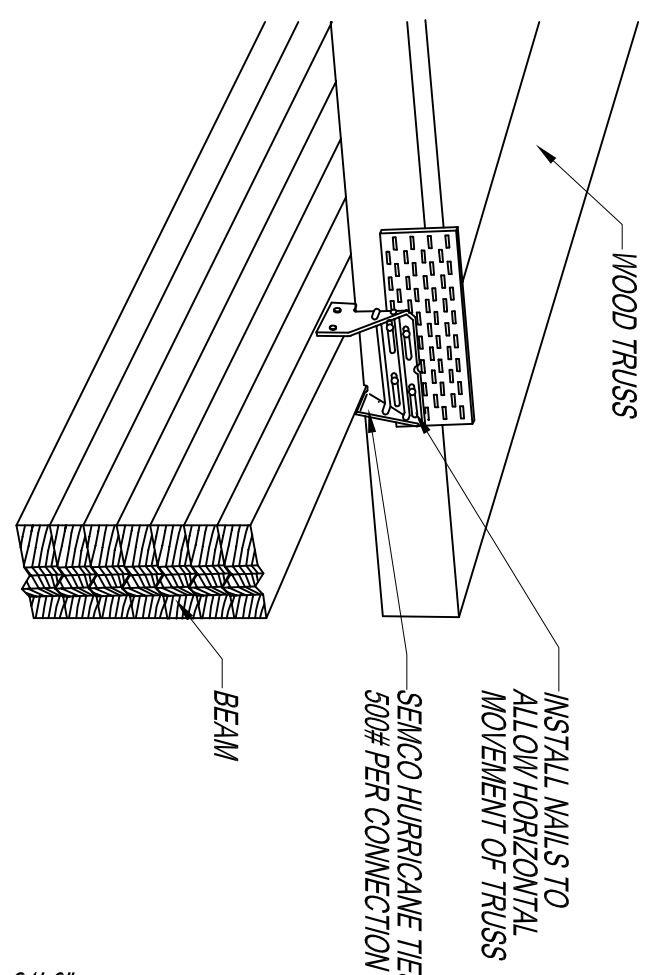
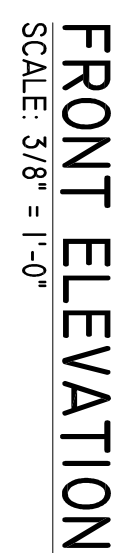
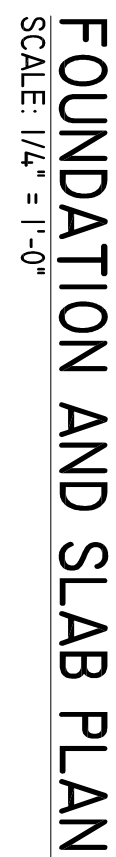
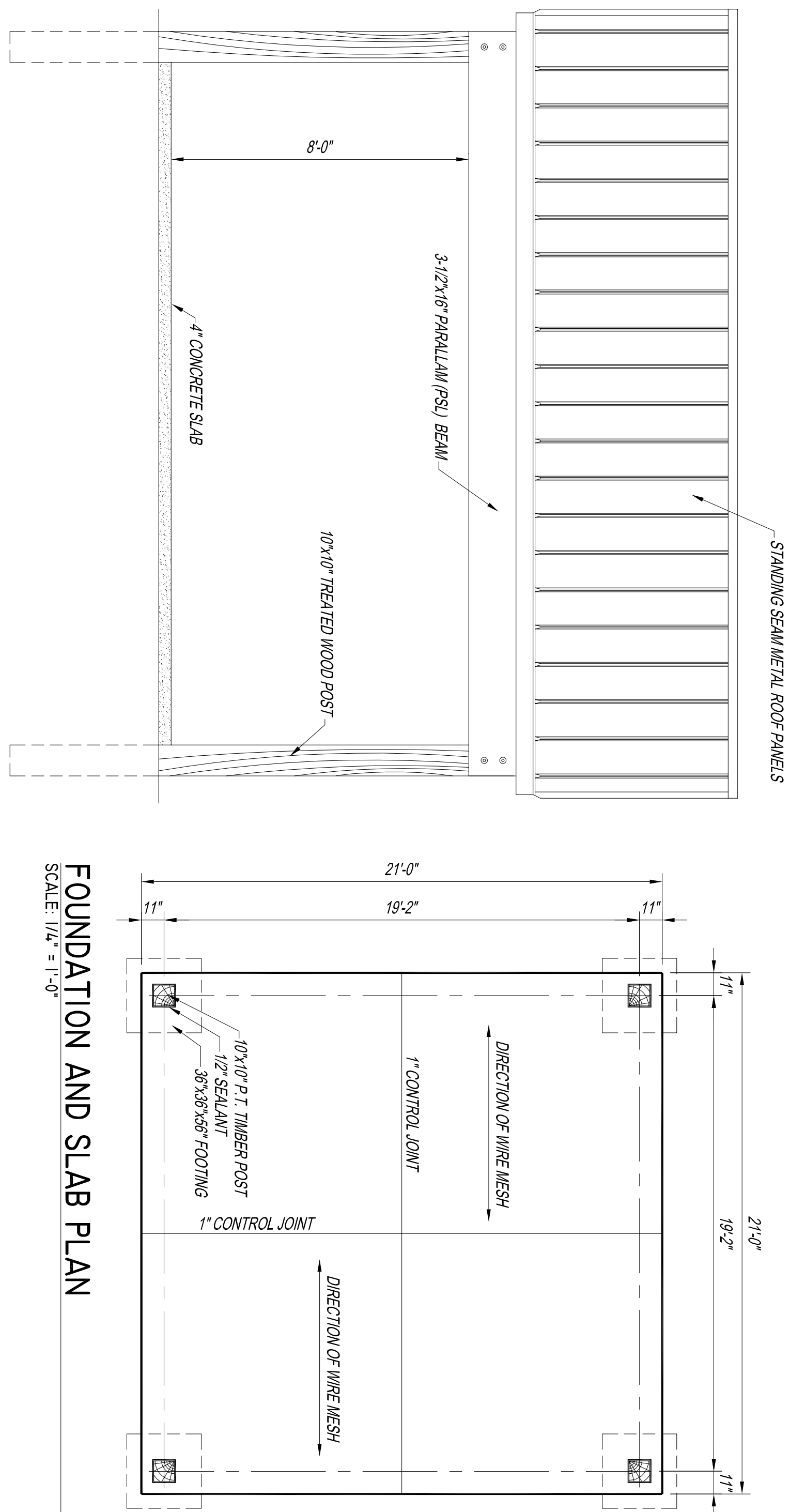
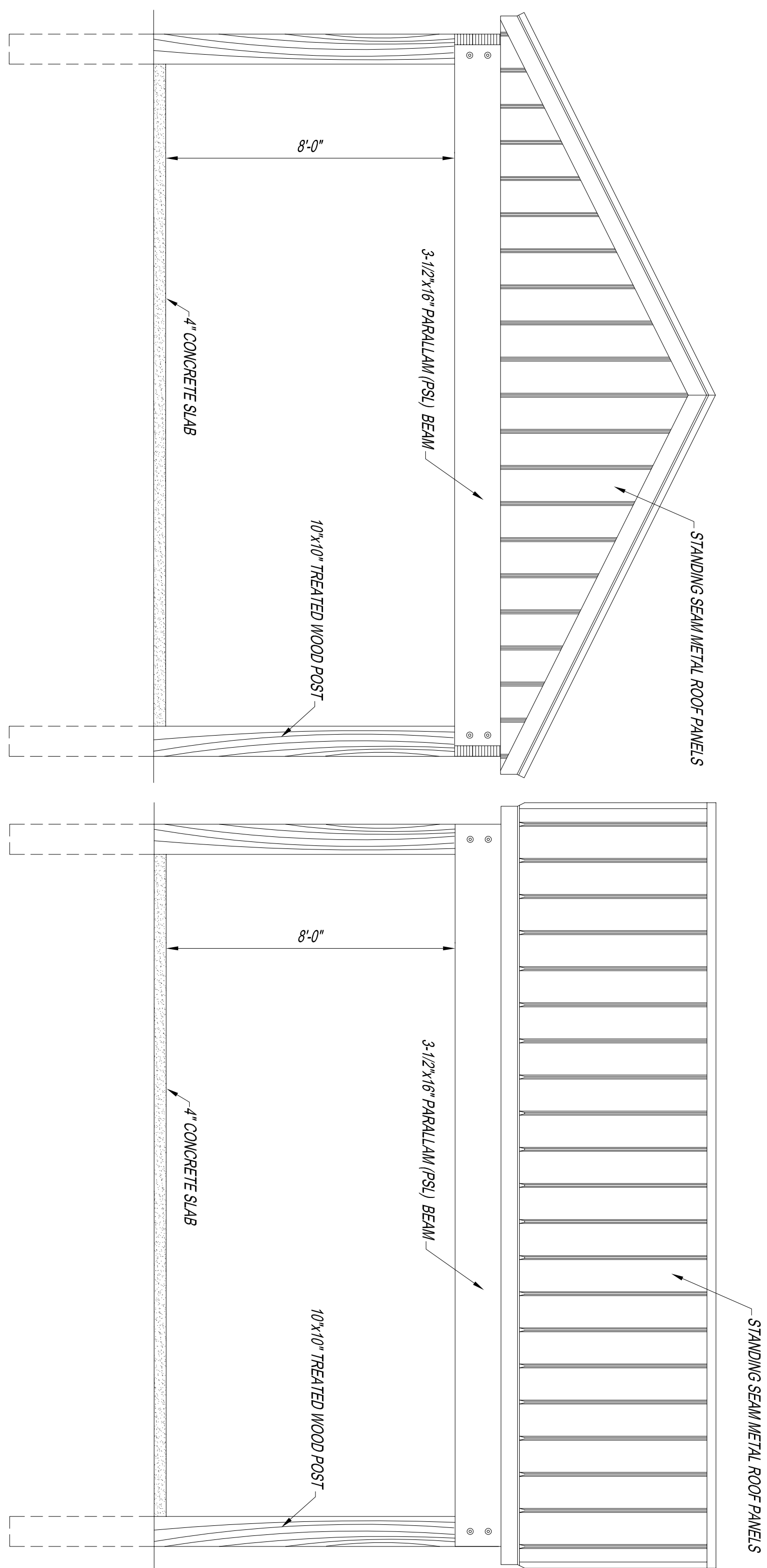
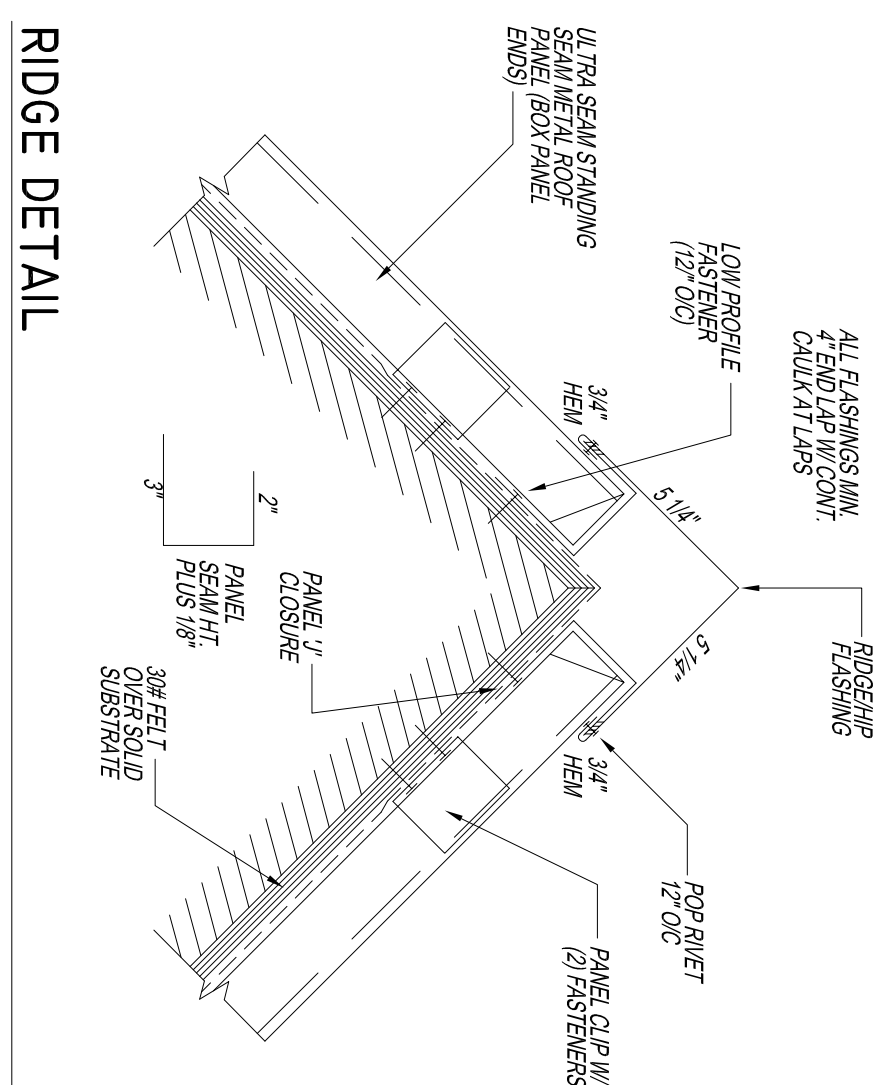
ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2017.

MAYOR



REVISIONS:	DATE:

Gulfport
MISSISSIPPI

APPROVED: K. RIEMANN
PROJ. ENGINEER: J. HARRISON
DRAWN BY: D. BELL
SCALE: AS INDICATED
DATE: OCTOBER 4, 2016

DRAWING NUMBER

OF

GIBSON MAINTENANCE, LLC

P.O. BOX 175

LONG BEACH, MS 39560

ESTIMATE

DATE	ESTIMATE NO.
11/2/2016	2016-198

NAME / ADDRESS
CITY OF GULFPORT 2200 15TH ST. GULFPORT, MS 39501

Project/Location
EAST PARK PAVILION ATTN: KEVIN K

P.O. NUMBER

DESCRIPTION	TOTAL
THIS IS FOR LABOR ONLY TO BUILD A PAVILION AT EAST PARK	
1.02D- UNIT PRICE- INSTALL 13 YARDS OF CONCRETE @\$50 YD	650.00
1.02C-UNIT PRICE- INSTALL 92 LF OF FORMS @\$3 LF	276.00
SET POST - (2) MEN (8) HRS @\$40 PMPH	640.00
DIG POST HOLES (2) MEN (4) HRS @\$40 PMPH	320.00
LABOR TO FRAME BUILDING- (3) MEN (3) 8 HR DAYS @\$40 PER HR PM	
1.04A-- UNIT PRICE -LABOR TO INSTALL CEILING- 484 SF @\$3.50 SF	2,880.00
1.08B- UNIT PRICE -INSTALL METAL ROOF - 5.5 SQ @\$280.00 SQ	1,694.00
***** THE PAINTING WAS NOT ON THE PLANS- THIS WOULD COST- 400SF @\$1.90 SF	1,540.00
1.07B- UNIT PRICE \$760.00	
Bill Middleton, Project Manager	
(0.0%)	\$0.00
TOTAL	\$8,000.00

SIGNATURE _____

Phone #	Fax #
228-214-3529	228-822-0651

PHILLIPS BUILDING SUPPLY - GULFPORT
9185 HWY 49 - GULFPORT MS 39503

P O BOX 3059
GULFPORT, MS 39505
PHONE: (228) 868-1101

PAGE NO: 1

1/3

CUSTOMER NO: 1595 JOB NO: 000 PURCHASE ORDER:

CITY OF GULFPORT GEN FUND
P O BOX 1780

GULFPORT MS 39502-1780
228-868-2557

REFERENCE: PAVILION FOR EAST PARK

DELIVERY ADDRESS:

CREATED BY: BNC DATE / TIME: 11/1/16 2:50

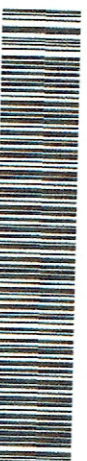
SALESPERSON: 99 HOUSE ACCOUNT
TAX: G5 GULFPORT EXEMPT SALES

TERMINAL: 554

EXPIRATION DATE: 12/1/16

ESTIMATE: 331589

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE	/PER	EXTENSION
1	4	EA	101016PT	10X10X16 PRESSURE TREATED		4	139.99	/EA	559.96 N
2	3	EA	RR4	1/2X20 REBAR #4 GRADE 40		3	3.99	/EA	11.97 N
3	8	EA	RR5	5/8X20 REBAR #5 GRADE 40		8	6.39	/EA	51.12 N
4	1	EA	12POLY	BLK POLY 12X100'IND STD6		1	47.99	/EA	47.99 N
5	4	EA	HMM82010	10 GAUGE FOUNDATION MAT 8X20		4	17.39	/EA	69.56 N
6	16	EA	CB1212G	1/2 X 12 CARR BOLT GALV		16	2.90	/EA	46.40 N
7	16	EA	N12G	1/2" NUT GALV		16	0.19	/EA	3.04 N
8	16	EA	FW12G	1/2" FLAT WASHER GALV		16	0.19	/EA	3.04 N
9	8	EA	LVL2016	LVL BEAM 1 3/4 X 16" X 20'		8	110.00	/EA	880.00 N
10				SUBSTITUTED FOR PARALAM BEAMS					
11				THESE ARE UNTREATED					
12	4	EA	2610PT	2X6-10 PRESSURE TREATED		4	7.99	/EA	31.96 N
13	4	EA	2612PT	2X6-12 PRESSURE TREATED		4	9.49	/EA	37.96 N
14				FASCIA					
15	9	EA	X98	20'9" HOWE TRUSS 2X6 BC		9	63.80	/EA	574.20 N



Continued...

