



# City of Gulfport, Mississippi

## Agenda City Council

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

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Tuesday, May 18, 2021

1:30 PM

*Gulfport City Hall  
Council Chambers*

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

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

### **Presentation Agenda**

- Mayor's Report

### **Policy Issues**

### **Minutes**

- 1 Approval of Minutes - for March 16, 2021.
- 2 Approval of Minutes - for April 8, 2021.

### **Code Enforcement / Planning**

- 3 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 4 Certificate of Resubdivision - divide into two parcels Zoned I-1 (Light industry) - located at 3330 25th Avenue and 2400 34th Street - Case # 2104PC072 - Ward 3.
- 5 Final Plat - approval of 103-lot subdivision (Brookestone) with 2 outparcels zoned R-2 (Single-family) - located at East Taylor Road - Case # 2103PC050 - Ward 5.

**Ordinances**

- 6 Ordinance - amending Section 6-377 in the Code of Ordinances, and for related purposes.
- 7 Ordinance - to rezone a tax parcel from R-2 (Single-family), B-1 (Neighborhood business), and B-2 (General business) to entirely B-2 - located at 435 East Pass Road - Case # 2103PC038 - Ward 2.
- 8 Ordinance - to rezone a tax parcel from T3 (Sub-Urban zone) and T4+ (General Urban Zone "Plus") to completely T4+ - located at Magnolia Street - Case # 2103PC046 - Ward 4 - with Objection.
- 9 Ordinance - replacing Exhibit "C" attached to Ordinance No. 3047 previously adopted on October 6, 2020, and establishing salaries of compensation for various employees of the City of Gulfport, Mississippi, and for related purposes.

**Resolutions**

- 10 Resolution - requesting the Gulfport School Board of Trustees and Gulfport School District Superintendent's Advisory Team to convey the Willie Locke Community Center to the City of Gulfport, and for related purposes.
- 11 Resolution - approving On-Site Support Services Agreement with BIS Digital, Inc., and for related purposes.
- 12 Resolution - approving Credit Application with Direct Metals, and for related purposes.
- 13 Resolution - approving Letter of Agreement for Planning and Consulting Services with Bridge and Watson, Inc. associated with Redistricting, and for related purposes.
- 14 Resolution - approving Service Agreement with Simplex Grinnell, and for related purposes.
- 15 Resolution - approving Software Services Agreement with Illuminating Concepts for Intellistreets Multimedia Lighting and Audio, and for related purposes.



- 16** Resolution - approving Proposal Agreement with Siemens Industry, Inc., and for related purposes.
- 17** Resolution - approving Addendum No. 3 to Agreement between the City of Gulfport and Neel-Schaffer, Inc. for Planning and Environmental Services in connection with the BUILD - Interconnecting Gulfport Project, and for related purposes.
- 18** Resolution - approving Amendments to Lease Agreement with Pan Isles, Inc., and for related purposes.
- 19** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2021 Port City Bowl, and for related purposes.
- 20** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport (Police Department), and for related purposes.
- 21** Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Shuck Cancer Event to be held at the Barksdale Pavilion, and for related purposes.
- 22** Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with a Summer Youth Enrichment Program at Gaston Point Community Center, and for related purposes.
- 23** Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City, and for related purposes.
- 24** Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.
- 25** Resolution - approving the temporary closure of municipal right of way for the Annual Bed Race at Chandeleur Brewing scheduled for Saturday, May 22, 2021, citing Ordinance #2988, and for related purposes.

**Budget Amendments / Docket of Claims**

- 26 Budget Amendment #64 - reimbursing Leisure Services and Marina Accounts for Hurricane Zeta Repairs.
- 27 Budget Amendment #65 - placing funds from Sale of Scrap Metal into Maintenance Garage Account.
- 28 Docket of Claims - to be approved through May 19, 2021.

**Routine Agenda**

- 29 Resolution - awarding bids for lot cleanups and/or demolitions.
- 30 Privilege License Report - for the month of April, 2021 - to be made a part of the minutes.
- 31 Legal Notice - advertisement for bids for Lyman Community Center Repair Project.
- 32 Legal Notice - advertisement for bids for Repairs and Maintenance Unit Price Project.
- 33 Letter - regarding bid awarded by Purchasing to Direct Metals for Mesh Wire Stainless Steel - Leisure Services (Harbor) - to be made a part of the minutes.
- 34 Letter - regarding bid awarded by Purchasing to Lyman Well Company LLC for 100 HP Premium Efficiency Vertical Turbine Hollow Shaft Motor - Public Works - to be made a part of the minutes.
- 35 Letter - regarding bid awarded by Purchasing to Mosca Design for Tiklet RGB Plus Line LED String Lights - Gulfport Harbor Lights Winter Festival - to be made a part of the minutes.
- 36 Letter - regarding bid awarded by Purchasing to Stuart Irby for Holophone Light Fixtures - Public Works - to be made a part of the minutes.
- 37 Ratification - of Mayor's Executive Order No. 12 (May 3, 2021) - to be made a part of the minutes.

- 38** Ratification - of Oath of Office - to be made a part of the minutes.
- 39** Ratification - of previously approved and executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

### **Public Agenda**

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

### **Council Comments**

### **Memorial Adjournment**

### **Executive Session**

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



# City of Gulfport, Mississippi

## Minutes City Council

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

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Tuesday, March 16, 2021

1:30 PM

*Gulfport City Hall  
Council Chambers*

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

The Mayor and Members of Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Meeting on March 2, 2021 at 1:30 P.M.

**Present:** Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, and Cara Pucheu. **Absent:** Councilmember Myles Sharp

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

### **Agenda Order**

**Motion to Accept the Agenda, as presented, Moved By** R.Lee Flowers, **Seconded by** Cara Pucheu

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

### **Presentation Agenda**

- Mayor's Report

## Policy Issues

### Code Enforcement / Planning

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

**Motion to Open the Code Enforcement Hearing, Moved By** Cara Pucheu, **Seconded by** Kenneth Casey

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

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

- Paulette, Manager - Parcel 6

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

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[Notification Letters - Code Enforcement Hearing](#)  
[Resolution - Authorizing Advertisement for Bids - Signed](#)

- 2 Certificate of Resubdivision (Short Form) - divide into two new parcels zoned I-3 (Planned industrial park) - located at Corporate Drive - Case # 2103PC037 - Ward 5.

**Motion to Approve Certificate of Resubdivision, Moved By** Cara Pucheu, **Seconded by** Kenneth Casey

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[Certificate of Resubdivision - Case 2103PC037 - Signed](#)

- 3** Acceptance of Perpetual Maintenance - Oak Shadows Subdivision public improvements, release of Surety Bond, and transfer of streetlight account to the City of Gulfport, and authorizing the release of the Bonds - Case # 1512PC098 - Ward 2.

**Motion to Accept Perpetual Maintenance, Moved By Ron Roland, Seconded by Kenneth Casey**

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[Recorded Easements](#)

[Oak Shadow Warranty Re-Inspection 02MAY2017](#)

[098 Engineering Letter](#)

[098 Engineering Acceptance Letter](#)

**Ordinances**

- 4** Ordinance - establishing Resolution Board pay and training pay in connection with the 2021 Elections, and for related purposes.

**Motion to Adopt Ordinance, Moved By Cara Pucheu, Seconded by Ron Roland**

**Motion to Table, Moved By R.Lee Flowers, Seconded by Cara Pucheu**

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**The following action(s) occurred following the Public Agenda.**

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

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**The President called the question.**

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

**Aye:** Kenneth Casey, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Ron Roland (out of room), Myles Sharp

**Attachment(s):**

[Ordinance 3068 - Signed](#)

**Resolutions**

- 5 Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structures in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure owned by Carey W. Brannan located at 208 Murphy Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911B-02-032.000.

**Motion to Approve Order, Moved By** Ron Roland, **Seconded by** Cara Pucheu

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

- 6 Resolution - to approve a petition by Soprema, Inc., located at 12251 Seaway Road, Gulfport, for a Free Port Warehouse License for a period of five (5) years pursuant to Miss Code (1972) Ann., as amended, Sec. 27-31-51, Et Seq., and for related purposes.

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

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[Resolution - Soprema Inc Free Port Warehouse - Signed](#)

- 7 Resolution - approving Lighting Lease Agreement with Mississippi Power for Jones Park, authorizing the Mayor to execute the same, and for related purposes.

**Motion to Approve, Moved By** Ron Roland, **Seconded by** Cara Pucheu

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[Jones Park Service Agreement](#)

- 8 Resolution - approving Memorandum of Understanding between Harrison County School District and the City of Gulfport, Mississippi, concerning reimbursement for Law Enforcement Services (School Resource Officers), authorizing the Mayor and Police Chief to execute the same, and for related purposes.

**Motion to Approve, Moved By** Ella Holmes-Hines, **Seconded by** Cara Pucheu

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[Resolution - MOU HCSD SRO - Signed](#)

- 9 Resolution - approving Services Agreement with Engineered Cooling Services, and for related purposes.

**Motion to Approve, Moved By** Kenneth Casey, **Seconded by** Rusty Walker

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[GPD Service Agreement - Engineered Cooling Services](#)

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

**Motion to Approve, Moved By** R.Lee Flowers, **Seconded by** Cara Pucheu

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[3-16-21 Agenda RMS PP](#)

[GFD Tyler New World Annual Cost](#)

[Gulfport MS Fire RMS MobileEyes Amendment 022221](#)



- 11** Resolution - approving Addendum No. 2 to Agreement between the City of Gulfport and Neel-Schaffer, Inc. for Planning and Environmental Services in connection with the BUILD – Interconnecting Gulfport Project, authorizing the Mayor (or designee) to execute the same, and for related purposes.

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

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

**Aye:** Kenneth Casey, Ron Roland, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Nay:** Ella Holmes-Hines

**Absent:** Myles Sharp

**Attachment(s):**

[Resolution - Addendum No. 2 Neel-Schaffer BUILD Grant - Signed](#)

- 12** Resolution - authorizing the City of Gulfport to apply for FY 2021-2022 Alcohol Countermeasures Grant, and for related purposes.

**Motion to Approve, Moved By** R.Lee Flowers, **Seconded by** Cara Pucheu

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[Resolution - Alcohol Countermeasures Grant - Signed](#)

- 13** Resolution - authorizing the City of Gulfport to apply for FY 2021-2022 Police Traffic Services Grant, and for related purposes.

**Motion to Approve, Moved By** R.Lee Flowers, **Seconded by** Cara Pucheu

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[Resolution - Traffic Services Grant - Signed](#)

- 14** Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City, and for related purposes.

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

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[Resolution - COVID19 SOE Extension 17 - Signed](#)

- 15** Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

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

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[Resolution - Hurricane Zeta SOE Extension 7 - Signed](#)

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

- 16** Budget Amendment #40 - allocating funds from MGCCC Workforce Development Training - Fire Department.

**\* Councilmember R.Lee Flowers recused and removed himself from the Chambers during the discussion and vote on this item.**

**Motion to Approve Budget Amendment #40, Moved By** Ella Holmes-Hines, **Seconded by** Rusty Walker

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

**Absent:** Myles Sharp, R.Lee Flowers (recused)

**Attachment(s):**

[3-16-21 Agenda - MGCCC](#)

[Budget Amendments - FYE 2021-40](#)

- 17** Budget Amendment #41 - establishing account for the Brickyard Bayou Educational Trail/Outdoor Classroom Tidelands Project.

**\* Councilmember R.Lee Flowers recused and removed himself from the Chambers during the discussion and vote on this item.**

**Motion to Approve Budget Amendment #41, Moved By** Ella Holmes-Hines, **Seconded by** Rusty Walker

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

**Absent:** Myles Sharp, R.Lee Flowers (recused)

**Attachment(s):**

[Budget Amendment Brickyard Bayou Outdoor Classroom Tidelands Budget Amendments - FYE 2021-41](#)

- 18** Budget Amendment #42 - increasing line item 213 Photography and Fingerprint from PropertyRoom.com funds.

**\* Councilmember R.Lee Flowers recused and removed himself from the Chambers during the discussion and vote on this item.**

**Motion to Approve Budget Amendment #42, Moved By** Ella Holmes-Hines, **Seconded by** Rusty Walker

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

**Absent:** Myles Sharp, R.Lee Flowers (recused)

**Attachment(s):**

[Property Room 03052021 Budget Amendments - FYE 2021-42](#)

- 19** Budget Amendment #43 - increasing line item 286 Capital (CNET) from restitution.

**\* Councilmember R.Lee Flowers recused and removed himself from the Chambers during the discussion and vote on this item.**

**Motion to Approve Budget Amendment #43, Moved By** Ella Holmes-Hines, **Seconded by** Rusty Walker

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

**Absent:** Myles Sharp, R.Lee Flowers (recused)

**Attachment(s):**

[CNET 03052021 Budget Amendments - FYE 2021-43](#)

- 20** Budget Amendment #44 - increasing line item 277 Operating Supplies from PropertyRoom.com funds.

**\* Councilmember R.Lee Flowers recused and removed himself from the Chambers during the discussion and vote on this item.**

**Motion to Approve Budget Amendment #44, Moved By** Ella Holmes-Hines, **Seconded by** Rusty Walker

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

**Absent:** Myles Sharp, R.Lee Flowers (recused)

**Attachment(s):**

[PropertyRoom 03052021](#)

[Budget Amendments - FYE 2021-44](#)

- 21** Budget Amendment #45 - transferring New Station 9 Escrow Account Funds within the Fire Department budget.

**\* Councilmember R.Lee Flowers recused and removed himself from the Chambers during the discussion and vote on this item.**

**Motion to Approve Budget Amendment #45, Moved By** Ella Holmes-Hines, **Seconded by** Rusty Walker

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

**Absent:** Myles Sharp, R.Lee Flowers (recused)

**Attachment(s):**

[3-16-21 Agenda - Sta. 9](#)

[Budget Amendments - FYE 2021-45](#)

- 22** Docket of Claims - to be approved through March 17, 2021.

**Motion to Approve Docket of Claims, in the amount of \$2,416,427.82, Moved By** Cara Pucheu, **Seconded by** Kenneth Casey

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

**Attachment(s):**

[Resolution - Docket of Claims -Signed](#)

[Docket](#)

[Docket by Vendor](#)

[Docket by Org-Obj-Proj](#)

## Routine Agenda

**Motion to Approve Routine Agenda, Moved By** R.Lee Flowers, **Seconded by** Rusty Walker

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

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Myles Sharp

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

**Attachment(s):**

[Resolution - awarding-rejecting bids - Signed](#)

- 24 Privilege License Report – for the month of February, 2021 – to be made a part of the minutes.

**Attachment(s):**

[Privilege License Report - February 2021](#)

- 25 Letter - regarding bid awarded by Purchasing to Stuart Irby for Valmont Poles - Public Works Department - to be made a part of the minutes.

**Attachment(s):**

[Valmont Poles.PW](#)

[Valmont Poles. PW](#)

- 26 Letter - regarding Keep Gulfport Clean and Green Event 2021 - to be made a part of the minutes.

**Attachment(s):**

[Keep Gulfport Clean and Green Event 2021](#)

- 27 Letter - regarding renewal of Multi-Function Copiers by Purchasing to South Mississippi Business Machines - to be made a part of the minutes.

**Attachment(s):**

[CopierRenewal.2021](#)

[SMBM Pricing](#)

- 28 Ratification - of North Park Estates 2 Local Government Notification Form - to be made a part of the minutes.

**Attachment(s):**

[Local Government Notification Form - Executed](#)

- 29 Ratification - of previously approved and executed Agreements, Contracts, and Documents - to be made a part of the minutes.

**Attachment(s):**

[2nd Amendment to License Agreement - Cellular South Real Estate Jackson Street - Executed](#)

[ES&S Election - Executed](#)

[Mauldin & Jenkins Engagement Letters - H20 - Executed](#)

- 30 Ratification - of Sportsplex Facility Use Agreements - to be made a part of the minutes.

**Attachment(s):**

[Great Southern Sports Facility Agmt - 3.20-21.2021 tournament](#)

[Great Southern Sports Facility Agmt - 5.29-30.2021 tournament](#)

[Great Southern Sports Facility Agmt - 8.28-29.2021 tournament](#)

[Great Southern Sports Facility Agmt - 10.30-31.2021 tournament](#)

[Great Southern Sports Facility Agmt - 11.20-21.2021 tournament](#)

[Great Southern Sports Facility Use Agmt - 2.27-28.2021 tournament](#)

[Great Southern Sports Facility Use Agmt - 3.13-14.2021 tournament](#)

[Great Southern Sports Facility Use Agmt - 4.17-18.2021 tournament](#)

[Great Southern Sports Facility Use Agmt - 6.26-27.2021 tournament](#)

[Great Southern Sports Facility Use Agmt - 11.27-28.2021 tournament](#)

[Great Southern Sports Facility Use Agmt - 12.11-12.2021 tournament](#)

[Great Southern Sports Facility Use Agmt - 12.18-19.2021 tournament](#)

[Gulf Coast United Futbol Sports Facility Use Agmt - 3.20-21.2021 tournament](#)

[Off the Chain Sports Facility Use Agmt - 2.20-21-2021 tournament](#)

[Off the Chain Sports Facility Use Agmt - 3.6-7.2021 tournament](#)

[Slidell Hurricanes Facility Use Agmt - 1.30-31.2021 tournament](#)

[South Mississippi Soccer Sports Facility Use Agmt - 4.24-25.2021 tournament](#)

[United States Specialty Sports Facility Use Agmt - 3.6.2021 tournament](#)

[United States Specialty Sports Facility Use Agmt - 3.26-28.2021 tournament](#)

[United States Specialty Sports Facility Use Agmt - 5.8.2021 tournament](#)

[United States Specialty Sports Facility Use Agmt - 6.12.2021 tournament](#)

[United States Specialty Sports Facility Use Agmt - 9.11.2021 tournament](#)

[United States Specialty Sports Facility Use Agmt - 10.2.2021 tournament](#)

[United States Specialty Sports Facility Use Agmt - 10.23.2021 tournament](#)

## Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- William Thompson - 2208 14th Avenue
- Jack Healy - 902 38th Avenue
- Stanley Hastings - 903 38th Avenue
- Robert Anderson - 909 38th Avenue

This Concluded the Public Agenda.

## Council Comments

## Memorial Adjournment

[Ms. Emily Michelle Webber](#)

[Mrs. Christine Louise Dedeaux](#)

[Ms. Clarine Falconer](#)

## Executive Session

## 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 Ms. Emily Michelle Webber and Mrs. Christine Louise Dedeaux, until April 8, 2021 at 1:30 P.M. for a Regular Council Meeting, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

**Aye:** Kenneth Casey, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Cara Pucheu

**Absent:** Ron Roland, Myles Sharp

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City Clerk

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Mayor

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### WARD 2

| PARCEL           | LOCATION          | OWNER                      |
|------------------|-------------------|----------------------------|
| 1010P-01-010.000 | 126 VENETIAN GDN  | BRIGGS GARY                |
| 1010N-04-007.003 | 492 NORTHEAST AVE | POE EDNA & TALBERT MYRIAM  |
| 0910I-02-017.000 | LOPOSSER AVE      | COPPEDGE JOSEPH T & LISA F |
| 0811A-06-048.000 | 1233 23RD ST      | STATE OF MISS              |

### WARD 3

| PARCEL           | LOCATION     | OWNER                            |
|------------------|--------------|----------------------------------|
| 0810N-03-049.000 | 2210 28TH ST | PATTERSONS' RENTAL COMPLEX I LLC |

### WARD 4

| PARCEL           | LOCATION   | OWNER             |
|------------------|------------|-------------------|
| 0910J-03-026.000 | 44 PASS RD | DEANGELO MICHAEL  |
| 1010E-03-008.029 | NANCY PL   | CAPLE EVETTE ETAL |





CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502  
Phone: (228) 868-5718  
Fax: (228) 214-4487  
Wm. H. Hardy Building  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

May 3, 2021

BRIGGS GARY  
P O BOX 1538  
CORINTH, MS 38834

Reference: Tax Parcel Number: 1010P-01-010.000  
126 VENETIAN GDN

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS,VINES, TREE OR LIMBS     | REMOVE WEEDS, VINES, LIMBS, TR |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
| BROKEN WINDOWS IPMC 301.13     | REPAIR/REPLACE BROKEN WINDOW   |
|                                |                                |
|                                |                                |

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

#### **NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/18/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

*Linda Allen*

Linda Allen - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: RON ROLAND

Case Number: 7412



CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502  
Phone: (228) 868-5718  
Fax: (228) 214-4487  
Wm. H. Hardy Building  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

May 3, 2021

BRIGGS GARY  
126 VENETIAN GDN  
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010P-01-010.000  
126 VENETIAN GDN

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS, VINES, TREE OR LIMBS    | REMOVE WEEDS, VINES, LIMBS, TR |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
| BROKEN WINDOWS IPMC 301.13     | REPAIR/REPLACE BROKEN WINDOW   |
|                                |                                |
|                                |                                |

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

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Respectfully yours,

*Linda Allen*

Linda Allen - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: RON ROLAND

Case Number: 7412





May 3, 2021 at 2:30 PM





CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502  
Phone: (228) 868-5718  
Fax: (228) 214-4487  
Wm. H. Hardy Building  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