PHILLIPS BUILDING SUPPLY - GULFPORT
9185 HWY 49 - GULFPORT MS 39503
P O BOX 3059
GULFPORT, MS 39505
PHONE: (228) 868-1101

PAGE NO: 2

43

CUSTOMER NO: 1595
 JOB NO: 000
 PURCHASE ORDER:

REFERENCE:
 PAVILION FOR EAST PARK

CREATED BY: BNC
 DATE / TIME: 11/11/16 2:50

CUSTOMER:
 CITY OF GULFPORT GEN FUND
 P O BOX 1780

DELIVERY ADDRESS:

SALESPERSON: 99 HOUSE ACCOUNT
 TAX: G5 GULFPORT EXEMPT SALES

TERMINAL: 554

GULFPORT MS 39502-1780
 228-868-2557

EXPIRATION DATE: 12/1/16

ESTIMATE: 331589

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE	/PER	EXTENSION
16	2	EA	X98	20'9" GABLE END SAME DROP 1 1/2"		2	89.00	/EA	178.00 N
17				6/12 PITCH					
18	5	EA	2410YP	2X4-10 PINE LOOKOUTS		5	3.69	/EA	18.45 N
19	4	EA	2614PT	2X6-14 PT BARGE RAFTERS		4	10.00	/EA	40.00 N
20	12	EA	2412YP	2X4-12 PINE NAILERS & BRACING		12	4.59	/EA	55.08 N
21	22	EA	MTS16Z	16" TWISTED STRAP		22	1.39	/EA	30.58 N
22	17	EA	38ACL	3/8X4X8 AC LAUAN PLYWOOD 9mm		17	23.95	/EA	407.15 N
23	180	FT	WM266	1/4 X 1 1/2 CLEAR LATTICE LF		180	0.39	/FT	70.20 N
24				NO RETURNS SHORTER THAN 8FT					
25	18	EA	12CDX	15/32 4X8 CDX SHEATHING 4PLY		18	16.19	/EA	291.42 N
26				PLYWOOD					
27	1	BX	B12CLPS	1/2" PLYCLIPS-250 PC. BAG		1	9.89	/BX	9.89 N
28	3	RL	30FELT	NO. 30 FELT 200 SQ FT.		3	15.99	/RL	47.97 N
29	28	EA	1412YP	1X4-12 PINE #2		28	3.49	/EA	97.72 N
30				NAILERS (NEEDED FOR 140 MPH					



Continued...

9185 HWY 49 - GULFPORT MS 39503
P O BOX 3059
GULFPORT, MS 39505
PHONE: (228) 868-1101

3/3

CUSTOMER NO: 1595
JOB NO: 000
PURCHASE ORDER:

REFERENCE:
PAVILION FOR EAST PARK

CREATED BY: BNC
DATE / TIME: 11/1/16 2:50

CUSTOMER:
CITY OF GULFPORT GEN FUND
P O BOX 1780

DELIVERY ADDRESS:

SALESPERSON: 99 HOUSE ACCOUNT
TAX: G5 GULFPORT EXEMPT SALES

TERMINAL: 554

GULFPORT MS 39502-1780
228-868-2557

EXPIRATION DATE: 12/1/16

ESTIMATE: 331589

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE	/PER	EXTENSION
31				RATING ON METAL IF USING 1/2"					
32				PLY)					
33	1	BX	P8GRS	PASLODE 8D GALV RS 650383		1	44.99	/BX	44.99 N
34				2 3/8 X.113 2.000					
35	1	EA	P12GRS	PASLODE 3 1/4 GALV RS 650474		1	99.99	/EA	99.99 N
36	1	EA	PC1BK	1" PLASTIC CAP BOX		1	12.99	/EA	12.99 N

TAXABLE 0.00
NON-TAXABLE 3721.63
SUB-TOTAL 3721.63

TAX AMOUNT 0.00
TOTAL AMOUNT 3721.63

CREATED FOR: GIBSON MAINTENANC



ACCEPTED BY

X

PHILLIPS BUILDING SUPPLY - GULFPORT
9185 HWY 49 - GULFPORT MS 39503

P O BOX 3059
GULFPORT, MS 39505
PHONE: (228) 868-1101

PAGE NO: 1

1/2

CUSTOMER NO: 1595 JOB NO: 000 PURCHASE ORDER:

REFERENCE: PAVILION FOR EAST PARK

CREATED BY: BNC DATE / TIME: 11/11/16 4:18

CUSTOMER:
 CITY OF GULFPORT GEN FUND
 P O BOX 1780

DELIVERY ADDRESS:
 METAL ROOFING

SALESPERSON: 99 HOUSE ACCOUNT
 TAX: G5 GULFPORT EXEMPT SALES

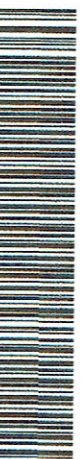
TERMINAL: 554

GULFPORT MS 39502-1780
 228-868-2557

EXPIRATION DATE: 12/1/16

ESTIMATE: 331590

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE	/PER	EXTENSION
1	560	EA	SS1.5GP26	16" COVERAGE 1 1/2" SNAP LOC W/ CLIP - STRAITED PAINTED GALVALUME 26 GA / 40 YR.		560	1.99 /EA		1,114.40 N
2									
3									
4									
6	2	EA	MMP	SS101 12' LONG, 5 1/4" EA SIDE NOT 7 1/4"		2	23.88 /EA		47.76 N
7									
9	4	EA	MMP	SS104 GABLE FLASHING 12' LONG		4	17.88 /EA		71.52 N
11	4	EA	MMP	SS105 EAVE 6/12 12' LONG		4	13.08 /EA		52.32 N
13	4	EA	MMP	SS107 GABLE CLEAT 12' LONG		4	8.28 /EA		33.12 N
14	5	EA	SS102	STNDG SEAM ZEE FLASHING		5	7.90 /EA		39.50 N
15	3	EA	MR115	NOVAFLEX METAL SEALANT LGHT GRAY		3	5.99 /EA		17.97 N
16	4	EA	BT12	BUTYL TAPE 1/2" X 45'		4	2.75 /EA		11.00 N
18	12	EA	MMP	MT120R FOR 1 1/2" SS 12' LONG		12	13.08 /EA		156.96 N
20	4	EA	MMP	MT107R BASE FLASHING SS 12' LONG		4	11.88 /EA		47.52 N
21	500	EA	2FCCLIP	2" FIXED CLIPS		500	0.39 /EA		195.00 N



Continued...

PHILLIPS BUILDING SUPPLY - GULFPORT
9185 HWY 49 - GULFPORT MS 39503

P O BOX 3059
GULFPORT, MS 39505
PHONE: (228) 868-1101

PAGE NO: 2

2/2

CUSTOMER NO: 1595
 JOB NO: 000
 PURCHASE ORDER:

REFERENCE:
 PAVILION FOR EAST PARK

CREATED BY: BNC
 DATE / TIME: 11/1/16 4:18

CUSTOMER:
 CITY OF GULFPORT GEN FUND
 P O BOX 1780

DELIVERY ADDRESS:
 METAL ROOFING

SALESPERSON: 99 HOUSE ACCOUNT
 TAX: G5 GULFPORT EXEMPT SALES

TERMINAL: 554

GULFPORT MS 39502-1780
 228-868-2557

EXPIRATION DATE: 12/1/16

ESTIMATE: 331590

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE	/PER	EXTENSION
22									
23	3	EA	CSW10-1	38 PER SQ ON 2' SPACING		3	17.95	/EA	53.85 N
24	1	EA	SSPR-100	#10 X 1" WAFER WOOD CLIP SCREWS		1	15.00	/EA	15.00 N
25				1/8" STAINLESS STL POP RIVETS					
				100 PC BAG					

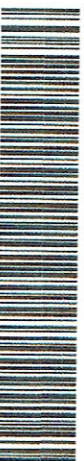
TAXABLE 0.00
 NON-TAXABLE 1855.92
 SUB-TOTAL 1855.92

TAX AMOUNT 0.00
 TOTAL AMOUNT 1855.92

CREATED FOR: GIBSON MAINTENANC

X

ACCEPTED BY



PHILLIPS BUILDING SUPPLY - GULFPORT
9185 HWY 49 - GULFPORT MS 39503
P O BOX 3059
GULFPORT, MS 39505
PHONE: (228) 868-1101

PAGE NO: 1

CUSTOMER NO: *1	JOB NO: 000	PURCHASE ORDER:	REFERENCE: CITY OF gULFPORT	CREATED BY: BGN	DATE / TIME: 11/3/16 2:02
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CUSTOMER:
**** CASH ****

DELIVERY ADDRESS:
RAST PARK PLAY GROUND

SALESPERSON: 58 NUNZIO CARANNA
TAX: GX GULFPORT TAX EXEMPT H

TERMINAL: 557

EXPIRATION DATE: 12/2/16

ESTIMATE: 331683

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
1	4	EA	21220YP	2X12-20 PINE		4	26.25 /EA	105.00 N
2	4	EA	21224YP	2X12-24 PINE		4	34.50 /EA	138.00 N
3	4	EA	X98	10X10X14		4	171.00 /EA	684.00 N
4	1	EA	10POLY	BLK POLY 10'X100'IND STD6		1	37.50 /EA	37.50 N
5	1	RL	RM6610	6X6 #10 GAUGE 5X150 WIRE		1	69.99 /RL	69.99 N
6				MESH 750'SF				
7	1	EA	4825STK	48" X 2 X 3 STAKES (20)		1	26.99 /EA	26.99 N
8	4	EA	X98	22' GLULAM BEAM TREATED		4	513.21 /EA	2,052.84 N
9	9	EA	X98	TRUSSES WEB		9	58.19 /EA	523.71 N
10	2	EA	X98	GABLE TRUSSES		2	81.34 /EA	162.68 N
11	2	EA	2610SP	2X6-10 PREMIUM SPRUCE		2	5.25 /EA	10.50 N
12	10	EA	2612SP	2X6-12 PREMIUM SPRUCE		10	6.75 /EA	67.50 N
13	10	EA	1612PC	1X6X12 PLYCEM TRIM		10	12.50 /EA	125.00 N
15	18	EA	12CDX	15/32 4X8 CDX SHEATHING 4PLY		18	16.19 /EA	291.42 N



Continued...

PHILLIPS BUILDING SUPPLY - GULFPORT
9185 HWY 49 - GULFPORT MS 39503
P O BOX 3059
GULFPORT, MS 39505
PHONE: (228) 868-1101

PAGE NO: 2

CUSTOMER NO: *1	JOB NO: 000	PURCHASE ORDER:	REFERENCE: CITY OF gULFPORT	CREATED BY: BGN	DATE / TIME: 11/3/16 2:02
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CUSTOMER:
**** CASH ****

DELIVERY ADDRESS:
RAST PARK PLAY GROUND

SALESPERSON: 58 NUNZIO CARANNA
TAX: GX GULFPORT TAX EXEMPT H

TERMINAL: 557

EXPIRATION DATE: 12/2/16

ESTIMATE: 331683

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
16				PLYWOOD				
17	1	EA	X98	HARDWARE AND NAIL ALLOWANCE		1	400.00 /EA	400.00 N
18	1	EA	X98	COLOR STANDING SEAM ROOF		1	1739.71 /EA	1,739.71 N
19	26	EA	58CDX	19/32 4X8 APA-CDX SHEATHING		26	16.59 /EA	431.34 N
20				PLYWOOD				
							TAXABLE	0.00
							NON-TAXABLE	6866.18
							SUB-TOTAL	6866.18
							TAX AMOUNT	0.00
							TOTAL AMOUNT	6866.18

X

ACCEPTED BY





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Public Works

Date: 01/30/2017

Subject: Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to the re-surfacing of a portion of Woodward Avenue in the City of Gulfport, Mississippi, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL FORMALLY TO REQUEST ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS WITH RESPECT TO THE RE-SURFACING OF A PORTION OF WOODWARD AVENUE IN THE CITY OF GULFPORT, MISSISSIPPI, TO SEEK APPROVAL OF SAID REQUEST BY THE BOARD, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is located entirely within the geographic boundaries of Harrison County, Mississippi; and

WHEREAS, Harrison County, Mississippi, derives certain benefits from the citizens of the City of Gulfport, including, but not limited to, various tax revenues received by the County from Gulfport citizens; and

WHEREAS, it is entirely appropriate and proper that citizens of the City of Gulfport, as citizens of Harrison County, should and do enjoy the benefits of those tax revenues received by the County from Gulfport citizens; and

WHEREAS, with respect to certain public works projects (i.e., Capital Projects), including paving, drainage improvements, water and/or sewer improvements, the City of Gulfport has, from time to time requested assistance from the Harrison County Board of Supervisors in order to undertake the said public works projects; and

WHEREAS, the City of Gulfport has identified the re-surfacing of Woodward Avenue, generally from Old Pass Road to the CSX Railroad, a paved public right of way located in the City of Gulfport, as a public works project that should be undertaken by Harrison County for the benefit of the citizens of the City of Gulfport and would request assistance, including, but not

limited to, the purchase of materials, milling and resurfacing, from the Harrison County Board of Supervisors with respect to the resurfacing of the aforementioned public right of way.

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 Governing Authority of the City of Gulfport does hereby officially request assistance from the Harrison County Board of Supervisors with respect to that certain project identified in the preamble hereto (re-surfacing of Woodward Avenue from Old Pass Road to the CSX Railroad), and, further, the City of Gulfport does hereby seek the approval of this request by and from the Harrison County Board of Supervisors.

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be provided to the Harrison County Board of Supervisors for consideration on the next available agenda.

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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2017.

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Engineering

Date: 01/29/2017

Subject: Resolution - by the Gulfport City Council authorizing the filing of an application for Federal Surface Transportation Program (STO) funding for 20th Avenue Improvements at the Mississippi Aquarium and committing the necessary non-federal match for the project, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE THE FILING OF AN APPLICATION FOR FEDERAL SURFACE TRANSPORTATION PROGRAM (STP) FUNDING FOR 20TH AVENUE IMPROVEMENTS AT THE MISSISSIPPI AQUARIUM AND COMMITTING THE NECESSARY NON-FEDERAL MATCH FOR THE PROJECT AND STATING THE ASSURANCE OF THE CITY OF GULFPORT TO ACTIVATE THE PROJECT IN FY [REDACTED] AND BEGIN CONSTRUCTION BY FY [REDACTED], AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is submitting an application to the Mississippi Gulf Coast MPO for \$633,962.00 in funding from the federal Surface Transportation Program (STP) for the 20th Avenue Improvements at the Mississippi Aquarium Project (herein referred to as PROJECT); and

WHEREAS, the Mississippi Gulf Coast MPO is the Metropolitan Planning Organization (MPO) for the Gulfport-Biloxi, MS and Pascagoula, MS urbanized areas; and

WHEREAS, Gulf Regional Planning Commission (GRPC) serves as the administrative agency for the Mississippi Gulf Coast MPO; and

WHEREAS, Gulf Regional Planning Commission administers Surface Transportation Program Funds (STP) to the local jurisdictions within the MPO's designated urbanized area and under the guidance and direction of the Mississippi Gulf Coast MPO's Technical Coordinating Committee and the Transportation Policy Committee; and

WHEREAS, the MPO's Transportation Improvement Program (TIP) Handbook describes the policies and procedures for the development of the TIP; and

WHEREAS, on September 24, 2015 the Transportation Policy Committee of the Mississippi Gulf Coast MPO adopted a Complete Streets policy for the region that includes firm,

but reasonable, language that requires both new and reconstruction roadway projects utilizing federal transportation funds on the Mississippi Gulf Coast, to include measures to accommodate bicycles, pedestrians and transit to the extent possible; and

WHEREAS, GRPC will review and evaluate said PROJECT based on goals set by Mississippi Gulf Coast MPO and rank against other projects submitted for funding consideration; and

WHEREAS, the commitment of local matching funds of at least 20% is required for STP funding; and

WHEREAS, STP funding is limited and any cost increase cannot be expected to be funded with STP funds; and

WHEREAS, STP funded projects must comply with the Mississippi Department of Transportation (MDOT) Project Development Manual for Local Public Agencies.

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

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

SECTION 2. That the City of Gulfport, Mississippi, by and through its Mayor, is authorized to execute and file a project application for funding under the Surface Transportation Program (STP).

SECTION 3. That. if approved for funding, APPLICANT will provide \$126,792.40 in non-federal matching funds.

SECTION 4. That if approved for funding, APPLICANT must complete PROJECT as described in the project application.

SECTION 5. That, if approved for funding, APPLICANT understands that PROJECT must be activated as indicated on this resolution and the project application and that construction begin as indicated on this resolution and the project application; and be it further

SECTION 6. That a copy of this resolution will be transmitted to the Mississippi Gulf Coast MPO in conjunction with the filing of the project application for funding .

SECTION 7. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

Memorandum – City of Gulfport

To: Mayor Billy Hewes and Gulfport City Council
CC: Dr. John Kelly, CAO
Wayne Miller, P.E., Public Works
From: Kris Riemann, P.E. *RKR*
Date: 1/27/17
Re: Request for Support for 20th Avenue Improvements at the Mississippi Aquarium Project

Attached for your consideration is a preliminary cost estimate and drawing for the 20th Avenue Improvements at the Mississippi Aquarium Project. This project is necessary to support the Mississippi Aquarium transportation along 20th Avenue.

The project includes those relating to bus access to the planned multimodal passenger transportation center immediately south of the existing Gulfport Transit Center and the installation of ADA-compliant pedestrian facilities between Jones Park on the south side of Highway 90 and 15th Street on the north side of the existing transit center.

The current estimate by Neel-Schaffer, Inc. is \$633,962.00. Gulf Regional Planning Commission (GRPC) has opened the application process for projects. This may require a 20% City match for construction including Engineering or \$130,000.

No funds are required at this time, however, I am requesting support for the project so it can be submitted to GRPC for consideration in the FY 2017 budget.

Please place this item on the February 7, 2017 Council Agenda.

This item has been approved by:
Mayor or C.A.O. _____

Attachments: 1. Estimate & Drawing
2. GRPC Application



MPO SURFACE TRANSPORTATION PROGRAM (STP) ROADWAY PROJECT APPLICATION

LOCAL PUBLIC AGENCY (LPA):

Jurisdiction/agency: _____ City of Gulfport _____ Date: 1/27/17 _____

Prepared by: Kris Riemann _____

MDOT LPA Project Development Manual (PDM) certified contact person:

Kris Riemann _____

PROJECT DESCRIPTION:

Project name: 20th Avenue Improvements at the Aquarium _____

Project location/termini: 20th Avenue from 15th Street to U.S. Highway 90 _____

Project description: (Provide map.) Attached _____

Need for and benefit to be derived from project. Attached _____

Number of existing travel lanes 3 _____

Existing traffic count _____

Number of proposed travel lanes 3 _____

Future traffic count _____

Existing lane width 12 _____

Proposed lane width Same _____

Posted speed Min _____

Project length (miles) 500 L.F. _____

Please indicate proposed project elements:

☐ Center turn lane

☒ Left turn lane

☐ Medians

☒ Right turn lane

☐ Round-a-bout

Is this project included in Mississippi Gulf Coast 2040 Long Range Transportation Plan?

☐ YES

☒ NO

☐ REQUESTING AMENDMENT

PROJECT READINESS:

Is there community support for the project?

☒ YES ☐ NO

Have you begun preliminary engineering?

☐ YES ☒ NO

Has funding been identified to cover the required match?

☒ YES ☐ NO

Is right-of-way (ROW) required for the project?

☐ YES ☒ NO

Is utility relocation required?

☒ YES ☐ NO

Are there potential environmental concerns?

☐ YES ☒ NO

What year are you proposing project funding obligation? FY: 2017 or 2018 _____

PROJECT COST:

Federal share: 633,962.00

☒ Special match credit requested for Design/PE

Local share: 126,792.40

Total: 507,169.60

☒ Special match credit requested for ROW

Identify and describe any additional sources of funding (including federal and non-federal, grants, local matches, private partnerships, etc.) City Capital

COMPLETE STREETS POLICY

How will this project comply with the MPO COMPLETE STREETS POLICY to make roadways suitable for bicyclists?

☒ Shared use

☐ 3' Paved shoulder

☐ 4' Paved shoulder

☐ 5' Bicycle lane

☐ Separated path

☐ Other _____

☐ Exemption requested

How will this project comply with the MPO COMPLETE STREETS POLICY to make roadways suitable for pedestrians?

☒ Sidewalks on both sides of the road

☐ Sidewalks on one side of the road

☐ Other _____

☐ Exemption requested

Is this project located on a roadway with CTA fixed route transit service? ☒ YES ☐ NO

If yes, explain how you will coordinate with Coast Transit Authority on this project.

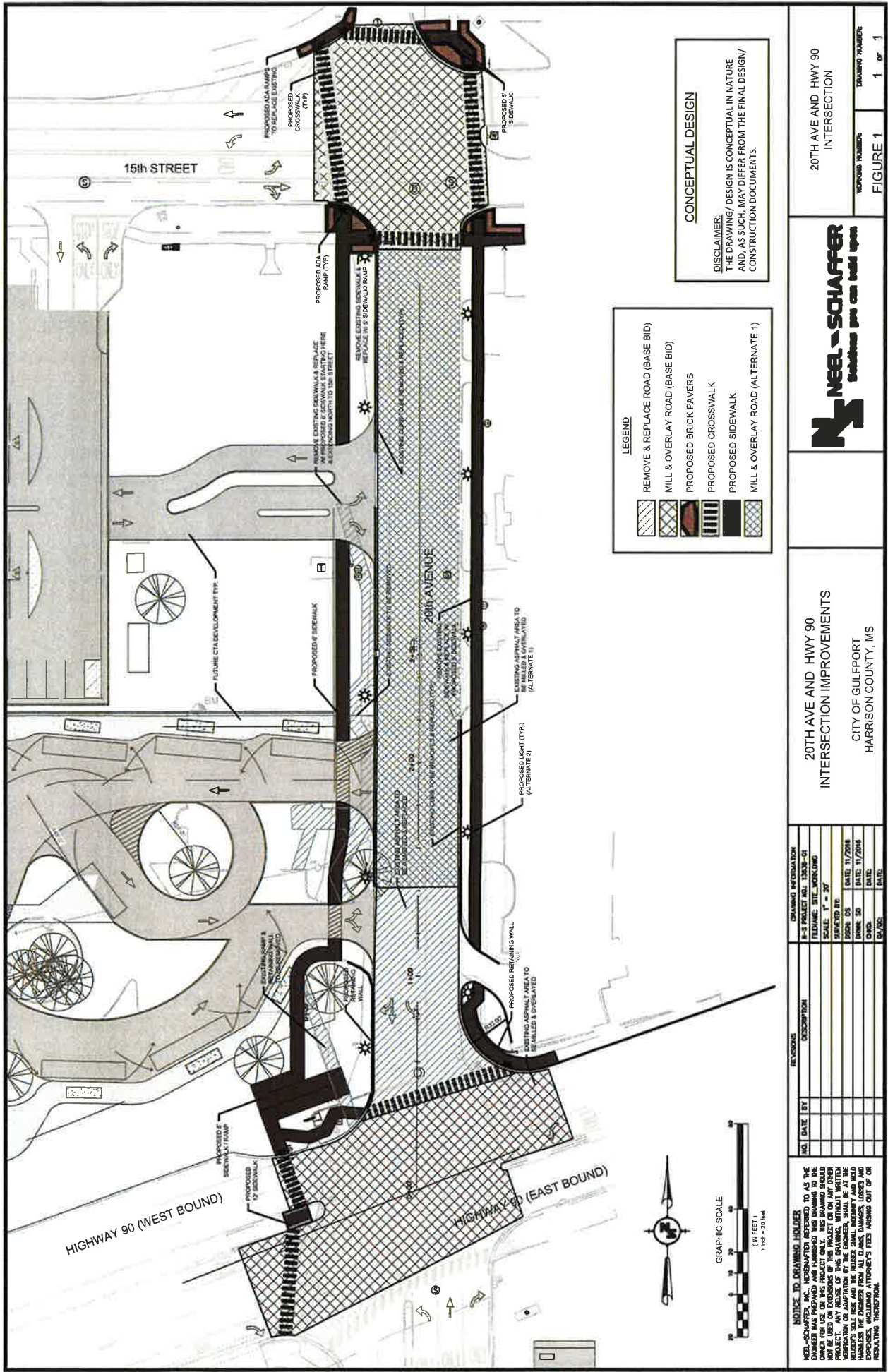
The project will provide the access point for the buses to use the Mississippi Aquarium site

Please attach "TIP PROJECT RESOLUTION" and map of the project location

Submit to: David Taylor, GRPC, 1635 Popps Ferry Rd, Biloxi, MS 39532, dtaylor@grpc.com

Please circle the all that apply to your project.

Project Types		
Minor Intersection Improvements • Signal-retiming • Remove signal • Restrict turns • Restrict trucks • Improve signage • Re-striping • On-way operations	Intersection Improvements • Add signal • Geometry improvement • Add turn lanes • Roundabout • Traffic circle • Intersection beacon	Corridor Reconstruction – Access Management • Frontage roads • Driveway control • Curb and gutter • Add/improve medians • Reconstruct roadway • Add or widen shoulders • Lane widening • Lane narrowing
Transit System Improvements • Express bus service • Expanded service • Commuter rail • Light rail • Technology improvements • Bike and bus program • Improved transit stops • Bus traffic signal preemption • Transit marketing • Transit pull-outs • Shelters	Bike/Pedestrian Improvements • Bike lanes • Shared use paths • New paved shoulders • Wider paved shoulders • New sidewalks • Improved sidewalks • Marked/raised crosswalks • Bike/pedestrian signals • Improved signage • Curb extensions • Bike parking • Pedestrian refuge area	Corridor Reconstruction – Operations and Channelization • Synchronize signals • Pavement signs • Reversible lanes • Add turn lanes • Minor reconstruction • Ramp metering • Accel, decel lanes • Extended turn lanes • Movable barrier • Improved pavement marking • Center turn lane
Travel Demand Management (TDM) • HOV lanes • Bus lanes • Park and ride lots • Vanpool program • Carpool program • TDM marketing & signage	Safety Improvements • Guard rails • Roadway lighting • Rumble strips/stripes • Safety edge • Pavement markings • RR crossing closure • RR crossing improvements • New or improved signage • Raised centerline markers	Traffic Management • Traffic surveillance • Computerized signal systems • Motorist information systems • Incident management
Minor Bridge Reconstruction • Bridge maintenance • Bridge replacement		
Traffic Calming Measures • Chokers • Bulbouts • Speed tables • Speed humps • Chicanes • Neckdowns	New Construction • New road • New interchange • Overpass • Underpass • Extend roadway	Add Base Capacity • Add travel lanes • Interchange reconstruction



PURPOSE AND NEED ANALYSIS
FOR IMPROVEMENTS TO THE INTERSECTION OF HIGHWAY 90 AND 20TH AVENUE
Gulfport, Mississippi

PURPOSE AND NEED

The purpose and need for this project relate to existing deficiencies in both the horizontal and vertical geometry of the intersection between U. S. Highway 90 and 20th Avenue, as well as the section of 20th Avenue between Highway 90 and 15th Street to the north, and pedestrian facilities located on or adjacent to these roadways. These deficiencies affect all modes operating on or between Highway 90 and 20th Avenue but have a particularly deleterious impact on transit operations and pedestrian movement. The need to correct existing deficiencies in project area infrastructure has become acute due to increasing commercial and recreational activity in the vicinity and proposed new development that will induce even greater levels of vehicular and pedestrian traffic.

There is a particular need to improve access to both the existing transit center on 15th Street and the proposed transit center expansion involving redevelopment of the abandoned Gulfport Main Library substantially destroyed by Hurricane Katrina in 2005. The current geometric configuration of the 20th Avenue intersection with US 90 impedes the movement of transit vehicles between the intersecting roadways due to the inadequacy of the surface area available for making turns. Turns can only be accomplished by making use of opposing lanes to a degree which exceeds roadway design standards promulgated by the Mississippi Department of Transportation. Hence there is an immediate need to reconstruct the intersection to meet current design standards for vehicular operations which will allow the safe and unimpeded movement of Coast Transit Authority vehicles to and from the Gulfport Transit Terminal and proposed expansion.

In addition there is a need to address the vertical geometry of the intersection in relation to the rest of 20th Avenue south of 15th Street. The existing upward incline from Highway 90 makes it difficult for buses traveling at normal operating speeds to avoid roadway contact with the undercarriage. The situation for those traveling on foot is similarly disadvantageous, as the sidewalk on the east side of 20th Avenue is discontinuous and can only be reached by climbing steps. A traffic signal standard on the northeast corner of the intersection represents a formidable obstacle for pedestrians trying to get from the sidewalk on the north side of Highway 90 to the steps leading to the sidewalk on the east side of 20th Avenue. Clearly pedestrian accommodations at 20th Avenue and Highway 90 do not comply with regulations promulgated by the U. S. Department of Transportation pursuant to the *Americans with Disabilities Act* and must be upgraded to achieve compliance and ensure access to the transit center and environs for all CTA patrons and other travelers in the vicinity. There is a particular need for wider sidewalks with reduced inclination that will meet current standards for pedestrian facilities.

The existing crosswalk on Highway 90 at 20th Avenue is also noncompliant with ADA-related regulations and needs to be redesigned to ensure the safe movement of both those with disabilities and others attempting to cross the highway between the transit center redevelopment site and Jones Park on the south side of the busy east-west arterial.

SCOPE OF WORK

Base Bid Alternative – The Base Bid Alternative includes most of the improvements identified above, namely those relating to bus access to the planned multimodal passenger transportation center immediately south of the existing Gulfport Transit Center and the installation of ADA-compliant pedestrian facilities between Jones Park on the south side of Highway 90 and 15th Street on the north side of the existing transit center:

- *Reconstruction of the intersection of 20th Avenue and Highway 90* to allow full-size buses to turn from Highway 90 onto 20th Avenue without impinging on the opposing lane.
 - *Reconstruction of the first 100 feet of 20th Avenue north of Highway 90* to reduce the grade from 10 percent to eight percent, removing another obstacle to use of the route by transit vehicles.
 - *Removal and replacement of the curb on both sides of 20th Avenue* – to bring the roadway edges into conformance with current standards for design and accessibility.
 - *Replacement of the existing four-foot sidewalk on the east side of 20th Avenue* by a continuous properly graded five-foot facility.
 - *Replacement of the existing four-foot sidewalk on the west side of 20th Avenue* by a continuous six-foot facility, descending at the southern end by means of a double-switchback ramp at five percent grade or less, ending at the north end of a new crosswalk on Highway 90 with a spur connecting to the new crosswalk on 20th Avenue as well.
-
- *Construction of a new crosswalk on Highway 90* reducing the total length required for pedestrians to traverse in crossing the busy highway from 100 feet to 70 feet.
 - *Construction of a new crosswalk on 20th Avenue* conforming to MDOT guidelines and current ADA-related standards and featuring the installation of textured surfaces.
 - *Replacement of existing crosswalks at the intersection of 20th Avenue and 15th Street* with crosswalks that meet all applicable standards regarding design and materials, including an ADA-compliant ramp at the northwest corner, a five-foot sidewalk with connecting ADA-compliant ramps at the southwest corner, and the installation of pavers at all four corners.

- ***Resurfacing of Highway 90 and 15th Street*** portions falling within or immediately adjacent to the path of 20th Avenue to ensure a smooth transition between the north-south corridor and the connecting east-west arteries at either end of the project.

Alternative 1 - Alternative 1 would add the following improvement:

- ***Resurfacing of the balance of 20th Avenue south of 15th Street*** (i.e., the portion north of the new multimodal passenger transportation facility) in order to achieve uniformity in the look and feel of the pavement from one end of 20th Avenue to the other.

Alternative 2 – Alternative 2 would add the following improvement:

- ***Installation of streetlights on both sides of 20th Avenue*** and replacement of existing overhead power lines with subsurface electrical transmission lines.