May 3, 2021

POE EDNA & TALBERT MYRIAM  
119 SOMERSET DR  
JACKSON, MS 39206

Reference: Tax Parcel Number: 1010N-04-007.003  
492 NORTHEAST AVE

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS, VINES, TREE OR LIMBS    | REMOVE WEEDS, VINES, LIMBS, TR |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
| EXT MAINTENANCE, IPMC 304.1    | MAKE NECESSARY REPAIRS         |
|                                |                                |
|                                |                                |

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

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Respectfully yours,

*Linda Allen*

Linda Allen - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: RON ROLAND

Case Number: 7422



CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502  
Phone: (228) 868-5718  
Fax: (228) 214-4487  
Wm. H. Hardy Building  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

May 3, 2021

POE EDNA & TALBERT MYRIAM  
492 NORTHEAST AVE  
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010N-04-007.003  
492 NORTHEAST AVE

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

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|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS, VINES, TREE OR LIMBS    | REMOVE WEEDS, VINES, LIMBS, TR |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
| EXT MAINTENANCE, IPMC 304.1    | MAKE NECESSARY REPAIRS         |
|                                |                                |
|                                |                                |

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

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Respectfully yours,

*Linda Allen*

Linda Allen - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: RON ROLAND

Case Number: 7422





Midwest Real Estate





CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502  
Phone: (228) 868-5718  
Fax: (228) 214-4487  
Wm. H. Hardy Building  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

May 3, 2021

COPPEDGE JOSEPH T & LISA F  
11810 GRAN CRIQUE CTS  
JACKSONVILLE, FL 32223

Reference: Tax Parcel Number: 0910I-02-017.000  
LOPOSSER AVE

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

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|--------------------------------|--------------------------------|
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| WEEDS, VINES, TREE OR LIMBS    | REMOVE WEEDS, VINES, LIMBS, TR |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
|                                |                                |
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Respectfully yours,

*Linda Allen*

Linda Allen - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: RON ROLAND

Case Number: 7536



CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502  
Phone: (228) 868-5718  
Fax: (228) 214-4487  
Wm. H. Hardy Building  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

May 3, 2021

COPPEDGE JOSEPH T & LISA F  
LOPOSSER AVE  
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910I-02-017.000  
LOPOSSER AVE

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

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| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
|                                |                                |
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Respectfully yours,

*Linda Allen*

Linda Allen - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: RON ROLAND

Case Number: 7536





May 3, 2021 at 2:23 PM





CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502  
Phone: (228) 868-5718  
Fax: (228) 214-4487  
Wm. H. Hardy Building  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

April 27, 2021

STATE OF MISSISSIPPI - SECRETARY OF STAT  
PUBLIC LANDS DIVISION  
P.O. BOX 136  
JACKSON, MS 39205

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

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
|                                |                                |
|                                |                                |
|                                |                                |
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Respectfully yours,

*Kevin Flynn*

Kevin Flynn - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: RON ROLAND

Case Number: 7562





Apr 27, 2021





CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502  
Phone: (228) 868-5718  
Fax: (228) 214-4487  
Wm. H. Hardy Building  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

April 27, 2021

PATTERSONS' RENTAL COMPLEX I LLC  
413 KAHLER ST #31  
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0810N-03-049.000  
2210 28TH ST

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS, VINES, TREE OR LIMBS    | REMOVE WEEDS, VINES, LIMBS, TR |
| EXT MAINTENANCE, IPMC 304.1    | MAKE NECESSARY REPAIRS         |
| VACANT STRUCTURE, IPMC 301.3   | BOARD UP AND SECURE OPENINGS   |
| BROKEN WINDOWS IPMC 301.13     | REPAIR/REPLACE BROKEN WINDOW   |
|                                |                                |

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

#### **NOTICE OF HEARING**

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Respectfully yours,

*Kevin Flynn*

Kevin Flynn - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: ELLA HOLMES-HINES

Case Number: 7451



April 27, 2021

PATTERSONS' RENTAL COMPLEX I LLC  
413 KAHLER ST #31  
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0810N-03-049.000  
2210 28TH ST

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS, VINES, TREE OR LIMBS    | REMOVE WEEDS, VINES, LIMBS, TR |
| EXT MAINTENANCE, IPMC 304.1    | MAKE NECESSARY REPAIRS         |
| VACANT STRUCTURE, IPMC 301.3   | BOARD UP AND SECURE OPENINGS   |
| BROKEN WINDOWS IPMC 301.13     | REPAIR/REPLACE BROKEN WINDOW   |

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

### NOTICE OF HEARING

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Respectfully yours,

*Kevin Flynn*

Kevin Flynn - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: ELLA HOLMES-HINES

Case Number: 7451

Apr 27, 2021





CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502  
Phone: (228) 868-5718  
Fax: (228) 214-4487  
Wm. H. Hardy Building  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

May 3, 2021

DEANGELO MICHAEL  
44 PASS RD  
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910J-03-026.000  
44 PASS RD

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS, VINES, TREE OR LIMBS    | REMOVE WEEDS, VINES, LIMBS, TR |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
| UNSAFE STRUCTURE, IPMC 108.1.1 | BRING BLDG UP TO CODE OR DEMO  |
| VACANT STRUCTURE, IPMC 301.3   | BOARD UP AND SECURE OPENINGS   |
|                                |                                |

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

#### **NOTICE OF HEARING**

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Respectfully yours,

*Linda Allen*

Linda Allen - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: RUSTY WALKER

Case Number: 7519





May 3, 2021

DEANGELO MICHAEL  
44 PASS RD  
GULFPORT, MS 39507

Reference: Tax Parcel Number:

0910J-03-026.000  
44 PASS RD

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS, VINES, TREE OR LIMBS    | REMOVE WEEDS, VINES, LIMBS, TR |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
| UNSAFE STRUCTURE, IPMC 301.1   | BRING BLDG UP TO CODE OR DEMO  |
| VACANT STRUCTURE, IPMC 301.3   | BOARD UP AND SECURE OPENINGS   |

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

#### NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 05/18/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Linda Allen  
Linda Allen CODE ENFORCEMENT  
cc: Mayor Billy Haws  
Council Member: RUSTY WALKER

Case Number: 7519

May 3, 2021 at 3:10 PM





CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502  
Phone: (228) 868-5718  
Fax: (228) 214-4487  
Wm. H. Hardy Building  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

May 3, 2021

CAPLE EVETTE ETAL  
1846 W ALAMO DR  
CHANDLER, AZ 85224

Reference: Tax Parcel Number: 1010E-03-008.029  
NANCY PL

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

| Violation(s):                  | Corrective Actions Required: |
|--------------------------------|------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY     |
|                                |                              |
|                                |                              |
|                                |                              |
|                                |                              |
|                                |                              |

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Respectfully yours,

*Linda Allen*

Linda Allen - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: RUSTY WALKER

Case Number: 7522





CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502  
Phone: (228) 868-5718  
Fax: (228) 214-4487  
Wm. H. Hardy Building  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

May 3, 2021

CAPLE EVETTE ETAL  
0 - NANCY PL  
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010E-03-008.029  
NANCY PL

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

| Violation(s):                  | Corrective Actions Required: |
|--------------------------------|------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY     |
|                                |                              |
|                                |                              |
|                                |                              |
|                                |                              |
|                                |                              |

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

#### **NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/18/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

*Linda Allen*

Linda Allen - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: RUSTY WALKER

Case Number: 7522





MAY 3, 2021 at 3:00 PM



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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** MAY 10, 2021

**To:** Mayor Billy Hewes  
City Council Members

**From:** Greg Pietrangelo, Director  
Department of Urban Development

**Re:** Code Enforcement 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 18<sup>th</sup> Day Of May, 2021.

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**Please place the attached item on the above referenced council agenda for  
approval/authorization to advertise.**

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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** MAY 10, 2021

**To:** Mayor Billy Hewes  
City Council Members

**From:** Department of Urban Development  
Code Enforcement

**Subject:** Approval To Advertise

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**RE: Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 18<sup>th</sup> Day Of MAY, 2021, To The City Council:**

WARD 2

- Parcel 1: 1010P-01-010.000. Lot 6 Less S 4 Ft & All Lots 7 To 9 Inc & S 10 Ft Of Lot 10 Blk 2 Venetian Gardens Sec 32-7-10. 126 Venetian Gdn. Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Remove/Haul Off All Trash & Debris. (Briggs Gary). Case: 7412
- Parcel 2: 1010N-04-007.003. Lot 4 Blk 6 Cowan Road Homes Subd Sec 31-7-10. 492 Northeast Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Remove/Haul Off All Trash & Debris. (Poe Edna & Talbert Myriam). Case: 7422
- Parcel 3: 0910I-02-017.000. Beg. 650 Ft S Of Pass Rd. & 30 Ft E of W Line Of Ne 1/4 Of Ne 1/4 Of Ne 1/4 & Run E 190 Ft S 120 Ft W 190 Ft N 120 Ft To Beg. Sec. 36-7-11. Loposser Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Remove/Haul Off All Trash & Debris. (Coppedge Joseph T & Lisa F). Case: 7536
- Parcel 4: 0811A-06-048.000. Lot 3 Blk 30 Replat Of Broad Acres. 1233 23rd St. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds, Vines, Limbs, & Trees. (State Of Miss). Case: 7562

WARD 3

- Parcel 5: 0810N-03-049.000. Lots 19 To 24 Blk 22 Standard Land. 2210 28th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Remove/Haul Off All Trash & Debris. (Pattersons' Rental Complex I Llc). Case: 7451



WARD 4

Parcel 6: 0910J-03-026.000. 0473-0433 Lot 7 Blk 47 Gulfport Bayou View Subd. 44 Pass Rd. Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Remove/Haul Off All Trash & Debris, Board Up And Secure Openings. (Deangelo Michael). Case: 7519

Parcel 7: 1010E-03-008.029. Lot 30 Clinton Cove Subd. Nancy Pl. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds, Vines, Limbs, & Trees. (Caple Evette Etal). Case: 7522

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 18<sup>th</sup> day of May, 2021, 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: 1010P-01-010.000. Lot 6 Less S 4 Ft & All Lots 7 To 9 Inc & S 10 Ft Of Lot 10 Blk 2 Venetian Gardens Sec 32-7-10. 126 Venetian Gdn. Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Remove/Haul Off All Trash & Debris. (Briggs Gary). Case: 7412
- Parcel 2: 1010N-04-007.003. Lot 4 Blk 6 Cowan Road Homes Subd Sec 31-7-10. 492 Northeast Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Remove/Haul Off All Trash & Debris. (Poe Edna & Talbert Myriam). Case: 7422
- Parcel 3: 0910I-02-017.000. Beg. 650 Ft S Of Pass Rd. & 30 Ft Eof W Line Of Ne 1/4 Of Ne 1/4 Of Ne 1/4 & Run E 190 Ft S 120 Ft W 190 Ft N 120 Ft To Beg. Sec. 36-7-11. Loposser Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Remove/Haul Off All Trash & Debris. (Coppedge Joseph T & Lisa F). Case: 7536
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- Parcel 7: 1010E-03-008.029. Lot 30 Clinton Cove Subd. Nancy Pl. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds, Vines, Limbs, & Trees. (Caple Evette Etal). Case: 7522