Coast Transit Authority
Gulfport Transit Center
20th Avenue Improvements
Gulfport, Mississippi

Preliminary Opinion of Cost
Conceptual Design

ITEM		TOTAL
Base Bid		
<i>This scope reworks the road way slope and corner radiuses to make 20th Avenue more bus friendly. Additionally, this scope upgrades the pedestrian path between Jones Park and 15th Street to be ADA compliant. This consists of new ADA compliant sidewalks, pedestrian ramps, and cross walks.</i>		
Removal Items		\$15,000
Earthwork Items		\$19,930
Sub Base and Base Items		\$24,000
Bituminous Paving Items		\$14,512
Drainage Items		\$18,800
Incedental Construction Items		\$33,690
Water and Sewer Items		\$5,000
Relocate Signal Pole		\$1,000
Pavement Marking Items		\$3,094
Dependent Items		\$25,000
Sub Total		\$160,026
Contingency for Undetermined Scope and Unkown Conditions	25.00%	\$40,007
Sub Total		\$200,033
General Contractor Over Head/ Gross Receipt Tax/Bond/Profit	20.00%	\$40,007
Subtotal of Construction Cost		\$240,039
Alternate 1 - Additional Asphalt Paving		
<i>This alternate scope repaves the remaining portion of existing asphalt not paved in base bid. This alternate would make the roadway between Hwy 90 and 15th Street all new asphalt paving.</i>		
Additional Bituminous Paving (to repave entire section between Hwy 90 and 15th)		\$6,350
Sub Total		\$6,350
Contingency for Undetermined Scope and Unkown Conditions	25.00%	\$1,588
Sub Total		\$7,938
General Contractor Over Head/ Gross Receipt Tax/Bond/Profit	20.00%	\$1,588
Subtotal of Construction Cost		\$9,525

Bid Alternate 2 - Overhead Power Burying and Lighting

This alternate scope burys the overhead powerlines and upgrades the the streetlighting to meet the City of Gulfport Standard.

Lighting (Per Downtown Gulfport Standard)		\$140,000
Utility Relocation		\$70,000
Subtotal of Construction Cost		\$210,000
Contingency for Undetermined Scope and Unkown Conditions	25.00%	\$52,500
Sub Total		\$262,500
General Contractor Over Head/ Gross Receipt Tax/Bond/Profit	20.00%	\$52,500
Subtotal of Construction Cost		\$315,000
Total Construction Cost (Base Bid plus Alternates)		\$564,564

ARCHITECTURAL AND ENGINEERING FEES

Printing and Shipping Allowance	\$1,650
Design and Engineering Fee for Full Services	\$67,748
Total Estimated Soft Costs	\$69,398

PROJECT BUDGET RECAP

Construction Cost	\$564,564
A&E Soft Costs	\$69,398
TOTAL PRELIMINARY OPINION OF PROJECT COSTS	\$633,962

Assumptions

1. Assumes public bid within 12 months of estimate
2. Areas based on take off from concept drawings and survey
4. Future planning must include annual cost escalation of 3%



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Leisure Services

Date: 01/27/2017

Subject: Budget Amendment #15 - re-allocating unused Capital Project funds to the Sportsplex Expansion Project.

Recommendation:



**DEPARTMENT OF
LEISURE SERVICES**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

Administrative Office
1422 23rd Ave.
Gulfport, MS 39501

To: Linda Elias, Comptroller
Ginnie Hem, Finance Manager

From: David D'Aquila, Director Leisure Services

Date: January 23, 2017

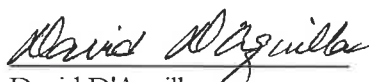
Subject: Budget Amendment Sportsplex Expansion Project

During the budget process, we had a discussion regarding a budget amendment to move funds from existing capital projects that have been dormant to Sportsplex Expansion. As discussed, the expansion project was relocated to the area immediately east of the originally proposed site. This necessitated additional work for fill/grub and this cost was further increased before construction began with less than satisfactory soils that had to be corrected. Additionally, an unknown cost at the time the project began for mitigation with the Corps of Engineers encumbered the project an additional \$200,000.

We are requesting a budget amendment from the following dormant Capital Funds to ensure that the expansion project will have the necessary funds to complete the work and shore up the accounts unanticipated expenditures as outlined above.

100 345 640100 02382	Joseph T Jones	\$217,161.00
100 345 640100 02480	Harbor Master Bulk Head	\$240,506.00

Please move \$457,667 to 100 345 640100 02940 Softball Field Expansion. If after review you have any questions or we need to discuss further please let me know.


David D'Aquila

City of Gulfport

Budget Amendment Request

Fund Name Capital Projects Date 02/07/17
Department # 345 Budget Entry #
Department Name Capital Projects

Remaining Budget	Prior Amendments	This Amendment	Revised Budget
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Joseph T Jones
Memorial Park
#02382

<u>217,161</u>	<u>-</u>	<u>(217,161)</u>	<u>-</u>
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Harbor Master
Bulkhead #02480

<u>240,506</u>	<u>-</u>	<u>(240,506)</u>	<u>-</u>
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Softball Field
Expansion Sportsplex
#02940

<u>961</u>	<u>-</u>	<u>457,667</u>	<u>458,628</u>
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Amendment to reallocate unused funds from two dormant Capital accounts to the budget for the Softball Field Expansion account at the Sportsplex. This amendment is being requested by the Director of Leisure Services.

Amendment # 2017-15



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 01/25/2017

Subject: Docket of Claims - to be approved through February 8, 2017.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 01/27/2017

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

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: February 27, 2017

RE: Resolutions awarding bids for lot cleanups and/or demolition of certain property within the City of Gulfport and providing for assessment of cost to the said properties being presented to the City Council on the 7th day of February, 2017.

Please place the attached item on the Council agenda for February 7, 2017.

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

The attached items have been routed through the following departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: February 27, 2017

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

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

Awarding of Bids

WARD 1

- Parcel 1: 0711G-05-025.001. Lots 15-16, Blk. 6, Jonestown McCaughan Add. awarded to Woolmarket Lawns for \$49.00 to cut and clean grounds and remove all trash and debris from site located at 2004 48th Avenue. (Fayard)
- Parcel 2: 0711H-03-019.000. Lots 6-7, Blk. 9, Gulf Gardens awarded to Woolmarket Lawns for \$39.00 to cut and clean grounds and remove all trash and debris from site located on Southward Drive. (Andrews)

WARD 2

- Parcel 3: 0711O-03-031.000. Lots 6-7, Blk. 8, Beach Grove Add. awarded to Twin City Lawn Care for \$375.00 to cut and clean grounds and remove all trash and debris from site located on Broad Avenue. (Barkley Sr.)

WARD 3

- Parcel 4: 0810C-03-042.000. Lots 19-21 Inc., Blk. 195, North Gulfport awarded to Mike's General Service for \$57.00 to cut and clean grounds and remove all trash and debris from site located on Alabama Avenue. (Miller)
- Parcel 5: 0810N-03-049.000. Lots 19-24, Blk. 22, Standard Land awarded to Twin City Lawn Care for \$675.00 to cut and clean grounds and remove all trash and debris from site located at 2210 28th Street. (Pattersons' Rental Complex I)
- Parcel 6: 0811B-02-030.001. This parcel awarded to Woolmarket Lawns for \$54.00 to cut and clean grounds and remove all trash and debris from site located at 1501 Pass Road. (Lee)
- Parcel 7: 0911C-01-130.000. S 80 Ft. of Lots 1-4, Blk. 12, Hewes Add. awarded to Mike's General Service for \$238.00 to cut and clean grounds and remove all trash and debris from site located on Hewes Avenue. (Pasqua)

Total \$1487.00

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the 7th day of February, 2017, the following Resolution:

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

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

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

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

- | | |
|-----------|---|
| Parcel 1: | 0711G-05-025.001. Lots 15-16, Blk. 6, Jonestown McCaughan Add. awarded to Woolmarket Lawns for \$49.00 to cut and clean grounds and remove all trash and debris from site located at 2004 48th Avenue. (Fayard) |
| Parcel 2: | 0711H-03-019.000. Lots 6-7, Blk. 9, Gulf Gardens awarded to Woolmarket Lawns for \$39.00 to cut and clean grounds and remove all trash and debris from site located on Southward Drive. (Andrews) |
| Parcel 3: | 0711O-03-031.000. Lots 6-7, Blk. 8, Beach Grove Add. awarded to Twin City Lawn Care for \$375.00 to cut and clean grounds and remove all trash and debris from site located on Broad Avenue. (Barkley Sr.) |
| Parcel 4: | 0810C-03-042.000. Lots 19-21 Inc., Blk. 195, North Gulfport awarded to Mike's General Service for \$57.00 to cut and clean grounds and remove all trash and debris from site located on Alabama Avenue. (Miller) |
| Parcel 5: | 0810N-03-049.000. Lots 19-24, Blk. 22, Standard Land awarded to Twin City Lawn Care for \$675.00 to cut and clean grounds and remove all trash and debris from site located at 2210 28th Street. (Pattersons' Rental Complex I) |
| Parcel 6: | 0811B-02-030.001. This parcel awarded to Woolmarket Lawns for \$54.00 to cut and clean grounds and remove all trash and debris from site located at 1501 Pass Road. (Lee) |
| Parcel 7: | 0911C-01-130.000. S 80 Ft. of Lots 1-4, Blk. 12, Hewes Add. awarded to Mike's General Service for \$238.00 to cut and clean grounds and remove all trash and debris from site located on Hewes Avenue. (Pasqua) |

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

WHEREAS, the Mayor and Members of the Council further find and do so determine

that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a \$250.00 penalty.

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President thereby declared the motion carried and the Resolution adopted this the _____ day of _____, 2017.

(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 _____, 2017.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Engineering

Date: 01/31/2017

Subject: Ratification - of executed Lease Agreement with Mississippi Power for lighting services - to be made a part of the minutes.

Recommendation:

Lighting Services – Standard Lease Agreement

Customer Name: City of Gulfport – Public Works

Phone #: 228-868-5742

Service Address: 8390 Highway 49

Gulfport, MS 39503

Mailing Address: 4050 Hewes Ave

Gulfport, MS 39507

Tax ID#: _____

CSS Account #: _____

Job Order #: _____

GWO #: _____

Type Customer: ☐ Commercial ☐ Industrial ☒ Governmental

Description of Business (Apartment Complex, Restaurant, Ball-field, etc): Roadway lighting

Description of facilities being leased (include fixture type, wattage, quantity, type of wiring, type/size/quantity of poles and any other miscellaneous material).

Remove existing fixtures and install (102) 225W LED fixtures on customer owned poles.

Upfront Customer Payment Amount: \$0

Monthly Lease Charge: \$1,763.58* (Excludes applicable sales tax)

Initial Term of Agreement: 84 Months

Project Notes: Fixtures will be installed on customer owned poles.

Customer agrees to lease the facilities described above from Mississippi Power Company on the attached terms and conditions.

Customer's Authorized Signature:

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Mississippi Power Company:

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

1. **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
2. **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4079, Gulfport, MS 39502-4079. Customer's address for notice is the Mailing Address shown on Page 1.
3. **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
4. **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.
5. **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party.
6. **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
7. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
8. **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
9. **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
10. **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-656-1836 to obtain the proper pole attachment authorization.
11. **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.
 - a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
 - b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises. Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
 - c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: 

Date: 1/13/17



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Leisure Services

Date: 01/31/2017

Subject: Ratification - of executed Lease Agreement between City of Gulfport and Yamaha for golf carts - to be made a part of the minutes.

Recommendation:



YAMAHA

Commercial Finance

MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated December 7, 2016, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **CITY OF GULFPORT** having its principal office at 2309 15TH ST, GULFPORT, MS 39501 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) Terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

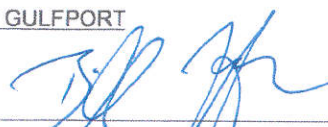
27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF GULFPORT

as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

By: 
Print Name: Billy Hewes
Title: Mayor

By: _____
Print Name: Kim Ruiz
Title: President

EXHIBIT A
EQUIPMENT SCHEDULE # 116145
Dated 12/07/2016

1. This Schedule covers the following property ("Equipment"):
40 DR2A GOLF CARS
2. Location of Equipment:
BAYOU VISTA GOLF COURSE
13756 WASHINGTON AVE
GULFPORT, MS 39503
3. The Lease term for the Equipment described herein shall commence on December 28, 2016 and shall consist of 48 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
48 MONTHLY PAYMENTS IN THE AMOUNT OF \$2,040.00 (APPLICABLE TAXES TO BE BILLED).
STARTING DECEMBER 2016 AND ENDING NOVEMBER 2020. DUE THE 28TH DAY OF
THE MONTH AS FOLLOWS:
- | | | | | |
|-------------------|-------------------|-------------------|-------------------|-------------------|
| Dec-16 \$2,040.00 | Jan-17 \$2,040.00 | Jan-18 \$2,040.00 | Jan-19 \$2,040.00 | Jan-20 \$2,040.00 |
| | Feb-17 \$2,040.00 | Feb-18 \$2,040.00 | Feb-19 \$2,040.00 | Feb-20 \$2,040.00 |
| | Mar-17 \$2,040.00 | Mar-18 \$2,040.00 | Mar-19 \$2,040.00 | Mar-20 \$2,040.00 |
| | Apr-17 \$2,040.00 | Apr-18 \$2,040.00 | Apr-19 \$2,040.00 | Apr-20 \$2,040.00 |
| | May-17 \$2,040.00 | May-18 \$2,040.00 | May-19 \$2,040.00 | May-20 \$2,040.00 |
| | Jun-17 \$2,040.00 | Jun-18 \$2,040.00 | Jun-19 \$2,040.00 | Jun-20 \$2,040.00 |
| | Jul-17 \$2,040.00 | Jul-18 \$2,040.00 | Jul-19 \$2,040.00 | Jul-20 \$2,040.00 |
| | Aug-17 \$2,040.00 | Aug-18 \$2,040.00 | Aug-19 \$2,040.00 | Aug-20 \$2,040.00 |
| | Sep-17 \$2,040.00 | Sep-18 \$2,040.00 | Sep-19 \$2,040.00 | Sep-20 \$2,040.00 |
| | Oct-17 \$2,040.00 | Oct-18 \$2,040.00 | Oct-19 \$2,040.00 | Oct-20 \$2,040.00 |
| | Nov-17 \$2,040.00 | Nov-18 \$2,040.00 | Nov-19 \$2,040.00 | Nov-20 \$2,040.00 |
| | Dec-17 \$2,040.00 | Dec-18 \$2,040.00 | Dec-19 \$2,040.00 | |
5. Interest Factor: 4.20 %
6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 12/07/2016 between the parties (the "Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF GULFPORT

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By :

Signature

By :

Name:

Kim Ruiz

Name:

Type or Print

Title:

President

Title:

Billy Hewes
Mayor



Bayou Vista Golf Course

X
Initialed By: SA

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE: Bayou Vista Golf Course
EQUIPMENT SCHEDULE # 116145

Yield: 4.200%

Mon #	Due Date	Payment	Interest
1	12/28/16	2,040.00	522.30
2	01/28/17	2,040.00	517.14
3	02/28/17	2,040.00	511.97
4	03/28/17	2,040.00	506.78
5	04/28/17	2,040.00	501.57
6	05/28/17	2,040.00	496.34
7	06/28/17	2,040.00	491.10
8	07/28/17	2,040.00	485.83
9	08/28/17	2,040.00	480.55
10	09/28/17	2,040.00	475.25
11	10/28/17	2,040.00	469.94
12	11/28/17	2,040.00	464.60
13	12/28/17	2,040.00	459.25
14	01/28/18	2,040.00	453.88
15	02/28/18	2,040.00	448.49
16	03/28/18	2,040.00	443.08
17	04/28/18	2,040.00	437.66
18	05/28/18	2,040.00	432.21
19	06/28/18	2,040.00	426.75
20	07/28/18	2,040.00	421.27
21	08/28/18	2,040.00	415.77
22	09/28/18	2,040.00	410.25
23	10/28/18	2,040.00	404.72
24	11/28/18	2,040.00	399.16
25	12/28/18	2,040.00	393.58
26	01/28/19	2,040.00	387.99
27	02/28/19	2,040.00	382.38
28	03/28/19	2,040.00	376.75
29	04/28/19	2,040.00	371.10
30	05/28/19	2,040.00	365.42
31	06/28/19	2,040.00	359.74
32	07/28/19	2,040.00	354.03
33	08/28/19	2,040.00	348.30
34	09/28/19	2,040.00	342.55
35	10/28/19	2,040.00	336.78
36	11/28/19	2,040.00	331.00
37	12/28/19	2,040.00	325.19
38	01/28/20	2,040.00	319.36
39	02/28/20	2,040.00	313.52
40	03/28/20	2,040.00	307.65
41	04/28/20	2,040.00	301.77
42	05/28/20	2,040.00	295.86
43	06/28/20	2,040.00	289.93
44	07/28/20	2,040.00	283.99
45	08/28/20	2,040.00	278.02
46	09/28/20	2,040.00	272.04
47	10/28/20	2,040.00	266.03
48	11/28/20	2,040.00	260.00
Totals:		97,920.00	18,938.85

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

6555 Katella Avenue, Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363

E-MAIL: Donna_Hennessy@yamaha-motor.com

NAME OF INSURANCE AGENT:

December 07, 2016

Stewart Sneed Hewes

ADDRESS: 2909- 13th Street, 4th Floor

Lani.Lenhoff@bxs1.com

Please Reference our Quote# 116145

Gulfport, MS 39501

PHONE: (228) 863-5362

FAX: 2288631957

RE: **BAYOU VISTA GOLF COURSE**

(Customer) Account #

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Attn: Commercial Finance Group
6555 Katella Ave
Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

40 DR2A GOLF CARS

CITY OF GULFPORT

(Customer)

Equipment Location:

13756 WASHINGTON AVE

GULFPORT, MS 39503

By:

(Signature of Authorized Officer)

Title:

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 116145
dated December 07, 2016 to the Master Lease Agreement dated
December 07, 2016 between Yamaha Motor Finance Corporation, U.S.A.
(the "Lessor") and CITY OF GULFPORT
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above
Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date
shown below

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
40 DR2A GOLF CARS		See Attachment	NEW	BAYOU VISTA GOLF COURSE 13756 WASHINGTON AVE GULFPORT, MS 39503

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability
of the Equipment.

CITY OF GULFPORT

as Lessee

By: 

Name: Billy Howes

Title: Mayor

EXHIBIT A
EQUIPMENT SCHEDULE # 116146

Dated 12/07/2016

1. This Schedule covers the following property ("Equipment"):
4 YT2A GOLF CARS
2. Location of Equipment:
BAYOU VISTA GOLF COURSE
13756 WASHINGTON AVE
GULFPORT, MS 39503
3. The Lease term for the Equipment described herein shall commence on March 28, 2017 and shall consist of 48 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
48 MONTHLY PAYMENTS IN THE AMOUNT OF \$459.98 (APPLICABLE TAXES TO BE BILLED).

STARTING MARCH 2017 AND ENDING FEBRUARY 2021. DUE THE 28TH DAY OF THE MONTH AS FOLLOWS:

Mar-17 \$459.98	Jan-18 \$459.98	Jan-19 \$459.98	Jan-20 \$459.98	Jan-21 \$459.98
Apr-17 \$459.98	Feb-18 \$459.98	Feb-19 \$459.98	Feb-20 \$459.98	Feb-21 \$459.98
May-17 \$459.98	Mar-18 \$459.98	Mar-19 \$459.98	Mar-20 \$459.98	
Jun-17 \$459.98	Apr-18 \$459.98	Apr-19 \$459.98	Apr-20 \$459.98	
Jul-17 \$459.98	May-18 \$459.98	May-19 \$459.98	May-20 \$459.98	
Aug-17 \$459.98	Jun-18 \$459.98	Jun-19 \$459.98	Jun-20 \$459.98	
Sep-17 \$459.98	Jul-18 \$459.98	Jul-19 \$459.98	Jul-20 \$459.98	
Oct-17 \$459.98	Aug-18 \$459.98	Aug-19 \$459.98	Aug-20 \$459.98	
Nov-17 \$459.98	Sep-18 \$459.98	Sep-19 \$459.98	Sep-20 \$459.98	
Dec-17 \$459.98	Oct-18 \$459.98	Oct-19 \$459.98	Oct-20 \$459.98	
	Nov-18 \$459.98	Nov-19 \$459.98	Nov-20 \$459.98	
	Dec-18 \$459.98	Dec-19 \$459.98	Dec-20 \$459.98	

5. Interest Factor: 4.20 %
6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 12/07/2016 between the parties(the"Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF GULFPORT

By : _____

Signature

Name: _____

Type or Print

Title: _____

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By : _____

Name: _____

Title: _____

Kim Ruiz

President



YAMAHA

Bayou Vista Golf Course

Initialed By: 

**AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE: Bayou Vista Golf Course
EQUIPMENT SCHEDULE # 116146**

Yield: 4.200%

Mon #	Due Date	Payment	Interest
1	03/28/17	459.98	89.28
2	04/28/17	459.98	88.02
3	05/28/17	459.98	86.76
4	06/28/17	459.98	85.50
5	07/28/17	459.98	84.24
6	08/28/17	459.98	82.97
7	09/28/17	459.98	81.69
8	10/28/17	459.98	80.41
9	11/28/17	459.98	79.13
10	12/28/17	459.98	77.84
11	01/28/18	459.98	76.55
12	02/28/18	459.98	75.25
13	03/28/18	459.98	73.95
14	04/28/18	459.98	72.64
15	05/28/18	459.98	71.33
16	06/28/18	459.98	70.02
17	07/28/18	459.98	68.70
18	08/28/18	459.98	67.38
19	09/28/18	459.98	66.05
20	10/28/18	459.98	64.72
21	11/28/18	459.98	63.38
22	12/28/18	459.98	62.04
23	01/28/19	459.98	60.69
24	02/28/19	459.98	59.34
25	03/28/19	459.98	57.99
26	04/28/19	459.98	56.63
27	05/28/19	459.98	55.27
28	06/28/19	459.98	53.90
29	07/28/19	459.98	52.52
30	08/28/19	459.98	51.15
31	09/28/19	459.98	49.76
32	10/28/19	459.98	48.38
33	11/28/19	459.98	46.99
34	12/28/19	459.98	45.59
35	01/28/20	459.98	44.19
36	02/28/20	459.98	42.78
37	03/28/20	459.98	41.37
38	04/28/20	459.98	39.95
39	05/28/20	459.98	38.53
40	06/28/20	459.98	37.11
41	07/28/20	459.98	35.68
42	08/28/20	459.98	34.24
43	09/28/20	459.98	32.80
44	10/28/20	459.98	31.36
45	11/28/20	459.98	29.91
46	12/28/20	459.98	28.46
47	01/28/21	459.98	27.00
48	02/28/21	459.98	25.53
Totals:		22,079.04	2,794.98

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 116146
dated December 07, 2016 to the Master Lease Agreement dated
December 07, 2016 between Yamaha Motor Finance Corporation, U.S.A.
(the "Lessor") and CITY OF GULFPORT
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
4 YT2A GOLF CARS		See Attachment	NEW	BAYOU VISTA GOLF COURSE 13756 WASHINGTON AVE GULFPORT, MS 39503

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

CITY OF GULFPORT

as Lessee

By: 
Name: Bruce R. Jones
Title: Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Finance

Date: 01/13/2017

Subject: Privilege Licenses - for the month of December 2016 - to be made a part of the minutes.

Recommendation:

Memorandum – City of Gulfport

To: City Council

CC: Mayor Hewes, Dr. Kelly

From: Mary Collins  Deputy City Clerk

Date: January 13, 2017

RE: Privilege License Issued December, 2016

Attached is a report of the privilege licenses issued by the City of Gulfport for the period of December 1 thru December 31, 2016 per Mississippi Code §Ann. 27-17-501 to be spread on the minutes.

If you have any questions, please call at any time

Privilege License
December 2016

Customer Name	Customer Address	Amount
CONTRACTING 24-7 LLC	1390 29TH AVE	\$20.00
BROADUS L S FURNITURE CO	2702 25TH AVE	\$20.00
OTTAWA DRYWALL AND CONSTRUCTION INC	651 35TH STREET	\$20.00
SONIC DRIVE INN OF 17TH ST	2505 17TH STREET	\$30.00
FAMILY MEDICAL CENTER OF ORANGE GROVE	12330 ASHLEY DR	\$35.70
J D HANDYMAN	1333 20TH STREET	\$23.80
DEDEAUX LAWN CARE	4733 CARDINAL DR	\$20.00
HEWES-GAINEY WEALTH MANAGEMENT	302 COURTHOUSE RD SUITE D	\$20.00
DANNS FOOD MART	4818 28TH ST	\$35.00
FAMILY MEDICAL CENTER OF ORANGE GROVE	12330 ASHLEY DR	\$30.00
J D HANDYMAN	1333 20TH STREET	\$20.00
CHINA ONE RESTAURANT	4493 COURTHOUSE ROAD	\$20.00
DEVOTED HEART HOME CARE LLC	1520 29TH AVE SUITE 4	\$20.00
CITY FINANCIAL LLC	330 PASS ROAD	\$20.00
CITY FINANCIAL LLC	330 PASS ROAD	\$22.00
CITY FINANCIAL LLC	330 PASS ROAD	\$20.00
ATKINS ENTERPRISE	906 SYCAMORE DRIVE	\$23.80
COMFORT LIVING PERSONAL CARE SERVICES	1073 ACADIAN DR	\$20.00
MCINNIS 12 BONE BBQ & CATERING	4301 ARKANSAS AVE	\$20.00
COAST ROAST COFFEE & TEA	1601 25TH AVE	\$30.00
ATKINS ENTERPRISE	906 SYCAMORE DRIVE	\$20.00
CITY FINANCIAL LLC	330 PASS ROAD	\$20.00
NEILLS RADIATOR SERVICE	15211 DEDEAUX RD	\$23.80
AUTO RESTORATIONS LLC	14297 B DEDEAUX RD	\$20.00
NEILLS RADIATOR SERVICE	15211 DEDEAUX RD	\$20.00
ONE STOP SHOP INC	2734 17TH AVE	\$20.00
GULFPORT ACADEMY CHILD CARE INC	15150 EVANS ST	\$39.00
A1 COIN LAUNDRY	2508 MARTIN LUTHER KING BLVD	\$20.00
CAMPBELLS FIX IT	1217 24TH STREET	\$20.00
H & S HOLDINGS	4002 ADAMS AVE	\$20.00
SSC	2700 HEWES AVE	\$20.00
AFFORDABLE DENTURES DENTAL LABORATORIES	505 COWAN RD	\$39.00
M SCOTT BREAZEALE DMD	430 SECURITY SQUARE	\$20.00
PUPUSERIA DONA BLANCA	14451 DEDEAUX RD	\$20.00
BOZLEE PHYSICAL THERAPY LLC	12311 ASHLEY DR	\$20.00
JUMPING JOE'S INFLATABLES LLC	15484 DUCKWORTH RD	\$20.00
GULFPORT TAX SERVICE`	412 PASS RD SUITE C	\$20.00
LA PASSION ARTISAN CHOCOLATES LLC	11520 STANTON CIR	\$20.00
GOODYEAR AUTO & SERVICE CENTER #2733	1809 25TH AVE	\$150.00
WILLIAM A PENEGUY CPA	1918 21ST AVENUE	\$30.00
KARE IN HOME MEDICAL EQUIPMENT LLC	10278 CORPORATE DRIVE	\$30.00
MARBLE SLAB CREAMERY	515 ROSELAND PKWY	\$20.00
ADVANCED BUSINESS SERVICES	440 E PASS RD	\$20.00
GAMBOA & GOLDSZLAGER INVESTMENTS LLC	615 PASS RD	\$20.00
SOUTH MS POWERSPORTS	607 PASS RD	\$20.00
JUST WINGS	1307 SALLY DR	\$25.00

Privilege License
December 2016

BROOKS LAWN SERVICE	2832 B AVENUE	\$20.00
ISE LOGIK INDUSTRIES	14231 SEAWAY RD	\$20.00
ST JOSEPH HOSPICE OF SOUTHERN MS	1240 BROAD AVE	\$75.00
HANNAHS HELPING HANDS	1704 21ST AVE	\$20.00
5P HOLDING LLC	12435 PLUNKETT RD	\$20.00
PITSTOP CARWASH	11319 HWY 49	\$30.00
ALICES CAFE	2918 7TH AVENUE	\$35.00
BUDGET RENT A CAR	14035 AIRPORT ROAD	\$1,500.00
1 CALL PAUL BARBER AND BEAUTY SHOP	2103 25TH AVE	\$20.00
ZOOMSYSTEMS	10000 FACTORY SHOPS BLVD	\$10.00
BUCKETS & BUBBLES	14297 DEDEAUX RD #C	\$20.00
HUDSON & SMITH ATTORNEYS	1600 24TH AVE	\$20.00
VITAMIN WORLD INC #8501	10725 FACTORY SHOPS BLVD	\$20.00
JAZZ QUARTERS	1816 30TH AVE	\$35.00
BIG GENES ICE CREAM	3503 8TH AVE	\$25.00
ZAXBY'S	11383 HWY 49	\$30.00
THE TOP SHELF	1664 BEACH BLVD	\$20.00
GULFPORT GALLERIA OF FINE ART	1300 24TH AVE	\$23.80
B K CARPENTRY	9 WOODGLEN DR	\$20.00
K & D SERVICES INC	3955 CHAMBERLIN AVE	\$20.00
ROYAL SALON	1706 PASS RD	\$20.00
GULFPORT GALLERIA OF FINE ART	1300 24TH AVE	\$20.00
SPRINT	9454 THREE RIVERS ROAD STE H	\$29.75
EDDIE PRO PAINTING	14321 DEDEAUX RD SUITE 15	\$20.00
MSE BRANDED FOOD OF GULFPORT-BILOXI LLC	14035 AIRPORT ROAD	\$20.00
MSE BRANDED FOOD OF GULFPORT-BILOXI LLC	14035 AIRPORT ROAD	\$20.00
MSE BRANDED FOOD OF GULFPORT-BILOXI LLC	14035 AIRPORT ROAD	\$20.00
MSE BRANDED FOOD OF GULFPORT-BILOXI LLC	14035 AIRPORT ROAD	\$35.00
MSE BRANDED FOOD OF GULFPORT-BILOXI LLC	14035 AIRPORT ROAD	\$35.00
CARL GATES CONTRACTING	3703 19TH STREET	\$22.00
SPRINT	9454 THREE RIVERS ROAD STE H	\$25.00
LAW OFFICE OF F. PHILIP WITTMANN IV	1820 22ND AVE	\$20.00
PADGETT LEGAL	1805 BURTON AVENUE	\$33.00
A-1 AUTOMOTIVE OF GULFPORT LLC	3212 26TH AVE	\$20.00
		\$3,510.65



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 01/25/2017

Subject: Letter - regarding request of one (1) year Extension to Armed and Unarmed Security Guard Services Agreement with Swetman Security.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: January 25, 2017

**Re: RFP for Armed and Unarmed Security Guard Services
Proposals Received 11-16-2015
Request One (1) Year Renewable Option**

On February 2, 2016, Gulfport City Council approved the selection committee's recommendation to make award to Swetman Security Services for Armed and Unarmed Security Guard Services. As per Page 11 of 27, Section 4, "the term of the contract will be for two (2) years; executed on one (1) year renewable agreements".

Request permission to extend Armed and Unarmed Security Guard Services for one (1) additional year, ending February 6, 2018.

Thank you for your consideration



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Public Works

Date: 01/26/2017

Subject:

Letter - regarding Emergency Purchase Authorization related to Little Tandy sewer force main failure - to be made a part of the minutes.

Recommendation:

Memorandum

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: January 26, 2017

Re: Emergency Purchase Authorization
Little Tandy Sewer Force Main Failure
Department of Public Works

Attached please find a letter of explanation from Director of Public Works, Wayne Miller, along with an invoice from Breaux Services in the amount of \$5,517.50 for services of sewer tanker trucks on January 21, 2017. The trucks were necessary in order to pump down the lift station and haul sludge from Dedeaux Road to Seaway Road as a result of a 24" sewer valve located on the force main at the Little Tandy Lift Station being stuck in the closed position. Purchase Order #191141 has been issued in support of this emergency.

As per MS Code 31-7-1 (f), documentation of this emergency is to be placed on the minutes of the board.

I thank you for your consideration.

Memorandum – City of Gulfport

PUBLIC WORKS



To: Connie Debenport, Purchasing

CC: Kris Riemann, P.E., Director of Engineering
Mark Kraninger, Assistant Director of Public Works
Ryan Merrill, Budget Analyst-Public Works

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

WEM

Date: January 24, 2017

Subject: Emergency Purchase for Little Tandy Sewer Force Main Failure

On the afternoon of Saturday, January 21, 2017, there was a 24" sewer valve located on the force main at the Little Tandy Lift Station that became stuck closed. To limit the amount of raw sewage spilling into the City drainage ditches and canals, we called in for sewer tanker trucks that continually ran for 14.5 hours Saturday. This would be considered an emergency due to "failure of transport or treatment of sewage" per State of Mississippi Purchase Law, Section 31-7-1(f).

Breaux Services, Inc. has submitted an invoice in the amount of \$5,517.50 for their service with the collection of sewage in tanker trucks. Attached is copy of this invoice.

I recommend this emergency purchase.

**Vacuum Trucks
Sludge Hauling
Land Farming**

P.O. Box 236
Kiln, MS 39556

Fax: 228-255-4303

To: CITY OF GULFPORT Date: 11/21/17

Address:

Repair Item No.

Purchase Order No.