**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 \_\_\_\_\_, 2021.

(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 \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
MAYOR



# MEMORANDUM

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

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

**Date:** May 7, 2021

**Re:** Resubdivision 2104PC072, by agent Carl LaRosa, tax parcels 0810N-05-002.000 and 0810N-05-001.000, Divide into 2 parcels, 3330 25th Ave and 2400 34th St, Zoned I-1 (Light industry), Ward 3

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

**Motion:** Mr. Hewes

**Second:** Mr. Daigle

|                  |            |
|------------------|------------|
| KEITH WILLIAMS   | – Chairman |
| HAROLD SPANN     | – Absent   |
| COLETTE TOWLES   | – Yea      |
| VIRGINIA ADOLPH  | – Yea      |
| CHARLIE HEWES    | – Yea      |
| BJ SELLERS       | – Yea      |
| WM. PRINCE JONES | – Yea      |
| DOUG HANCOCK     | – Yea      |
| JOHN ANTHONY     | – Yea      |
| BRANDON ELLIOTT  | – Yea      |
| TIM DAIGLE JR    | – Yea      |

**Action:** Motion was carried unanimously.

**Speaking for the Petition:**

1. Carl LaRosa

**Speaking against the Petition:** None

On April 22, 2021, the Planning Commission recommended approval of the above referenced case.

**Please place the attached item on the Council agenda for May 18, 2021.**

# Technical Report

## Resubdivision

### GENERAL INFORMATION

Case File Number: 2104PC072

Hearing Date: April 22, 2021

Current Zoning/Use: I-1 / Commercial structures

Legal: Resubdivision 2104PC072, by agent Carl LaRosa, tax parcels 0810N-05-002.000 and 0810N-05-001.000, Divide into 2 parcels, 3330 25th Ave and 2400 34th St, Zoned I-1 (Light industry), Ward 3

### TECHNICAL DETAILS

The applicant requests to alter property lines between two adjacent parcels. Both parcels (Parcel A) and (Parcel B) currently have commercial structures with active business licenses. Parcel A is losing 85.63 feet of property. Parcel A will decrease from 25,198 square feet to 15,174 square feet in area. The other current Parcel B will increase from 46,151 square feet to 56,175 square feet in area.

As proposed, the properties will exceed the 10,000 square foot requirement of the zoning district, as well as other basic property division standards.

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.

### EXECUTIVE SUMMARY

The applicant did not indicate a reason for the subdivision. However, the existing parcels meet the minimum requirements for the zoning district and have water and sewer services.

Any approval should consider these conditions:

1. Metal building on Parcel B will require a one-hour fire rated wall due to new location of property line.



# Technical Report

*Resubdivision*

## ***DEPARTMENTAL CONDITIONS***

**Engineering:** No conditions. Memo dated 4/13/2021.

**Public Works:** No conditions. Memo dated 4/12/2021.

**Traffic and Safety:** No conditions. Memo dated 4/7/2021.

**Building Code Services:** Metal building on Parcel B will require a one-hour fire rated wall due to new location of property line. Memo dated 4/12/2021.

**GIS:** No comments as of 4/13/2021.

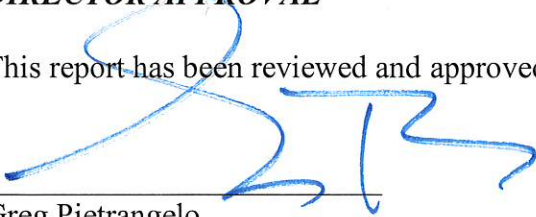
**Police Department:** No conditions. Memo dated 4/12/2021.

**Fire Department:** No conditions. Memo dated 4/5/2021.

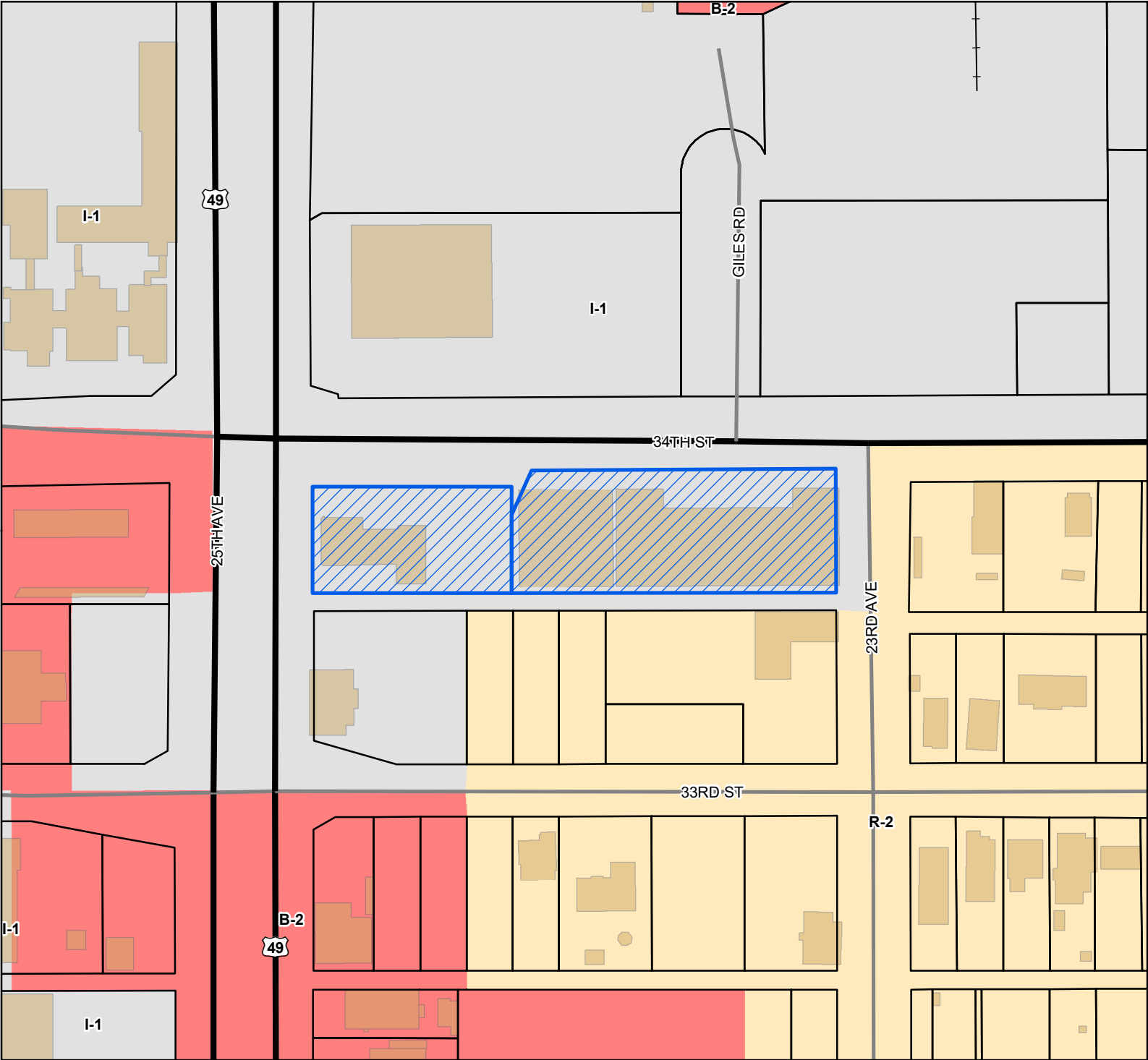
**City Arborist:** No conditions. Memo dated 4/5/2021.

## ***DIRECTOR APPROVAL***

This report has been reviewed and approved by:

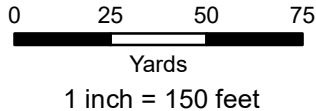


Greg Pietrangelo  
Director of Urban Development Department



- Site**
- Site
  - US or State Highway
  - Street
  - Railroad
  - Parcels
  - Buildings
- Zoning**
- B-2 - General Business District
  - I-1 - Light Industry District
  - R-2 - Single Family Residence District (Medium Density)

**Site Information**  
0810N-05-002.000  
0810N-05-001.000  
Zoning: I-1 (Light industry)  
Size: 1.6 acres  
Flood: X



**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 #

|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 8 | 1 | 0 | N | - | 0 | 5 | - | 0 | 0 | 2 | • | 0 | 0 | 0 |
| 0 | 8 | 1 | 0 | N | - | 0 | 5 | - | 0 | 0 | 1 | • | 0 | 0 | 0 |
|   |   |   |   |   | - |   |   | - |   |   |   | • |   |   |   |

(If necessary, use separate sheet of paper)

For Staff Use Only

Case Number: 2104 PC072

Date Received: 3/2/21

Receipt Number: \_\_\_\_\_

Received By: CL

Zoning: I-1

Ward: 3 Flood: X

Size: 1.6 acres

Address of Property Involved: 3330 25th Ave/2400 34th St, Gulfport, MS 39501

Lot(s) See Attached, Block(s) See Attached, Subdivision Diolans Add

General Location: Southeast corner of 25th Ave and 34th St

### GENERAL DESCRIPTION OF REQUEST:

Taking approx. +/- 85' from parcel # 0810N-05-002.000 and adding said +/- 85' to 0810n-05-001.000

### 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

KSD Properties, LLC / Ace Moving Storage / David Fayard

Printed Name of Owner

3330 25th Avenue

Mailing Address

Gulfport, MS 39501

City

228-861-4223

State

228-864-6223

Zip code

Home Phone

david@acedatastorage.com

Work/Cell Phone

Email

David Fayard

Signature of Owner

#### AGENT

Carl LaRosa

Printed Name of Agent

9153 Lorraine Rd

Mailing Address

Gulfport, MS 39503

City

228-669-4018

State

228-287-1200

Zip code

Home Phone

carllarosarealtor@gmail.com

Work/Cell Phone

Email

Carl LaRosa

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) KSD Properties, LLC / Ace Moving Storage / David Fayard

ADDRESS (STREET, CITY, STATE, ZIP CODE) 3330 25th Avenue, Gulfport, MS 39501

PHONE # (H) 228-861-4223 (W) 228-864-6223

TAX PARCEL NUMBER(S) OWNED 0810N-05-002.000 ,0810N-05-001.000

SIGNATURE: David Fayard

NAME OF OWNER (PRINT) Kathleen G Fayard

ADDRESS (STREET, CITY, STATE, ZIP CODE) 113 N. Burke Ave Long Beach, MS 39560

PHONE # (H) 228-669-7990 (W) 228 864-6223

TAX PARCEL NUMBER(S) OWNED SAME AS ABOVE

SIGNATURE: Kathleen G Fayard

NAME OF OWNER (PRINT) SUSAN FULTON

ADDRESS (STREET, CITY, STATE, ZIP CODE) 5598 DAURO Rd Long Beach, MS 39560

PHONE # (H) 228 864-9952 (W) 228 863-5212

TAX PARCEL NUMBER(S) OWNED SAME AS ABOVE

SIGNATURE: Susan Fulton

**(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: \_\_\_\_\_

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.

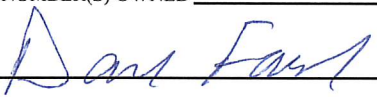
*I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request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

NAME OF OWNER (PRINT) KSD Properties, LLC / Ace Moving Storage / David Fayard

ADDRESS (STREET, CITY, STATE, ZIP CODE) 3330 25th Avenue, Gulfport, MS 39501

PHONE # (H) 228-861-4223 (W) 228-864-6223

TAX PARCEL NUMBER(S) OWNED 0810N-05-002.000 ,0810N-05-001.000

SIGNATURE: 

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:** \_\_\_\_\_

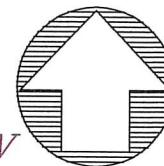


RESUBDIVISION OF TWO PARCELS OF LAND KNOWN AS TAX PARCEL  
0810N-05-001.000 AND 0810N-05-002.000, ALL BEING LOCATED IN THE  
NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 7 SOUTH,  
RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, OF HARRISON COUNTY,  
MISSISSIPPI. INTO TWO PARCELS KNOWN HEREAFTER AS PARCEL "A" AND PARCEL "B".

PIDN: 0810N-05-001.000  
PIDN: 0810N-05-001.000  
ZONED "I-1"

Building setback requirements "I-1" Light Industry District.  
Building Site Coverage (75%)  
Building Height Limit (100')  
Front yard = 25 feet  
There are no minimum required side or rear yards

## RESUBDIVISION SURVEY SURVEY PLAT AFTER REDIVISION



NORTH

SCALE: 1" = 80'

### SYMBOL LEGEND

- |                             |                             |
|-----------------------------|-----------------------------|
| —E— = overhead electric     | ⊙ 1/2" IRS = iron rod set   |
| —UE— = underground electric | ⊙ 1/2" IRF = iron rod found |
| ⊙ = utility pole            | ⊙ PKF = P.K. nail found     |
| (D) = deed                  | ⊙ PKS = P.K. nail set       |
| (P) = plat                  | ● IPF = iron pipe found     |
| (R) = record                | ⊠ CMF = concrete mon. fd.   |
| (M) = measures              | ⊙ LKF = lightard knot found |
| AC. = acres                 | ⊙ = sewer manhole           |
|                             | ⊗ = water meter             |

Note: Building setbacks, elevations, wetlands determination and et cetera to be prescribed by appropriate governing bodies.  
Note: Municipal utilities such as water and sewer appear to be readily available and are within three hundred feet of subject property.

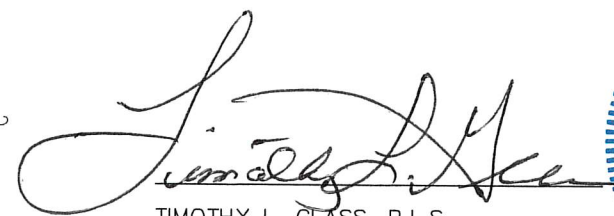
Note: The above described parcels are located in Building Zone "I-1"

Note: This survey has been prepared by information provided by the client and without the benefit of a current title report. This survey may not show all easements and other restrictions of record. Surveyor will be made available to add such features to this survey if a current title report or abstract of title is provided to him by proper authority. This survey does not warrant present ownership.

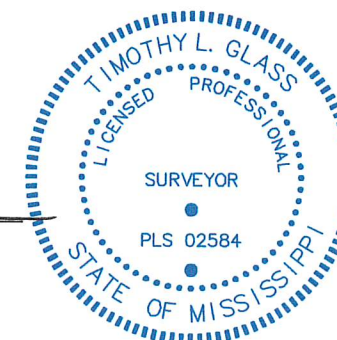
Note: By Graphic Plotting only, this property is in Zone "X" of the Flood Insurance Rate Map 28047C0264G. Community Panel No. 285253-0264-G, effective date June 16, 2009. Check with Building Official for community determined base flood elevation. Exact designation can only be determined by an Elevation 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.

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

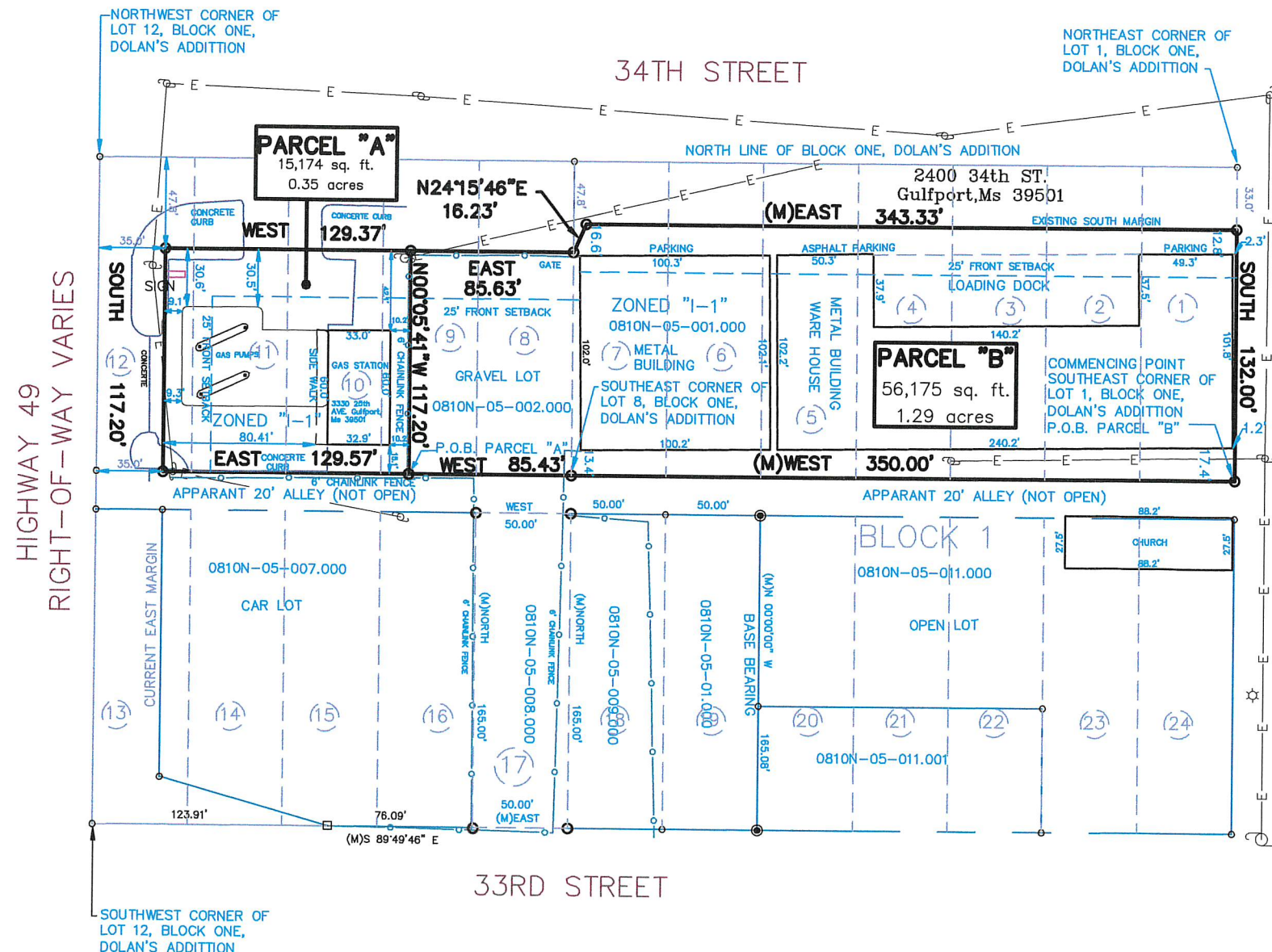
This is to certify that I have surveyed the property described and delineated hereon; and that the measurements and other data indicated are correct to the best of my knowledge and belief.



TIMOTHY L. GLASS, P.L.S.  
DATE: March 03, 2021  
MS. REG. NO. 02584



|                                |                         |                                                                                                                                    |                 |
|--------------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| SURVEY FOR:                    |                         | Mr. David Fayard<br>ACE MOVING & STORAGE CO., INC.<br>2400 34TH STREET<br>Gulfport, Mississippi 39501<br>PIDN: 0810N-05-001.000    |                 |
| SURVEY BY:                     |                         | Glass Land Surveying, Inc.<br>10453 Pin Oak Drive<br>Biloxi, Mississippi 39532<br>Ph/Fax (228) 392-9004<br>e-mail: glasurv@aol.com |                 |
| TYPE SURVEY: REDIVISION SURVEY | JOB NO.: DOLANS ADD.DWG | REMOVED: 03/03/2021                                                                                                                | CHECKED BY: TLG |
| DATE OF SURVEY: 03/03/2021     | REMOVED: 03/03/2021     | SCALE: 1" = 80'                                                                                                                    | CREW CHIEF: TLG |
| CHECKED BY: TLG                | REMOVED: 03/03/2021     | SCALE: 1" = 80'                                                                                                                    | CREW CHIEF: TLG |
| CREW CHIEF: TLG                | REMOVED: 03/03/2021     | SCALE: 1" = 80'                                                                                                                    | CREW CHIEF: TLG |