Description of Work Performed

Description of Work Performed
HAUL SLUDGE FROM DEADEND RD / GULFPORT
TO SEAWAY RD / GULFPORT (Sewer Jet Tnk)

Disposal Location: Breaux Land Farm, 6153 Road 305, Kiln, MS 39556
Permit Number: SW0230030364

Employee Hrs. & Equipment Used

Tk#	Tr#	Tons	Yds.	Hrs.	Rate	Amount
5:30 PM - 1:00 AM	23			7.5	175 ⁰⁰ / _{hr}	1312.50
INVOICE		Subtotal		7.5	175 ⁰⁰ / _{hr}	1312.50
No 23596		Tax				
		Total		1312.50		

SIGNATURE

PO # 191141



Official Purchase Request

UNDER 5K	
OVER 5K	x
OVER 50K	

Executive
Legislative
Judicial
Legal
General Admin.
Urban Development

Fire
Liesure Services
Harbor
Community Development
Utility Billing
Economic Development

Public Works
Engineering
Water Operations
Sewer Operations
Traffic
Streets & Drainage

Police
Capital
Capital
Capital
Capital
Other

Date: 1-24-2017

Requisition #: _____

Requestor / POC: Wayne Miller

Suggested Vendor: 39462

Department: Public Works

Vendor #: _____

Breaux

Account #'s: 825-610700

POC: _____

Phone #: _____

Fax #: _____

Email: _____

STATE BID / BID GROUP: _____

Council Approval: _____

LINE	QTY	UOM	ITEM#	DESCRIPTION	UNIT COST	EXTENDED COST
1	14.5	hr	truk 22	Pump Down Liftstation		
2	14.5	hr	truck 21	Haul Sludge From Dedeaux Road To Seaway Road	\$145.00	\$2,102.50
3	7.5	hr	truck 23	Haul Sludge From Dedeaux Road To Seaway Road	\$145.00	\$2,102.50
4					\$175.00	\$1,312.50
5						
6						
7						
8						
9						
FREIGHT / SHIPPING COST						
TOTAL						\$5,517.50

COMMENTS / JUSTIFICATION

EMERGENCY Purchase Request for Little Tandy Sewer Force Main Failure. (SEE ATTACHED MEMO)

REQUESTOR SIGNATURE

DATE

1-25-17

DOC #

P1

AUTHORIZED SIGNATURE

DATE

[PURCHASING WEBSITE LINK](#)



City of Gulfport
 Finance & Administration Dept.
 Purchasing Division
 P.O. Box 1780
 Gulfport, MS 39502
 PH: 228.868.5705
 Fax: 228.868.5704
 TAX EXEMPT# 64-74-0087K
 MS. CODE: 27-65-105

Purchase Order

Fiscal Year 2017

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **191141-00**

Delivery must be made within doors of
 specified destination.

B
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BREAUXS SERVICES INC
 P O BOX 236
 KILN MS 39556

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OPERATIONS & MAINT
 4050 HEWES AVE
 POC- RYAN M. (228-868-5740)
 GULFPORT MS 39507

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
(228)255-7281		(228)255-4303	208433			
PO Issue Date	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
01/26/2017	39462				Sewer Operations	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
	The above purchase order number must appear on all invoices, packages, and shipping papers.					
1	EMERGENCY FOR LITTLE TANDY LIFT STATION. 01/21/2017 SEWER VALVE LOCATED ON FORCE MAIN STUCK CLOSED. TRUCK 22 - PUMP DOWN LIFT STATION 400 -800-825-000-000-610700- \$2,102.50		14.5	HR	\$145.000	\$2,102.50
2	EMERGENCY FOR LITTLE TANDY LIFT STATION. 01/21/2017 SEWER VALVE LOCATED ON FORCE MAIN STUCK CLOSED. TRUCK 21 - HAUL SLUDGE FROM DEDEAUX RD TO SEAWAY RD. 400 -800-825-000-000-610700- \$2,102.50		14.5	HR	\$145.000	\$2,102.50
3	EMERGENCY FOR LITTLE TANDY LIFT STATION. 01/21/2017 SEWER VALVE LOCATED ON FORCE MAIN STUCK CLOSED. TRUCK 23 - HAUL SLUDGE FROM DEDEAU RD. TO SEAWAY RD. 400 -800-825-000-000-610700- \$1,312.50		7.5	HR	\$175.000	\$1,312.50
	400 -800-825-000-000-610700- 5,517.50					

By

Connie Dubey

Authorized Signature

MP

OFFICIAL COPY

PO Total

\$5,517.50



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Leisure Services

Date: 01/30/2017

Subject: Request - to approve recommendation regarding RFP for Concession Sales & Operations
- Leisure Services Department.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie DeBenedictis, CPPB

Date: January 30, 2017

**Re: RFP for Professional Services for Concession Operation and Sales
Bids Received 12/19/2016**

On December 19, 2016, the City of Gulfport received three (3) submissions in response to the above mentioned RFP. On January 24, 2017, the selection committee met to review, discuss the submissions and to determine if interviews were necessary. The results of the grading are shown below:

Grading Criteria	SouthEast Restaurant Group	GB Concessions	Special Event Concessions
1. Past project experience, record of related concession operations and ability to operate during time frames specified. (20 Pts)	30	52	58
2. Project approach, internal cash control procedures, type of menu. (20 pts)	28	55	60
3. Project qualifications, experience and competence of assigned personnel. (20 pts)	40	56	59
4. Revenue and profit projection. (30 pts)	38	65	80
5. Overall responsiveness of the RFP. (10 pts)	26	36	40
TOTAL	162	264	297

Based on the grading criteria as presented and the offer of 29% of gross sales offered, the selection committee is requesting your permission to make award to Special Event Concessions, (Special Event Concessions is the current provider of Concessions for the City of Gulfport).

Thank you for your consideration

Special Events Concession Services, LLC
207 East Angela Circle
Gulfport, MS 39503

December 5, 2016

Honorable Mayor Billy Hewes, III
Gulfport City Council
2309 15th Street
Gulfport, MS 39501

Ref: Professional Services for Concession and Sales

Dear Honorable Mayor Hewes and City Council,

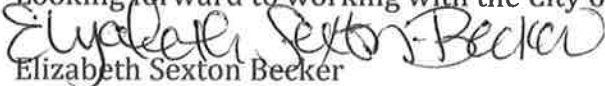
Please find enclosed the proposal for the operations of the concession located at the Gulfport Sportsplex and Golden Sportsplex located in the City of Gulfport.

Special Events Concession Services, LLC is a local family owned business with deep family roots in Gulfport. The company was founded four years ago by father and is currently owned by Nate Becker and Elizabeth Sexton-Becker. Special Events Concession Service, LLC is a proud member of the Gulfport Chamber of Commerce and always support the community. We have over four years of experience in sports and special events concessions services. We have a very diverse menu always reviewing the needs of the menu direct to the group attending.

Special Events Concession Services, LLC is prepared to improve and invest in the equipment needed to maintain operations on the current stands and prepared to grow the business with the expansion of the Gulfport Sportsplex. We will maintain the required insurance, health department permits and will establish a web site for visitors to order large group meals or register a complaint about guest services issues or provide suggestions.

Special Events Concession Services, LLC is prepared to offer 29% of gross sales and prepared to negotiate this rate based on our company completing repairs or purchasing new equipment at our cost and not the cities. We will also prepared to purchase new uniform T-Shirts for staff starting in 2017.

Looking forward to working with the City of Gulfport in 2017.



Elizabeth Sexton-Becker

President

Special Events Concession Services, LLC
228-297-6485

Gentlemen, in compliance with your invitation for proposals for:

Professional Services for Concession Operation and Sales

For the City of Gulfport, MS

Having examined the proposal documents, and scope of work, we do hereby propose to provide professional services and meet and satisfy all requirements and duties in accordance with the contract documents. Attach Pricing Sheet.

Company/Firm Name	Special Events Concessions, LLC.
Authorized Representative - sign	Elizabeth Sexton Becker
Authorized Representative - print	Elizabeth Sexton Becker
Address	201 E. Angela Cir.
Phone Number	228-297-6485
Facsimile Number	
Email	beckerm.elizabeth@gmail.com
Website (if available)	

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Special Events Concession Services, LLC



Special Events Concession Services, LLC

City of Gulfport

Version 1.0
December 2016

Presented by:
Nathan Becker & Elizabeth Sexton-Becker

City of Gulfport Concession Proposal

Proposal Plan Overview

Past Project Experience:	Page 3
Project Approach Project Challenges	Page 4
Internal Cash Control Process	Page 4
Revenue/Profit Projections	Page 5
Special Consideration Scope of Services	Page 6
Professional References	Page 7
Weekly Concession Report Sample	Pages 8-9
Menu	Page 10
Attachment Sample Uniform	Page 11
Attachment Insurance Quote	Page 12
Attachment Equipment Upgrade	Page 13

Objective

It is the objective of Special Events Concession Service; LLC is to provide a professional concession service to the City of Gulfport (Sports Complex and Goldin Sports Complex). The concession services will be manned and operated during all events being held at either complex requiring concession services.

Past Project Experience

The owners of Special Events Concession Services, LLC has several years of experience in providing food services to youth group and managing business operations in Mississippi. Special Events Concession Services, LLC currently provides concession services for the City of Gulfport and has been the provider for South Mississippi Soccer Club in the past. Co-owners Nathan Becker & Elizabeth Sexton-Becker are much respected community leaders and business professionals in Harrison County. The Becker's purchased the company in 2014 from family and has operated the concession services for the City of Gulfport since 2014.

The current concession operations has covered concession for league games along from youth to adult softball including Harrison County Church League, Orange Grove Softball League and many youth tournaments hosted by visiting professional youth groups.

All concession stand operations require a professional business mindset and we feel it has been. It is a success because of the supervision and vision of Special Events Concession Services, LLC. The selection of a quality menu, fair pricing, local market research for comparison, professional vendors to provide good quality food along with outstanding guest services is key in the success.

Project Approach

Special Events Concession Services, LLC would continue with their family based operation consisting of an onsite manager that would have ServSafe Food Safety training. The hours of operations would be based on City of Gulfport providing a schedule of events for tournaments and special events requiring concession operations. The concession would open 30 minutes prior to the first game and would remain open until the last game is completed.

Project Challenges

Most equipment within the concession stands are aged and are in need of replacement. Special Events Concession Services, LLC owns a good bit of the current counter equipment and if awarded a new contract will implement an update plan to replace aged equipment.

Also much of the current city owned equipment is reaching the end of the life span cycle and will require replacing during this bid cycle. Special Events Concession Services, LLC will also work on improving/replacing this equipment if awarded a new contract.

Growth of new restaurants near and around the sports complex creates challenges and will require the development of new menu items and competitive prices in this contract period.

The internal cash control process will consist of:

- 1: Use of casher registers
- 2: Providing copies of Z/X Reports for City of Gulfport with weekly reports.
- 3: Daily Concession Report attached with weekly report
- 4: Weekly reports showing gross sales with shortages or overages.

Revenue/Profit Projections

The revenue to be paid to City of Gulfport will be based on daily gross sales from concessions that are held by City of Gulfport. Special Events Concession Services, LLC is proposing 29% of gross sales based on Z/X reports from the cash register as discussed as part of our cash control system subtracting any voids created by accidental charges or wrong keys being hit.

Special Events Concession Services, LLC would require that all food services be controlled and operated by them to include special event food vendors, snowballs and the same 29% of gross sales would apply to be paid to City of Gulfport.

Special Events Concession Services, LLC would also like to reserve the right to offer remote location during large tournament and busy times to provide better and improve service and sale.

Profit Projections

		Cost	Labor 15%	Permits 3.00%	Total	SECS	CITY OF GULFPORT 0.29%
HOT FOOD							
					\$		
HAMBURGER	\$3.00	\$ 0.96	\$ 0.45	\$ 0.09	1.50	\$ 1.50	\$ 0.87
					\$		
CHEESEBURGER	\$3.50	\$ 1.05	\$ 0.53	\$ 0.11	1.69	\$ 1.81	\$ 1.02
					\$		
HOTDOG	\$2.00	\$ 0.55	\$ 0.30	\$ 0.06	1.31	\$ 0.69	\$ 0.58
					\$		
FRENCH FRIES	\$3.00	\$ 2.03	\$ 0.45	\$ 0.09	2.57	\$ 0.43	\$ 0.87
					\$		
CHIPS	\$1.00	\$ 0.29	\$ 0.15	\$ 0.03	0.47	\$ 0.53	\$ 0.29
					\$		
CHICKEN QUESDILLA	\$4.50	\$ 1.75	\$ 0.45	\$ 0.14	2.34	\$ 2.16	\$ 0.90
					\$		
FUNNEL FRIES	\$3.50	\$ 1.54	\$ 0.53	\$ 0.11	2.18	\$ 1.32	\$ 1.02
					\$		
NACHOS	\$3.50	\$ 1.25	\$ 0.53	\$ 0.11	1.89	\$ 1.61	\$ 1.02

These are some sample profits from selected items from the proposed menu

Special Consideration/Scope of Services:

If awarded the contract Special Events Concession Services, LLC would provide all minor repairs and maintenance as needed for current equipment as required subtracting the cost from weekly sales amounts. Any repairs or maintenance would be first approved by a representative from the City of Gulfport Department of Leisure Services.

Special Events Concession Services, LLC would like to provide these details as a part of this proposal:

- 1: Special Events Concession Services, LLC would maintain 1 million dollar general liability insurance listing City of Gulfport as co-insurer.
- 2: Special Events Concession Services, LLC would maintain proper Health Department, city or county and state permits as required by Mississippi Law.
- 3: Special Events Concession Services, LLC would provide an end of the year report to the City of Gulfport of sales.
- 4: Special Events Concession Services, LLC is proposing a two year (24) month contract with the option to renew for two (2) additional years at the end of the second year. Both parties would reserve the right at the end of the third year with proper written notice to terminate the agreement for services at the end of the fourth year.
- 5: Special Events Concession Services, LLC would request that during the first year the City of Gulfport provide two written evaluation of services the first after the second month of operations and the second evaluation after the six-month of operations.
6. Special Events Concession Services, LLC would provide uniforms for all workers, in order to easily identify our employees.
7. Special Events Concession Services, LLC would provide a phone number in addition to a easily accessible website where costumers can provide feedback regarding services provided.
8. Special Events Concession Services, LLC would continue to provide tournament directors and their staff as well as the city employees drinks and a card that will allow them to receive a free meal each day.

Professional References:

Mr. Doug Price
Coast Coca Cola Bottling Company
3701 25th Ave
Gulfport, Mississippi 39501
(228) 864-1122

Ryan Gibbons
Sales Representative
Sysco Foods
MS Gulf Coast District
(228)-896-1687

Benco Products LLC, Bayou Slush Puppie
Dean Pertertuit
500 Sixth Street
Lockport, LA 70374-2704
(985) 532-3048

Special Events Concession Services, LLC **Daily Concession Report**

Day / Date: _____

Location: SMSC

Cash Register	Gross Sales	Overages / Shortages
#1 Soccer	_____	\$0.00
#2 Soccer	_____	\$328.75
#3 Soccer	_____	\$0.00
#3 Soccer	_____	\$0.00
#1 Special	_____	\$0.00
#2 Special	_____	\$0.00
TOTAL:	\$0.00	\$0.00

Overages / Shortages investigation and justification: (use reverse side if needed)

1 _____

#2 _____

#3 _____

#4 _____

#1 _____

#2 _____

NOTE: Daily cash register x-key receipts from each cash register must be attached to this form

Special Events Concession Services, LLC **Weekly Concession Report**

From _____	To _____	
Day / Date	Daily Gross Sales	Overages / Shortages
_____	_____	\$0.00
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL:	\$0.00	\$0.00
Total Weekly Gross	\$0.00	
Weekly Overage / Shortage	\$0.00	
Adjusted Gross	\$0.00 x 25% =	\$0.00
Payment to SMSC		_____

Note: Daily Concession Reports must be attached

Submitted by: _____ Alfred Sexton _____ Date: _____ 05/16/2011 _____

Received by: _____ Date: _____

Receipt # _____

MENU

Food & Snacks

- Hamburger... \$3.00
- Double Hamburger... \$4.00
- Grilled Chicken Wrap/Sandwich... \$4.50
- Cheese Sticks... \$4.50
- Funnel Fries...\$4.50
- Chicken Quesadilla...\$4.50
- Cheese Quesadilla...\$3.00
- Nachos...\$3.50
- Loaded Nachos...\$6.50
- Chicken Nuggets (6)...\$3.00
- French Fries...\$3.00
- Hot Dog...\$2.00
- Grilled Cheese...\$1.50
- Slim Jim...\$2.00
- Chips...\$1.00
- Pretzel...\$2.50
- Popcorn...\$2.50
- Boiled Peanuts...\$2.50 (16 oz)...\$4.00 (32 oz)
- Roasted Peanuts...\$2.00
- Pickle...\$2.00
- Sunflower Seeds...\$1.25

Sweets

- Funnel Fries...\$4.50
- Assorted Candy...\$1.50
- Ring Pop/Push pop...\$1.00
- Bubble Gum (4)...25
- ICEE Tube...\$2.00
- Snickers/Twix Ice Cream...\$2.00

Drinks

- Powerade Slush...\$2.00
- Dasani...\$2.50
- Powerade...\$3.00
- 20 oz Coca-Cola Products...\$3.00

Approval

Co-Owner:

Elizabeth Sexton Becker

Date:

12 / 16 / 16

2017-2019 Concession Uniform Shirts



Quote Date : 12/04/2016

Coverage & Premium Quote Summary

Concessionaires/Exhibitors/Vendors

Commercial General Liability

Eligibility

Selected operation(s):	Food/drink/produce sales
Coverage effective date(s):	01/02/2017 to 01/02/2018
In which state does the concessionaire, exhibitor, or vendor reside?	Mississippi
Are all of the event operations to be insured located within the United States?	Yes
Select one of the following that best describes your business operation:	Food concessionaire/vendor
Select one of the options that describe how customers interact with the insured:	Customers can walk up to your booth, exhibit, tent, trailer, etc.
What is the total number of units the insured operates?	3
Are any of the following operations or products sold, displayed, demonstrated or promoted by the concessionaire, exhibitor or vendor?	No

Alcoholic beverage sales; Animals; Auto parts (mechanical); Body piercing or permanent tattooing; Christmas tree retail lots; Contractors (lighting, stage, sound, etc.); E-commerce selling; Fire safety equipment; Fireworks sales & displays; Food Trucks; Haunted attractions; Hot wax impressions; Leasing/rental operations; Mazes (corn, hay, fence); Mechanical or inflatable amusement devices; Medical testing; Motorsports activities; Nutritional/health supplements (selling); On-site equipment sales/rental; On-site installation/service/ repair of products; Oxygen/aromatherapy bars; Paintball equipment and accessories; Photographers (unless for a single event home-based wedding photographer); Protective equipment/apparel; Storefront operations; Tobacco products; Toys (for ages 4 and under); Vehicles in motion; Watercraft exhibits on water; Weapon sales; Weight-loss plans or products (selling); Wholesale business operations.