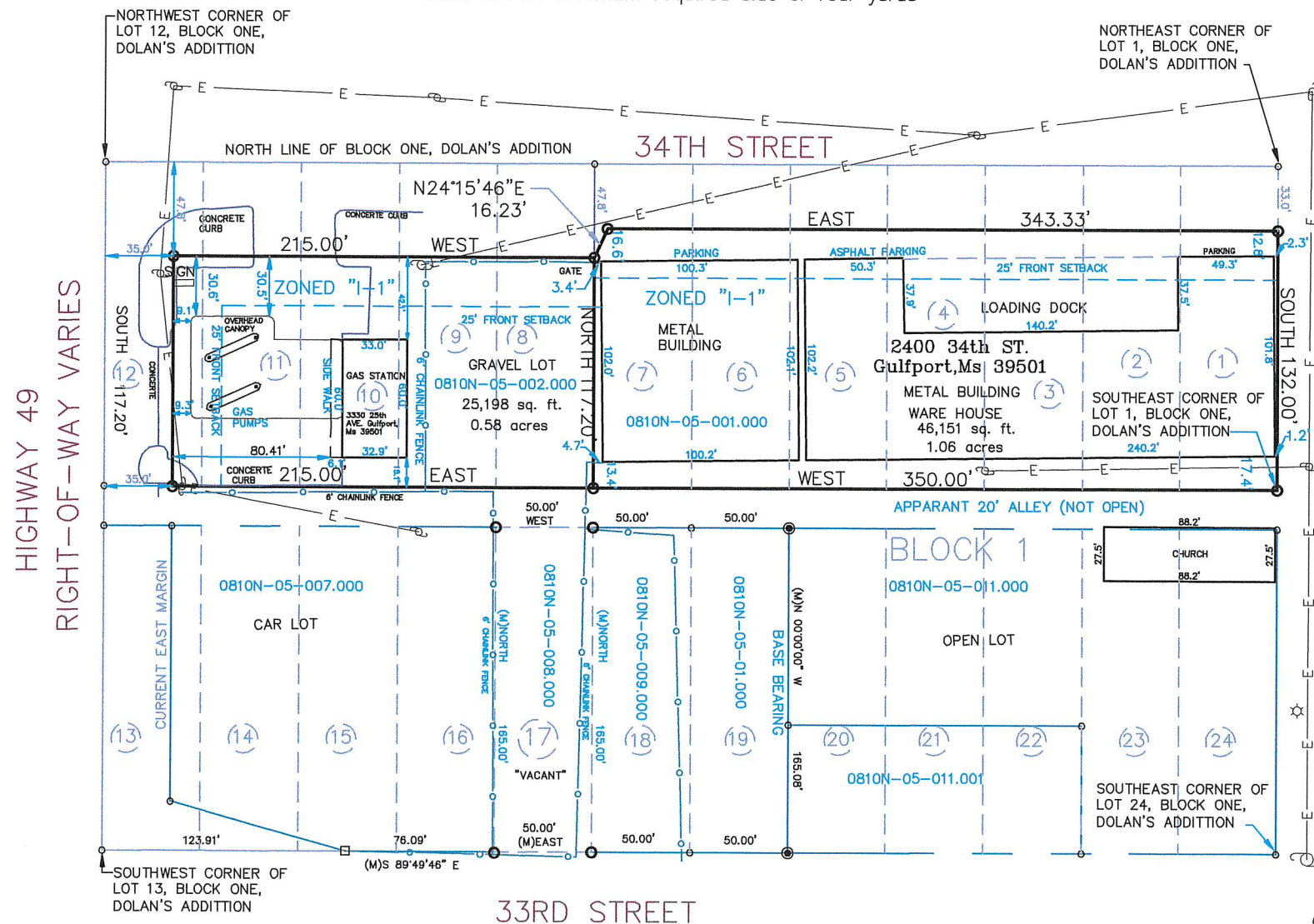




RESUBDIVISION OF TWO PARCELS OF LAND KNOWN AS TAX PARCEL  
0810N-05-001.000 AND 0810N-05-002.000, ALL BEING LOCATED IN THE  
NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 7 SOUTH,  
RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, OF HARRISON COUNTY,  
MISSISSIPPI. INTO TWO PARCELS KNOWN HEREAFTER AS PARCEL "A" AND PARCEL "B".

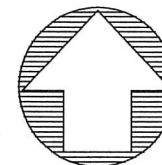
PIDN: 0810N-05-001.000  
PIDN: 0810N-05-002.000  
ZONED "I-1"

Building setback requirements "I-1" Light Industry District.  
Building Site Coverage (75%)  
Building Height Limit (100')  
Front yard = 25 feet  
There are no minimum required side or rear yards



## RESUBDIVISION SURVEY

### SURVEY PRIOR TO REDIVISION



NORTH

SCALE: 1" = 80'

#### SYMBOL LEGEND

- E— = overhead electric
- UE— = underground electric
- ⊙ = utility pole
- (D) = deed
- (P) = plat
- (R) = record
- (M) = measures
- AC. = acres
- ⊙ 1/2" IRS = iron rod set
- ⊙ 1/2" IRF = iron rod found
- ⊙ PKF = P.K. nail found
- ⊙ PKS = P.K. nail set
- IPF = iron pipe found
- ⊙ CMF = concrete mon. fd.
- ⊙ LKF = lightard knot found
- ⊙ = sewer manhole
- ⊙ = water meter

Note: Building setbacks, elevations, wetlands determination and et cetera to be prescribed by appropriate governing bodies.  
Note: Municipal utilities such as water and sewer appear to be readily available and are within three hundred feet of subject property.

Note: The above described parcels are located in Building Zone "I-1"

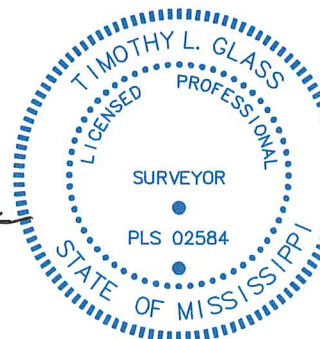
Note: This survey has been prepared by information provided by the client and without the benefit of a current title report. This survey may not show all easements and other restrictions of record. Surveyor will be made available to add such features to this survey if a current title report or abstract of title is provided to him by proper authority. This survey does not warrant present ownership.

Note: By Graphic Plotting only, this property is in Zone "X" of the Flood Insurance Rate Map 28047C0264G. Community Panel No. 285253-0264-G, effective 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.

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

This is to certify that I have surveyed the property described and delineated hereon; and that the measurements and other data indicated are correct to the best of my knowledge and belief.

*Timothy L. Glass*  
TIMOTHY L. GLASS P.L.S.  
DATE: March 03, 2021  
MS. REG. NO. 02584



SURVEY FOR:  
**Mr. David Fayard**  
**ACE MOVING & STORAGE CO., INC.**  
2400 34TH STREET  
Gulfport, Mississippi 39501  
PIDN: 0810N-05-001.000

SURVEY BY:  
**Glass Land Surveying, Inc.**  
10453 Pin Oak Drive  
Biloxi, Mississippi 39532  
Ph/Fax (228) 392-9004  
e-mail: [glasur@aol.com](mailto:glasur@aol.com)

|                                |                         |
|--------------------------------|-------------------------|
| TYPE SURVEY: REDIVISION SURVEY | JOB NO.: DOLANS ADD.DWG |
| DATE OF SURVEY: 03/03/2021     | REVISED:                |
| CHECKED BY: TLG                | SCALE: 1" = 80'         |
| CREW CHIEF: TLG                | SHEET NO: 1 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 two (2) parcels of land known as Tax Parcel # 0810N-05-001.000, containing 46,151 S.F. and or 1.06 acres more or less, Tax Parcel # 0810N-05-002.000, cotaining 251,198 S.F. and or 0.58 acres more or less, said parcels situated and being located in the NW 1/4 of the SE 1/4 of Section 33, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; into two (2) parcel known hereafter as Parcel "A", containing 15174 S.F. and or 0.35 acres more or less and Parcel "B" containing 56,175 S.F. and or 1.29 acres more or less. The subject property is generally described as being bounded on the North by 34TH Street, on the East by 23RD Avenue, on the South by a 20 foot Alley (NOT OPEN TO THROUGH TRAFFIC), 33RD Street and on the West U.S. Highway 49. The ad valorem tax parcel number(s) of the subject property is (are) 0810N-05-001.000 (Deed Book 493, Page 24, and 0810N-05-002.000 (INST.2010-8085-D-J1)

The Case File Number is \_\_\_\_\_

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION:

LEGAL DESCRIPTION: PIDN: 0810N-05-001.000

DEED BOOK 1361 BOOK 127, AND DEED BOOK 493, PAGE 24

Lots 1 to 7 inclusive of Block One (1) of Dolan Addition to the City of Gulfport, lying South and East of the present South margin of 34TH Street, as per the official Map or Plat of said Addition on file and record in the Office of the Chancery Clerk of Harrison County, Mississippi; of Dolan Addition as recorded in Deed Book 404, Page 367 of the Land Deed records in the First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTION: PIDN: 0810N-05-002.000

INST.# 2010-8085-D-J1

Lots 8 to 12 inclusive of Block One (1) of Dolan Addition to the City of Gulfport, as per the official Map or Plat of said Addition on file and record in the Office of the Chancery Clerk of Harrison County, Mississippi; less the North 47.8ft. more or less of Block One (1) of Dolan Addition as recorded in Deed Book 404, Page 367 of the Land Deed records in the First Judicial District of Harrison County, Mississippi.

|                                |                         |
|--------------------------------|-------------------------|
| TYPE SURVEY: REDIVISION SURVEY | JOB NO.: DOLANS ADD.DWG |
| DATE OF SURVEY: 03/03/2021     | REVISED:                |
| CHECKED BY: TLG                | SCALE: 1" = 80'         |
| CREW CHIEF: TLG                | SHEET NO: 3 OF 5        |

|            |                                                                                                                                    |
|------------|------------------------------------------------------------------------------------------------------------------------------------|
| SURVEY BY: | Glass Land Surveying, Inc.<br>10453 Pin Oak Drive<br>Biloxi, Mississippi 39532<br>Ph/Fax (228) 392-9004<br>e-mail: glasurv@aol.com |
|------------|------------------------------------------------------------------------------------------------------------------------------------|

|             |                                                                                                                                 |
|-------------|---------------------------------------------------------------------------------------------------------------------------------|
| SURVEY FOR: | Mr. David FAYard<br>ACE MOVING & STORAGE CO., INC.<br>2400 34TH STREET<br>Gulfport, Mississippi 39501<br>PIDN: 0810N-05-001.000 |
|-------------|---------------------------------------------------------------------------------------------------------------------------------|

LEGAL DESCRIPTION OF THE TWO (2) PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION of: PARCEL "A" as per survey

A parcel of land situated and being located in part of lot 9, 10, 11 of an 12, of Block One (1) of Dolans Addition to the City of Gulfport, as per the official Map or Plat of said Addition on file and record in the Office of the Chancery Clerk of Harrison County, Mississippi as recorded in Deed Book 404, Page 367 of the Land Deed records in the First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commencing at the Southeast Corner of Lot 1, Block 1 of said Dolans Addition to the City of Gulfport; thence West 350.00 feet to the Southeast Corner of Lot 8 of said Block 1; thence Continue West 85.43 feet to the Point Of Beginning; thence N00°05'41"W 117.20 feet to the South margin of 34th Street; thence West 129.37 feet along said South margin t0 the East margin of Highway 49; thence South 117.20 feet along said East margin; thence East 129.57 feet to the Point of Beginning. Said parcel of land contains 15,174 sq ft and or 0.35 acres more or less.

LEGAL DESCRIPTION OF THE TWO (2) PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION of: PARCEL "B" as per survey

A parcel of land situated and being located in part of Lots 1 through 9 of Block One (1) of Dolans Addition to the City of Gulfport, as per the official Map or Plat of said Addition on file and record in the Office of the Chancery Clerk of Harrison County, Mississippi as recorded in Deed Book 404, Page 367 of the Land Deed records in the First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point of beginning, commence at the Southeast Corner of Lot 1, Block 1 of said Dolans Addition to the City of Gulfport; thence West 350.00 feet to the Southeast Corner of Lot 8 of said Block 1; thence Continue West 85.43 feet; thence N00°05'41"W 117.20 feet to the South margin of 34th Street; thence East 85.43 feet along said South margin; thence continue along said South margin N24°15'46"E 16.23; thence East 343.33 feet to the West margin of 23RD Avenue; thence South along said West margin 132.00 feet to the Point of Beginning. Said parcel of land contains 56,175 sq ft and or 1.29 acres more or less.

The applicant hereby covenants and agrees 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 Planning Commission, its agents, and/or employees concerning the petition for resubdivision of the real property described herein.

Ratified and Approved by:

David Fayard  
(President's Signature)  
ACE MOVING & STORAGE CO. INC.

David Fayard  
(Print President's Name)  
ACE MOVING & STORAGE CO. INC.

DATE:

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of \_\_\_\_\_, MISSISSIPPI  
County of \_\_\_\_\_, personally appeared the aforementioned \_\_\_\_\_, who  
acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose  
therein set forth.

Notary Seal

NOTARY PUBLIC

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

TYPE SURVEY: REDIVISION SURVEY

JOB NO.: DOLANS ADD.DWG

DATE OF SURVEY: 03/03/2021

REVISED:

CHECKED BY: TLG

SCALE: 1" = 80'

CREW CHIEF: TLG

SHEET NO: 4 OF 5

SURVEY BY:

Glass Land Surveying, Inc.  
10453 Pin Oak Drive  
Biloxi, Mississippi 39532  
Ph/Fax (228) 392-9004  
e-mail: glasurv@aol.com

SURVEY FOR:

Mr. David Fayard  
ACE MOVING & STORAGE CO., INC.  
2400 34TH STREET  
Gulfport, Mississippi 39501  
PIDN: 0810N-05-001.000



The applicant hereby covenants and agrees 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 Planning Commission, its agents, and/or employees concerning the petition for resubdivision of the real property described herein.

Notified and Approved by:

David Fayard

DAVID FAYARD

3-3-2021

David Fayard

David Fayard

(President's Signature)

(Print President's Name)

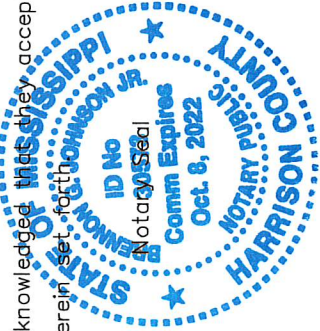
M H S SERVICE LLC

M H S SERVICE LLC

DATE:

### ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of MISSISSIPPI,  
County of HARRISON, personally appeared the aforementioned David Fayard, who  
acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose  
therein set forth.



Ben Harrison  
NOTARY PUBLIC

My Commission Expires: 10-8-2022

### PLANNING COMMISSION

Submitted to and approved by the Gulfport Planning Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Keith Williams

The City of Gulfport's Planning Commission Chairman

Greg Holmes

The City of Gulfport's 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 \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

ADOPT

BRITTANY RODGERS

THE CITY OF GULFPORT'S CLERK OF COUNCIL

THE CITY OF GULFPORT'S COUNCIL PRESIDENT

F.B. 'RUSTY' WALKER, IV

This Resubdivision plat and Certificate of Resubdivision, having been

submitted and approved by the Mayor, this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_.

BILLY HEWES  
CITY OF GULFPORT'S MAYOR

SURVEY BY:

*Glass Land Surveying, Inc.*

10453 Pin Oak Drive  
Biloxi, Mississippi 39532  
Ph/Fax (228) 392-9004  
e-mail: [glasurv@aol.com](mailto:glasurv@aol.com)

SURVEY FOR:

Mr. David Fayard  
ACE MOVING & STORAGE CO., INC.  
2400 34TH STREET  
Gulfport, Mississippi 39501  
PIDN: 0810N-05-001.000

|                                |                         |
|--------------------------------|-------------------------|
| TYPE SURVEY: REDIVISION SURVEY | JOB NO.: DOLANS ADD.DWG |
| DATE OF SURVEY: 03/03/2021     | REVISED:                |
| CHECKED BY: TLG                | SCALE: 1" = 80'         |
| CREW CHIEF: TLG                | SHEET NO: 5 OF 5        |

|                                                                                  |                    |                            |                            |                          |
|----------------------------------------------------------------------------------|--------------------|----------------------------|----------------------------|--------------------------|
|  | Beds<br><b>N/A</b> | Bldg Sq Ft<br><b>3,069</b> | Lot Sq Ft<br><b>24,737</b> | Sale Price<br><b>N/A</b> |
|                                                                                  | Baths<br><b>1</b>  | Yr Built<br><b>1960</b>    | Type<br><b>SVC STA</b>     | Sale Date<br><b>N/A</b>  |

| OWNER INFORMATION        |                   |                   |       |
|--------------------------|-------------------|-------------------|-------|
| Owner Name               | M H S Service LLC | Tax Billing Zip   | 39507 |
| Tax Billing Address      | 40 Cambridge Ave  | Tax Billing Zip+4 | 4213  |
| Tax Billing City & State | Gulfport, MS      | Owner Occupied    | No    |

| LOCATION INFORMATION |       |                     |           |
|----------------------|-------|---------------------|-----------|
| Census Tract         | 20.00 | Subdivision         | Dolan Add |
| Carrier Route        | C022  | Township Range Sect | 7-11-33   |

| TAX INFORMATION   |                                                                                                                                          |            |     |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|
| Tax Parcel Number | 0810N-05-002.000                                                                                                                         | % Improved | 66% |
| Lot               | 12                                                                                                                                       | Tax Area   | 4G  |
| Block             | 1                                                                                                                                        |            |     |
| Legal Description | S 117.2 FT OF LOTS 8 TO 11 INC B LK 1 DOLANS ADD ALSO THAT P ART OF LOT 12 LYING E OF HWY 49 BEING PART OF NW1/4 OF SE1/4 OF SEC 33-7-11 |            |     |

| ASSESSMENT & TAX         |           |             |            |
|--------------------------|-----------|-------------|------------|
| Assessment Year          | 2019      | 2018        | 2017       |
| Assessed Value - Total   | \$40,052  | \$40,052    | \$40,052   |
| Market Value - Total     | \$267,014 | \$267,014   | \$267,014  |
| Market Value - Land      | \$91,199  | \$91,199    | \$91,199   |
| Market Value - Improved  | \$175,815 | \$175,815   | \$175,815  |
| YOY Assessed Change (\$) | \$0       | \$0         |            |
| YOY Assessed Change (%)  | 0%        | 0%          |            |
| Tax Year                 | Total Tax | Change (\$) | Change (%) |
| 2017                     | \$5,418   |             |            |
| 2018                     | \$5,418   | \$0         | 0%         |
| 2019                     | \$5,418   | \$0         | 0%         |

| CHARACTERISTICS      |                         |                |             |
|----------------------|-------------------------|----------------|-------------|
| Land Use - CoreLogic | Service Station         | Building Sq Ft | 3,069       |
| Land Use - State     | Service Stations-Retail | Total Rooms    | 2           |
| Lot Area             | 24,737                  | # of Buildings | 1           |
| Lot Acres            | 0.5679                  | Heat Type      | Forced Air  |
| Total Baths          | 1                       | Roof Material  | Built-Up    |
| Half Baths           | 1                       | Roof Type      | Truss-Joist |
| Year Built           | 1960                    | Floor Cover    | Vinyl       |
| Stories              | 1                       |                |             |

| FEATURES     |      |          |            |         |
|--------------|------|----------|------------|---------|
| Feature Type | Unit | Size/Qty | Year Built | Value   |
| Bc4          | S    | 2,400    | 1999       | \$3,658 |

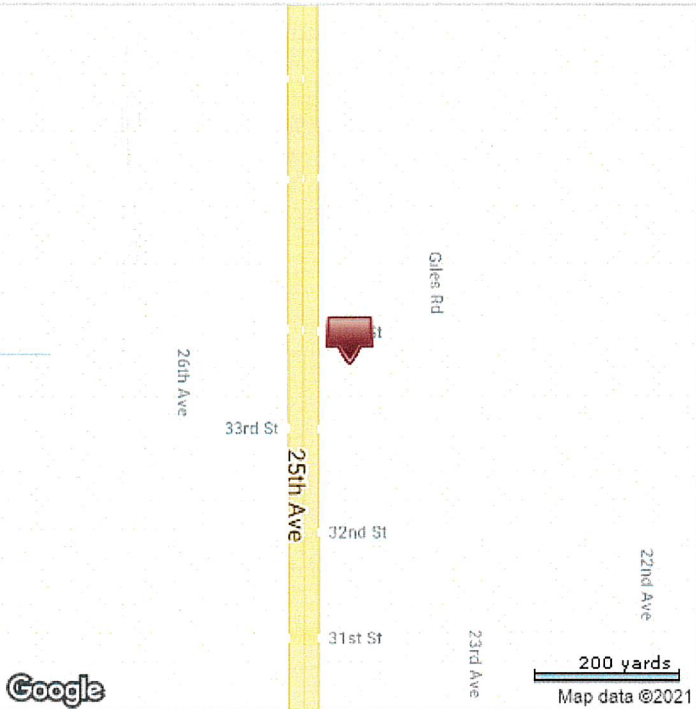
| LAST MARKET SALE & SALES HISTORY |                   |                 |                       |
|----------------------------------|-------------------|-----------------|-----------------------|
| Owner Name                       | M H S Service LLC | Document Number | 8085                  |
| Seller                           | Owner Record      | Deed Type       | Special Warranty Deed |

Buyer Name Mhs Service LLC  
 Seller Name Owner Record

Milner E C Jr  
 Owner Record



PROPERTY MAP



\*Lot Dimensions are Estimated

|                                                                                  |                    |                             |                              |                          |
|----------------------------------------------------------------------------------|--------------------|-----------------------------|------------------------------|--------------------------|
|  | Beds<br><b>N/A</b> | Bldg Sq Ft<br><b>26,455</b> | Lot Sq Ft<br><b>44,880</b>   | Sale Price<br><b>N/A</b> |
|                                                                                  | Baths<br><b>1</b>  | Yr Built<br><b>1955</b>     | Type<br><b>MISC COM SVCS</b> | Sale Date<br><b>N/A</b>  |