Coverage & Limits

Each Occurrence:	\$ 3,000,000
General Aggregate (other than Products-completed Operations):	\$ 5,000,000
Products-completed Operations Aggregate:	\$ 3,000,000
Personal and Advertising Injury:	\$ 3,000,000
Damage to Premises Rented to You:	\$ 300,000
Medical Expense (other than participants):	\$ 5,000

Total Commercial General Liability Premium: \$3,205.00

Notable Exclusions:

The following exclusions are contained in the commercial general liability coverage provided by this program. Abuse, molestation, harassment or sexual conduct; Aircraft/hot air balloon; Airport (the ownership, operation, maintenance, or use of any airfield or airport facility or premises. This exclusion does not apply to concessionaires, exhibitors or vendors selling, displaying, demonstrating or promoting their products or services at any airfield or airport facility or premises); Amusement devices (the ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or

exclusions (CG0001 04/13 edition); Employment-related practices; Fireworks; Fungi or bacteria; Lead; Nuclear energy liability; Performers; Rodeos; Saddle animals; Snowmobile; Violation of statutes that govern emails, faxes, phone calls or other methods of operation; Those operations listed as ineligible: Alcoholic beverage sales; Animals, Auto parts (mechanical); Body piercing and permanent tattooing; Christmas tree retail lots; Contractors (lighting, stage, sound, etc); Cryogenic chambers/therapy; E-commerce selling; Fire safety equipment; Fireworks sales and displays; Haunted attractions; Hot wax impressions; Leasing/rental operations; Mazes (corn/hay/fences); Medical testing; Motor sports activities; Nutritional/health supplement products (selling); On-site installation/service/repair or products; On-site equipment sales and rental; Oxygen or aromatherapy bars; Paintball equipment/accessories; Photographers (unless for a single event home-based wedding photographer); Protective equipment/apparel; Storefront operations; Tobacco products (including e-cigarettes/vapor products); Toys (for ages 4 and under); Unmanned aircraft systems (e.g.: drones, RC aircraft); Vehicles in motion; Watercraft exhibits on water; Weapon Sales; Weight loss plans or products (selling); Wholesale business operations.

Terms & Conditions:

1. Premiums are 100% fully earned when coverage begins and non-refundable.
2. Any exposure changes that deviate from the original enrollment form must be reported in writing.
3. Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. K&K reserves the right to decline any request for coverage.
4. Coverage is contingent upon receipt of premium payment. No coverage will be deemed in effect until premium is received by the company or their representative.
5. Commercial General Liability Broadening Endorsement:
 - Expected or intended bodily injury or property damage resulting from the use of reasonable force to protect persons or property.
 - Non-owned Watercraft - extended to 58 feet.
 - Supplementary Payments - \$2,500 bail bonds, \$500 a day loss of earnings.
 - Waiver of Right of Recovery.
 - Bodily Injury definition expanded to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
 - Damage to Premises Rented to You - the term fire is replaced with fire, lightning, explosion, smoke and leaks from sprinklers.
 - Additional Coverage:
 - Emergency Real Estate Consultant Fee - \$25,000
 - Identity Theft Exposure - \$25,000
 - Key Individual Replacement Cost - \$50,000
 - Lease Cancellation Moving Expense - \$2,500
 - Temporary Meeting Space - \$25,000
 - Terrorism Travel Reimbursement - \$25,000
 - Workplace Violence Counseling - \$25,000

Equipment & Contents (Inland Marine) (This is a separate coverage document)

Eligibility

Does the insured have leased/owned equipment that they want to insure? No, Thank you

Premium Summary

Total Commercial General Liability:	\$ 3,205.00
Total Equipment & Contents (Inland Marine):	Not Covered
Total Premium:	\$ 3,205.00
RPG Membership Fee	\$15.00
Total Amount Due	\$3,220.00

* Premium subject to change if not completing purchase same day as quoting *

This summary is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions, as they may change from one coverage period to the next. Please remember that you will receive evidence of coverage immediately if purchased online.

You may request a copy of the full policy by submitting a written request.

Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group (where applicable). An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience.

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

2017-2019

Concession Equipment Purchase

Concession South Side

True TUC-67~SPEC1 67" Spec Series Undercounter Refrigerator \$3624.13

40 lb. Oil Capacity Value Electric Fryer \$1599.00

Full Size Insulated Heated Holding / Proofing Cabinet with Clear Door \$1299.00

Chest Freezer, 14 cu. ft. Capacity \$830.00

Concession South Side

Full Size Insulated Heated Holding / Proofing Cabinet with Clear Door \$1299.00

Chest Freezer, 14 cu. ft. Capacity \$830.00

Point of Sales System

Clover Point of Sale System \$1600.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 01/25/2017

Subject: Letter - regarding RFP for Multi-Function Copier, Scanner and Printer Lease Services.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: January 26, 2017

**Re: Multi-Function Copier, Scanner and Printer Lease Services
Bids Received 10-11-2016**

On December 20, 2016, the City Council granted permission to enter into negotiations with South Mississippi Business Machines as a result of their submission to the RFP for Multi-Function Copier, Scanner and Printer Lease Services. Attached for your review is a copy of the council memo which reflects the scoring.

On January 11, 2017; Linda Elias and I met with South Mississippi Business Machines for the purpose of negotiating on behalf of the City of Gulfport. Attached for your review is a tabulation sheet which reflects the results of the negotiation.

Request City Council consideration and action on this item. Thank you.

Memorandum – City of Gulfport

To: Honorable Mayor and City Council

From: Selection Committee

Date: January 31, 2017

Re: Multi-Function Copier, Scanner and Printer Lease Services

On November 4, 2016 Selection Committee members met to receive an overview of the RFP process. Each member was given the opportunity and time to review each proposal that was submitted. After thorough review, the Selection Committee requested a site visit with R.J. Young and South MS Business Machines as they were the highest ranking companies from the five (5) submitted proposals. After site visits with each company, the committee convened to collaborate on the results of the visits and submit their scoring sheets. The following is a synopsis of that collaboration:

South MS Business Machines (SMBM) – Total score: 691

Pros: **Met all specifications in the RFP;** local company in close proximity; tech support within 1-mile radius of majority of users; techs are all platinum certified and have parts on hand in their local warehouse; staff demonstrated thorough knowledge of machines; Additional features: ability to do annotation at the machines (helpful for sensitive documentation), front end stapler and embossing feature, ability to OCR and convert scanned documents to word format; submitted outstanding letters of recommendation from comparable entities.

R. J. Young – Total Score 672

Pros: **Met specifications with conditions;** large company in six states with a local office; currently use R. J. Young machines in many offices throughout the city and have established relationships; submitted creditable references.

Cons: RFP specification called for tech support between 7:00 a.m. – 5:00 p.m.; could provide tech support between 8:00 a.m. – 5:00 p.m., but there would be an additional pre-negotiated charge before 8:00 a.m.; could not specify what the additional rate may be; R. J. Young staff did not demonstrate their machines; a tech from RICOH company was called in which gave the appearance that they were not knowledgeable about their product.

Both companies are well respected and held in high regard. After much due diligence, it is the recommendation of the Selection Committee to select South Mississippi Business Machines for Multi-Function Copier, Scanner and Printer Lease Services.

Thank you for your consideration.

Memorandum - City of Gulfport

Purchasing

RJ2

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: December 12, 2016

**Re: Multi-Function Copier, Scanner and Printer Lease Services
Bids Received 10-11-2016**

COUNCIL
DEC 21 2016
APPROVED

On October 11, 2016 the City of Gulfport received five (5) submissions in response to the above mentioned RFP. On November 4, 2016, the submissions were opened and distributed to the seven (7) selection committee members for review and to receive instructions on the RFP process. Once the committee members read through the RFP submissions, it was determined that a site visit/interview was necessary to further evaluate the top ranking companies; this was accomplished on November 17, 2016, when the committee members visited R. J. Young and South MS Business Machines. On December 1, 2016, the committee reconvened to finalize grading. The results for which are shown below:

Grading Criteria	South MS Business Machines	R.J. Young
1. Degree of respondent's ability to fully comply with the requirements of the RFP (10 pts)	68	65
2. Useful life of product.(5 pts)	35	35
3. Residual value of product. (5 pts)	35	34
4. Advantages of a particular product relative to its weaknesses. (10 pts)	70	67
5. Frequency of upgrades to product.(5 pts)	33	33
6. Ability to provide the required equipment and services and fulfill the minimum specifications. (15 pts)	105	97
7. Implementation Plan. (10 pts)	68	68
8. Qualification and experience of the respondent. (15 pts)	104	104
9. Respondents technical support structure. (15 pts)	105	103
10. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements and other considerable. (10 pts)	68	66
TOTAL POINTS	691	672

December 12, 2016

Based on the grading criteria as presented, the selection committee is requesting your permission to enter into negotiations with South MS Business Machines for the purpose of presenting a contract for your review and approval.

I have attached a copy of the grading sheets and the proposals for your review. Thank you for your consideration

SOUTH MS BUSINESS MACHINES

[illegible]

RJ Young

Department	Model	Description	Monthly Cost	Average B&W Copy Count	Average Monthly Cost B&W (\$.007)	Average Color Copy Count	Average Monthly Cost Color (\$.04)	Department Total
City Hall - Mayors Office	Ricoh MPC3004	Color, 30 ppm, 2 paper drawers, stapler, finisher & Fax option	See below	1530	10.71	1726	69.04	See below
Planning & Zoning	Ricoh MPC3004	Color, 30 ppm, 4 paper drawers, stapler, finisher and fax option	See below	1994	13.96	895	35.80	See below
Human Resources	Ricoh MPC3504	Color, 35 ppm, 2 paper drawers, stapler, finisher & Fax option	See below	3934	27.54	5472	218.88	See below
Procurement Office	Ricoh MPC3504	Color, 35 ppm, 2 paper drawers, stapler, finisher & Fax option	See below	2552	17.86	740	29.60	See below
Bldg. Code Services	Ricoh MP6504	B/W, 60 ppm, 4 paper drawers, stapler finisher, large extra paper deck letter size & fax option	See below	7425	51.98	0	0.00	See below
Narcotics	Ricoh MPC3504	Color, 35 ppm, 2 paper drawers, stapler, finisher & Fax option	See below	1306	9.14	225	9.00	See below
Legal	Ricoh MPC6004	Color, 60 ppm, 4 paper drawers, stapler finisher, hole punch, xlarge paper deck (letter & fax option)	See below		0.00	1221	48.84	See below
Utility Billing	Ricoh MP 305spf	B/W, 30 ppm, desktop all in one with 1 paper drawer, sits on counter	See below	1878	13.15	0	0.00	See below
Central Fire	Ricoh MPC3504	Color, 35 ppm, 2 paper drawers, stapler, finisher & Fax option	See below	5621	39.35	2728	109.12	See below
Leisure Services	Ricoh MPC6004	Color, 60ppm, 4 paper drawers, booklet finisher, hole punch & fax option	See below	15541	108.79	3790	151.60	See below
			\$ 1,280.96	\$	292.47	\$	671.88	\$2,245.31
			Non-Negotiated Pricing					
			Year 2 Total = \$2,245.31 x 12 = \$26,943.72					
			Year 2 Total = \$2,245.31 x 12 = \$26,943.72					
			Total 2 year (24 month Lease) = \$53,887.44					

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist 

Date: January 11, 2017

Re: Envelopes
Water Department-Utility Billing
Bids Received in Purchasing 01/11/2017

I have reviewed the bids received on the above referenced item and find Clay's Print Shop to be the lowest and best bid as submitted by Clay's Print Shop for a total bid amount of \$10,683.00

I have issued Purchase Order #190877 accordingly and respectfully request you make this a part of the minutes. Please see attached tabulation sheet for your review

Thank you for your consideration.

Envelopes

Water Dept -Utility Billing

Bid Date: January 11, 2017

PO# 190877

Clay's Print Shop	
	Total Price
190,000 #p-24 Envelopes	\$10,683.00
190,000 #10-24 Window Envelopes	
Total Cost	\$10,683.00

Coast Printing Company	
	Total Price
109,000 #9-24 Envelopes	\$10,921.00
190,000 #10-24 Window Envelopes	
Total Cost	\$10,921.00

Competitive Printing	
	Total Price
109,000 #9-24 Envelopes	\$11,079.00
190,000 #10-24 Window Envelopes	
Total Cost	\$11,079.00

I certify that the above bid tabulation is a true
and correct representation of the bid opening
above time, date and place stated herein.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 01/13/2017

Subject: Letter - regarding bids received by Purchasing for Coated Chassis Kits - Police Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist 

Date: January 13, 2017

Re: Chassis Kits

I have reviewed the bids received on the above referenced item and find McRee's Multi Services LLC to be the lowest and best bid for a total amount of \$6,417.00.

I have issued Purchase Order # 190922 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Coated Chassis Kits**Police Dept****Bids Received 12-21-16****PO #190922**

DESCRIPTION	Qty	McRee's Multi Services LLC		Oakes Firearms		Arrow-Dynamics	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
G10-R7ST COATED CHASSIS KITS 2X5 RND MAG+1XRSP FREIGHT	9	\$ 713.00	\$ 6,417.00	\$ 810.00	\$ 7,290.00	\$ 944.90	\$ 8,504.10
			\$ 90.00		75.00		180.00
		\$ 6,507.00		\$ 7,365.00		\$ 8,684.10	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Henrietta Spaulding, Procurement Specialist
Purchasing

Date: 01/26/2017

Subject: Letter - regarding bids received by Purchasing for Uniform Shirts – Police Department – to be made a part of the minutes.

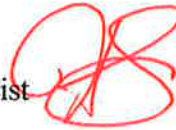
Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Henrietta Spaulding, Procurement Specialist



Date: January 19, 2017

Re: Police Department

Blauer Performance Polo – Style 8134

I have reviewed the quotes received on the above referenced item and find MidSouth Uniform Solutions to be the lowest and best bid for a total amount of \$5,260.50.

I have issued Purchase Order # 190999 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Police Department PO #190999 Blauer Performance Polo									
	QTY	MidSouth Uniforms		CMS Uniforms		The Southern Connection Police Supplies			
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Total Price	
Pro Polo Shirt - Style 8134 (Royal Blue)	167	\$ 31.50	\$ 5,260.50	\$ 29.50	\$ 4,926.50	\$ 43.95	\$ 7,339.65		
Police Patch Embroidered name				\$ 8.00	\$ 1,336.00				
TOTAL			\$ 5,260.50		\$ 6,262.50		\$ 7,339.65		



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Henrietta Spaulding, Procurement Specialist
Purchasing

Date: 01/26/2017

Subject: Letter - regarding bids received by Purchasing for Light Bar/Sirens - Police Department
- be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Henrietta Spaulding, Procurement Specialist

Date: January 26, 2017

Re: Police Department

**Federal Signal Smart Siren Platinum
Federal Signal Speaker**

I have reviewed the quotes received on the above referenced item and find **Federal Signal** to be the lowest and best bid for a total amount of \$7,160.00.

I have issued Purchase Order # 191109 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Police Department							
PO #191109							
Lightbar/Siren							
	QTY	Federal Signal		Roper Supply		MS Police Supply	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Federal Signal Smart Siren Platinum	8	\$ 795.00	\$ 6,360.00	\$ 820.80	\$ 6,566.40	\$ 850.00	\$ 6,800.00
Police Patch Embroidered name	8	\$ 100.00	\$ 800.00	\$ 117.70	\$ 941.60	\$ 150.00	\$ 1,200.00
TOTAL			\$ 7,160.00		\$ 7,508.00		\$ 8,000.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Henrietta Spaulding, Procurement Specialist
Purchasing

Date: 01/26/2017

Subject: Letter - regarding bids received by Purchasing for a Leveling Pipe Lifter - Public Works -
to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Henrietta Spaulding, Procurement Specialist

Date: January 20, 2017

Re: Department of Public Works

Leveling Pipe Lifter

I have reviewed the quotes received on the above referenced item and find Fastenal to be the lowest and best bid for a total amount of \$20,115.24.

I have issued Purchase Order # 191026 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Public Works Department

PO #191026

Leveling Pipe Lifter

	QTY	Fastenal		Marine Rigging, INC		Grainger	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Caldwell CPL-9 C Hook Pipe Lift	4	\$ 4,972.56	\$ 19,890.24	\$ 5,199.00	\$ 20,796.00	\$ 7,152.75	\$ 28,611.00
Shipping & Handling	1	\$ 225.00	\$ 225.00				
TOTAL			\$ 20,115.24		\$ 20,796.00		\$ 28,611.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Henrietta Spaulding, Procurement Specialist
Purchasing

Date: 01/26/2017

Subject: Letter - regarding bids received by Purchasing for a Pump-able Flow-able Fill - Public Works - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Henrietta Spaulding, Procurement Specialist



Date: January 18, 2017

Re: Department of Public Works

Pumpable Flowable Fill Concrete (Repair Cave-In on Hwy49)

I have reviewed the quotes received on the above referenced item and find Bayou Concrete, LLC to be the lowest and best bid for a total amount of \$9,546.50.

I have issued Purchase Order # 190945 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Public Works Department
PO #190945

MDOT Flowable Concrete

	QTY	Bayou Concrete		Coast Concrete		Knowles Const.	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Pumpable Flowable Fill (CY)	2.5	\$ 89.00	\$ 222.50	\$ 95.50	\$ 238.75	\$ 150.00	\$ 375.00
Excavatable Flowable Fill (CY)	111	\$ 84.00	\$ 9,324.00	\$ 94.00	\$ 10,434.00	\$ 150.00	\$ 16,650.00
TOTAL			\$ 9,546.50		\$ 10,672.75		\$ 17,025.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Leisure Services

Date: 01/30/2017

Subject: Letter - regarding the purchase of heavy equipment from NJPA Cooperative Contract - Leisure Services Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: January 30, 2017

Re: Genie Lift & Compact Loader
Department of Leisure Services - Beautification
NJPA Contract #042815-TER

The Department of Leisure Services is requesting your approval to purchase a Genie Lift and a Compact Track Loader from NJPA – National Joint Powers Alliance; a cooperative purchasing program. Equipment will be utilized in Jones Park as well as downtown tree trimming.

The Genie Lift is from Contract #042815-TERR in the amount of \$73,201.50 and the Compact Loader is from #042815-CEC in the amount of 65,467.43. Both pieces of equipment are being purchased through approved budgeted funds.

The Maintenance Manager at Public Works as well as the Landscape Manager have researched both pieces to ensure reasonable pricing.

Thank you for your consideration.



SALES QUOTE

Biloxi (228) 392-2211
Hattiesburg (601) 264-1111
Jackson (601) 939-5151
Meridian (601) 703-0116
Madison (601) 859-5131

WWW.PUCKETTRENTS.COM

Puckett Rents
Post Office Box 321033
Flowood, Mississippi 39232

CUSTOMER

CITY OF GULFPORT
DEPT OF PUBLIC WORKS
4050 HEWES AVE
GULFPORT, MS 39501

20

SHIP TO

Job Site:
ATTN: RICHARD THORSTON
MAINTENANCE DEPARTMENT
4050 HEWES AVE
GULFPORT, MS 39507
C#: 228-868-5740 J#: 228-518-0283

ORDERED BY	USER							
RICHARD THORSTON	XUPD44JAS							
INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER		STORE	DIV	SALESMAN	TERMS
582360-0000	1/27/17	8203800	QUOTE TO RICHARD THORSTON			R	28	
PSO/WO NO.	DOC. DATE	PC	LC	MC	JOB LOCATION			INVOICE SEQ. NO.
					NJPA AWARDED CONTRACT # 042815-TER			

Qty	Item number	Unit	Price	Amount
1.00	GENIE Z45/25J RT *GENIEZ45 ADDITIONAL OPTIONS ADDED TO MACHINE: 49HP PERKINS AB&T 404D-22 DIESEL ALARM PACKAGE: BEACON & TRAVEL ALARM LOCKABLE PLATFORM CONTROL BOX	EA	71478.000	71478.00
1.00	IN OR OUT FREIGHT FREIGHTRESALE	EA	1500.000	1500.00
1.00	PERKINS ENGINE AIR FILTER *PART1	EA	62.850	62.85
1.00	PERKINS ENGINE OIL FILTER *PART2	EA	35.690	35.69
1.00	PERKINS ENGINE FUEL FILTER *PART3	EA	9.340	9.34
1.00	PERKINS ENGINE WATER SEPERATOR E *PART4	EA	26.250	26.25
1.00	PERKINS ENGINE V-BELT (AIR PUMP) *PART5	EA	53.680	53.68
1.00	PERKINS ENGINE V-BELT (ALT & WAT *PART6	EA	35.690	35.69

Sub-total: 73201.50
Total: 73201.50

TERMS:

NET CASH ON RECEIPT OF INVOICE 1 1/2% PER MONTH SERVICE CHARGE ON BALANCE NOT PAID DURING THE MONTH FOLLOWING DATE OF INVOICE (ANNUAL PERCENTAGE RATE IS 18%).

Our responsibility ceases when shipment has been delivered in good order to transportation company. If shipment arrives in bad order, have receipt noted by carrier's agent. Claims for concealed shortages and/or damages will not be considered unless within 10 days after receipt of shipment.

MISSISSIPPI LICENSE NO. 1949 (SENATE BILL 2028, LAW OF 1962)

PMINV

See Terms and Conditions on Back



visit our website at
www.puckettmachinery.com



Bobcat

Product Quotation

Quotation Number: HMM-01972

Date: 2017-01-26 13:07:38

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF GULFPORT Attn: PUBLIC WORKS DEPT 4050 HEWES AVE GULFPORT, MS 39507	Buddy Bobcat of Gulfport, Saucier, MS 19450 HIGHWAY 49 NORTH SAUCIER MS 39574 Phone: 228-832-7575 Fax: 228-832-7595	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather.Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$55,009.38	\$55,009.38
92 HP Turbo Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater (Automatically Activated)	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	- Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt - Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 - Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)			
Bobcat Interlock Control System (BICS)	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Controls: Bobcat Standard	Tracks: Rubber, 17.7" wide			
Engine/Hydraulic Systems Shutdown	Warranty: 12 Months, Unlimited Hours			
Horn				
Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights				
Cab Accessory Package	M0000-R80-C02	1	\$307.10	\$307.10
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$1,306.10	\$1,306.10
High Flow Hydraulics	M0285-R03-C03	1	\$1,393.42	\$1,393.42
Two Speed	M0285-R04-C02	1	\$1,487.40	\$1,487.40
NAGS Beacon plus 4 way Flasher	M0285-R16-C04	1	\$220.00	\$220.00
Roller Suspension Carriage	M0285-R21-C13	1	\$1,212.12	\$1,212.12
Attachment Control Kit	M0285-R28-C02	1	\$151.70	\$151.70
74" C/I Heavy Duty Bucket	6732305	1	\$1,083.00	\$1,083.00
--- Bolt-On Side Cutting Edge Kit-C/I Heavy Duty	6732415	1	\$157.55	\$157.55
Description	Part No	Qty	Price Ea.	Total
Operator Manuals		1	\$125.00	\$125.00
Service Manuals		2	\$125.00	\$250.00
Parts Manual		1	\$125.00	\$125.00
Oil Filter	7012303	1	\$17.06	\$17.06
Training Kit	7249275	1	\$139.13	\$139.13
Training Kit	7249276	1	\$466.40	\$466.40
Parts from dealership		1	\$529.07	\$529.07
Transportation to and from dealer		1	\$500.00	\$500.00

Total of Items Quoted

\$64,479.43

Freight Charges

\$988.00

Dealer Assembly Charges
Quote Total - US dollars

\$0.00
\$65,467.43

Notes:

***Prices per the NJPA Contract #042815-CEC. Effective thru 05-19-2019**

***Customer must be a Coop Member to buy off contract – Log onto www.njpacoop.org if not a member to sign up.**

***Terms Net 30 Days. Credit cards accepted.**

***FOB Origin – Prepay and Add to Quote**

***Delivery: 60 to 90 days from ARO.**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

***TID# 38-0425350**

***Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Henrietta Spaulding, Procurement Specialist
Purchasing

Date: 01/27/2017

Subject:

Letter - regarding bids received by Purchasing for Flatbed Equipment Trailer – Leisure Services Department – to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Henrietta Spaulding, Procurement Specialist



Date: January 27, 2017

Re: Leisure Services Department

Flatbed Equipment Trailer

I have reviewed the quotes received on the above referenced item and find **Port City Trailer** to be the lowest and best bid for a total amount of \$5,171.00.

I have issued Purchase Order # 191179 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Leisure Services Department PO # 191179 Flatbed Equipment Trailer						
Description	Port City Trailer		Affordable Trailer Sales		Lewis Trailer Sales	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1 Flatbed Equipment Trailer						
GVWR- 15,900 lb minimum Coupler- 3” ID Pintle Jack- Single 12K Top Wind drop leg Axles- 2- 7,000 lb Brakes- Electric Tires- 235/80 R load range E Floor- 2” Pine Ramps- Mega Ramp Width- 102” Length- 20 + 5 ft Low profile bed, pierced frame Lights- LED, D.O.T Stop, Tail, Turn and Clearance						
TOTAL	\$ 5,171.00	\$ 5,171.00	\$ 6,380.00	\$ 6,830.00	\$ 8,835.00	\$ 8,835.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Leisure Services

Date: 01/12/2017

Subject: Legal Notice - advertisement for bids for Grounds Maintenance - Leisure Services.

Recommendation:

**Legal Advertisement
Grounds Maintenance for
City of Gulfport**

The City of Gulfport is requesting sealed bids from qualified individuals and/or firms to perform City Parks Grounds Maintenance.

All bids must be received in the Office of Procurement, 1410 24th Avenue, 2nd Floor Hardy Bldg., Gulfport, MS 39501, no later than 10:00 am, local time on March 15, 2017, after which time they will be opened and publicly ready aloud.

The bid package may be picked up at the Purchasing Office, located at 1410 24th Avenue, Gulfport, MS or can be faxed or emailed by calling 228-868-5705 X6550 and making the request.

Contract(s) will be awarded to the lowest and best bid received.

The City reserves the right to reject any and all proposals or to waive any informality. The City of Gulfport is an equal opportunity employer.

Although not mandatory, bidders are strongly encouraged to attend a pre-bid meeting for this project at 8:30am – 9:30 am local time on February 22, 2017 at City of Gulfport West Side Community Center, 4006 8th Street, Gulfport, MS.

The City of Gulfport, Mississippi hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The Owner reserves the right to waive any informalities or to reject any or all bids.

Publish in the Legal Section on: 02/10/2017 & 02/17/2017

**Send Invoice & Proof of Publication to: Connie Debenport, CPPB
Purchasing Manager
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780**



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Human Resources

Date: 01/23/2017

Subject: Legal Notice - advertisement for RFP for On-Line Benefits Provider.

Recommendation:

CITY OF GULFPORT
RFP FOR ON-LINE BENEFITS PROVIDER

The City of Gulfport, MS (“City”) invites proposals from qualified, competent, knowledgeable and experienced individuals and/or firms to provide “On-line Benefits”. Firms submitting proposals must be prepared to immediately enter into a lease agreement (“Agreement”) for the provision of equipment and services and duties as set forth in the Bid.

Sealed bids will be received in the Office of Procurement located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until 4:00 p.m., local time on March 14, 2017, either by mail or hand delivery. Any submittal received after the date and time stated will be returned unopened.

Specifications may be obtained from the Procurement Office, 1410 24th Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Delivery of Bids – One (1) original, and two (2) digitally converted file copies of the proposal shall be submitted in a sealed envelope, clearly identified as “Sealed bid for City of Gulfport On-Line Benefits Provider” and delivered to the address listed above.

Questions – All questions regarding this Request for Proposals should be directed to Connie Debenport by e-mail: cdebenport@gulfport-ms.gov or facsimile (228) 868-5704, *not less than seven (7) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

The governing authority will consider terms and conditions and factors relating to price, financial responsibility, technology, legal responsibilities as well as a bidder's or proposer's “responsibility” concerning matters that relate to the prompt and efficient performance of the contract, including the bidder's or proposer's honesty and integrity, skill and business judgment, experience and capability of performing the contract, conduct under previous contracts, and the quality of previous work, and a bidder's or proposer's customer satisfaction in prior or other contracts or projects, stability and solvency, and management experience in similar contracts, and any oral interviews with the review committee. The governing authority may consider any of the factors referenced herein in awarding the contract.

Bids may be held by the City of Gulfport, Mississippi, for a period not to exceed sixty (60) days from the date of receipt of proposal.

The City of Gulfport reserves the right to reject any and all proposals, in whole or in part, and to discontinue contract execution with any party at any time prior to final contract execution.

The City of Gulfport is an equal opportunity employer. The successful firm shall adhere to the City of Gulfport's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

Direct contact with any City employee, GRC Commissioners, including the 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: 02-10-2017 & 02-07-2017

Send Invoice & Proof of Publication to: Connie Debenport, CPPB, P. O. Box 1780, Gulfport, MS 39502-1780



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Leisure Services

Date: 01/27/2017

Subject: Request For Proposals - advertising for Repairs and/or Upgrades to the Sportsplex Marquee Sign.

Recommendation:

CITY OF GULFPORT RFP FOR

The City of Gulfport, MS (“City”) invites proposals from qualified, competent, knowledgeable and experienced individuals and/or firms to provide repairs and/or upgrades to the Marquee Sign – Gulfport Sportsplex.

Sealed bids for will be received in the Office of Procurement located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until 4:00 p.m., local time on March 31, 2017, either by mail or hand delivery, after which time they will be referred to an Evaluation Committee. Any submittal received after the date and time stated will be returned unopened.

Specifications may be obtained from the Procurement Office, 1410 24th Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Delivery of Proposals – One (1) original, two (2) digitally converted file copies of the proposal shall be submitted in a sealed envelope, clearly identified as “RFP for Repairs and/or Upgrades to the Marquee Sign – Gulfport Sportsplex and delivered to the address listed below.

Questions – All questions regarding this Request for Proposals should be directed to Connie Debenport by e-mail: cdebenport@gulfport-ms.gov or facsimile (228) 868-5704, *not less than five (5) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

The Evaluation Committee will review each proposal and will assist the City’s governing authority in evaluating the proposals and assessing the most qualified proposal. The governing authority retains the ultimate authority in making these determinations. The committee may develop a short list from which interviews will be scheduled and evaluations will be based in part on review of ONLY the data submitted in response to this request for proposal. Upon final selection and determination made by the City’s governing authority, a written contract may be awarded to the individual/firm whose bid/proposal is determined by the governing authority to be the most qualified and/or the lowest and best.

The governing authority will consider terms and conditions and factors relating to price, financial responsibility, technology, legal responsibilities as well as a bidder's or proposer’s “responsibility” concerning matters that relate to the prompt and efficient performance of the contract, including the bidder's or proposer’s honesty and integrity, skill and business judgment, experience and capability of performing the contract, conduct under previous contracts, and the quality of previous work, and a bidder’s or proposer’s customer satisfaction in prior or other contracts or projects, stability and solvency, and management experience in similar contracts, and any oral interviews with the review committee. The governing authority may consider any of the factors referenced herein in awarding the contract.

Proposals may be held by the City of Gulfport, Mississippi, for a period not to exceed sixty (60) days from the date of receipt of proposal.

The City of Gulfport reserves the right to reject any and all proposals, in whole or in part, and to discontinue contract execution with any party at any time prior to final contract execution. The City of Gulfport is an equal opportunity employer.

The successful firm shall adhere to the City of Gulfport’s policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

Publication Dates: 02/24/17 and 03/03/17

Send Invoice & Proof of Publication to: **Connie Debenport, CPPB**
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