## OWNER INFORMATION

|                          |                                        |                   |              |
|--------------------------|----------------------------------------|-------------------|--------------|
| Owner Name               | <b>Ace Moving &amp; Storage Co Inc</b> | Tax Billing Zip   | <b>39501</b> |
| Tax Billing Address      | <b>2400 34th St</b>                    | Tax Billing Zip+4 | <b>7009</b>  |
| Tax Billing City & State | <b>Gulfport, MS</b>                    | Owner Occupied    | <b>Yes</b>   |

## LOCATION INFORMATION

|               |              |                     |                  |
|---------------|--------------|---------------------|------------------|
| Census Tract  | <b>18.00</b> | Subdivision         | <b>Dolan Add</b> |
| Carrier Route | <b>C022</b>  | Township Range Sect | <b>7-11-33</b>   |

## TAX INFORMATION

|                   |                                                                                                                                      |            |            |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| Tax Parcel Number | <b>0810N-05-001.000</b>                                                                                                              | % Improved | <b>81%</b> |
| Lot               | <b>1</b>                                                                                                                             | Tax Area   | <b>4G</b>  |
| Block             | <b>1</b>                                                                                                                             |            |            |
| Legal Description | <b>LOTS 1 TO 6 &amp; THAT PART OF LOT 7 BLK 1 DOLANS ADD SUBD LYING S &amp; E OF 34TH ST PART OF NW 1/4 OF SE 1/4 OF SEC 33-7-11</b> |            |            |

## ASSESSMENT &amp; TAX

|                          |                  |                  |                  |
|--------------------------|------------------|------------------|------------------|
| Assessment Year          | <b>2019</b>      | <b>2018</b>      | <b>2017</b>      |
| Assessed Value - Total   | <b>\$60,742</b>  | <b>\$60,742</b>  | <b>\$60,742</b>  |
| Market Value - Total     | <b>\$404,946</b> | <b>\$404,946</b> | <b>\$404,946</b> |
| Market Value - Land      | <b>\$75,072</b>  | <b>\$75,072</b>  | <b>\$75,072</b>  |
| Market Value - Improved  | <b>\$329,874</b> | <b>\$329,874</b> | <b>\$329,874</b> |
| YOY Assessed Change (\$) | <b>\$0</b>       | <b>\$0</b>       |                  |
| YOY Assessed Change (%)  | <b>0%</b>        | <b>0%</b>        |                  |
| Tax Year                 | Total Tax        | Change (\$)      | Change (%)       |
| 2017                     | <b>\$8,217</b>   |                  |                  |
| 2018                     | <b>\$8,217</b>   | <b>\$0</b>       | <b>0%</b>        |
| 2019                     | <b>\$8,217</b>   | <b>\$0</b>       | <b>0%</b>        |

## CHARACTERISTICS

|                      |                                 |                |                   |
|----------------------|---------------------------------|----------------|-------------------|
| Land Use - CoreLogic | <b>Misc Commercial Services</b> | Building Sq Ft | <b>26,455</b>     |
| Land Use - State     | <b>Other Services</b>           | Total Rooms    | <b>6</b>          |
| Lot Area             | <b>44,880</b>                   | # of Buildings | <b>2</b>          |
| Lot Acres            | <b>1.0303</b>                   | Heat Type      | <b>Forced Air</b> |
| Total Baths          | <b>1</b>                        | Roof Material  | <b>Metal</b>      |
| Half Baths           | <b>1</b>                        | Roof Type      | <b>Gable</b>      |
| Year Built           | <b>1955</b>                     | Roof Shape     | <b>Gable</b>      |
| Stories              | <b>1</b>                        |                |                   |

## FEATURES

|              |          |               |                 |
|--------------|----------|---------------|-----------------|
| Feature Type | Unit     | Size/Qty      | Value           |
| Av1          | <b>S</b> | <b>730</b>    | <b>\$4,170</b>  |
| Fb8          | <b>S</b> | <b>28,000</b> | <b>\$28,560</b> |
| Ay9          | <b>S</b> | <b>532</b>    | <b>\$3,901</b>  |
| Ay9          | <b>S</b> | <b>360</b>    | <b>\$2,639</b>  |
| T52          |          |               |                 |
| T52          |          |               |                 |
| T52          |          |               |                 |
| T21          |          |               |                 |



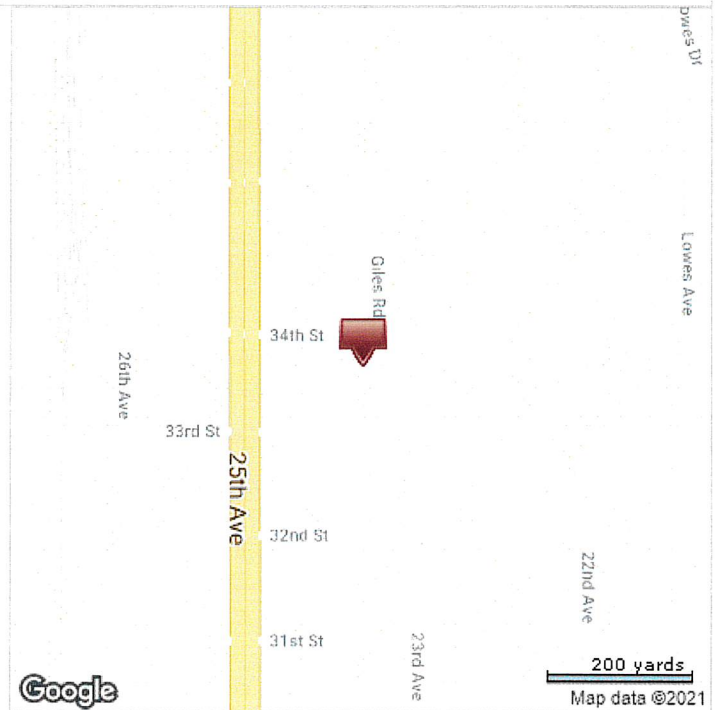
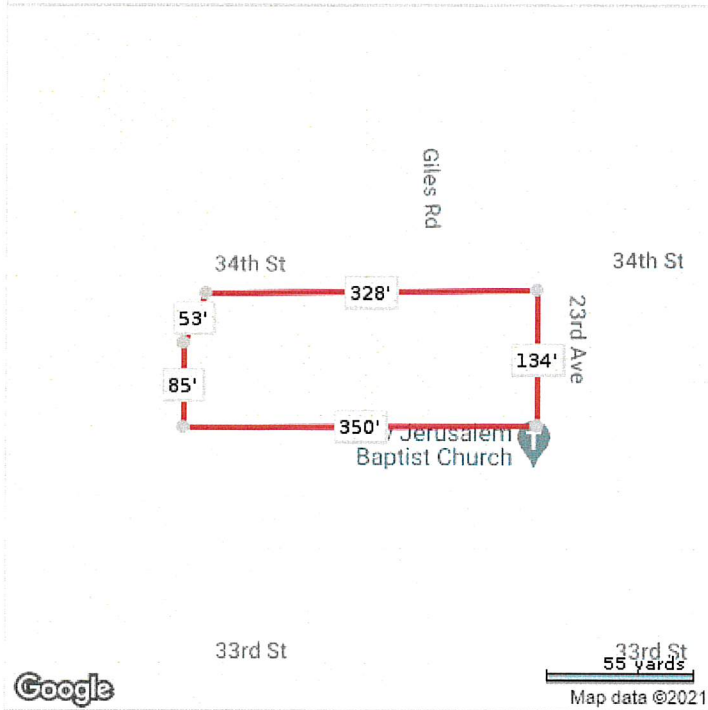
LAST MARKET SALE & SALES HISTORY

Owner Name Ace Mov. & Storage Co Inc  
 Seller Owner Record

Document Number 1361-127  
 Deed Type Deed (Reg)

Buyer Name Ace Moving & Storage Co Inc  
 Seller Name Owner Record  
 Document Number 1361-127  
 Document Type Deed (Reg)

PROPERTY MAP



\*Lot Dimensions are Estimated

To whom it may concern, I David Fayard, do certify that there are no restrictive/protective covenants prohibiting the resubdivision of the property.

David Fayard

DAVID FAYARD 3-2-2021

Signature of Owner

Printed Name

STATE OF MISSISSIPPI

COUNTY OF Harrison

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named David Fayard,

who acknowledged to and before me that he signed and delivered the above and foregoing instrument as his free and voluntary act and deed on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2nd day of March, 2021

Brennon G. Johnson Jr.  
NOTARY PUBLIC

My Commission Expires: 10-8-2022







### Designation of Agent

I, DAVID FAYARD, being owner of the property 0810N-05-001.000  
PRINT NAME 0810N-05-002.000  
PRIMARY ADDRESS OR PARCEL  
which is the subject of this application hereby authorize CARL LAROSA to act as my  
PRINT NAME  
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

David Fayard  
Signature

3-2-2021  
Date

### STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 2<sup>nd</sup> day of March, 2021

Buckley  
Notary Public

10-8-2022  
Commission Expiration



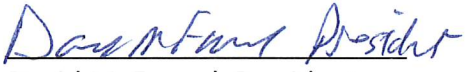
### Minutes of the Directors' Meeting

**MINUTES OF A MEETING OF DIRECTORS'** of Ace Moving & Storage Co., Inc. (the "Corporation") held at 2400 34<sup>th</sup> Street Gulfport, MS 39501 on this 1<sup>st</sup> Day of September.

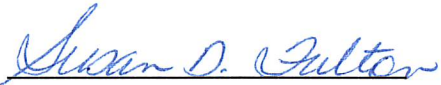
1. The following members were present, constituting the entire board:

David M. Fayard, President  
Kathleen G. Fayard, Vice President  
Susan D. Fulton, Secretary

2. All the Directors' of the Corporation being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.
3. UPON A MOTION DULY MADE, seconded, and unanimously carried, David M. Fayard acted as Chairperson of the meeting and Susan D. Fulton as Secretary of the meeting.
4. The following memorandum was then read and ordered to be inserted in these minutes:  
"We, the directors' of the Corporation consent to this meeting being held at the above time and place and do waive notice and publication of this meeting, and consent to the transaction of such business, as may have come before it, as testified by our signatures below.

  
David M. Fayard, President

  
Kathleen G. Fayard, Vice President

  
Susan D. Fulton, Secretary

5. Minutes of the last regular meeting were read, and upon motion duly made, seconded, and carried, were adopted as read.
6. The Chairperson presented to the meeting and thereupon the following resolutions were offered, seconded, and unanimously adopted.

IT WAS RESOLVED THAT:



1. David Fayard is authorized, empowered, and directed to sign all documents on behalf of the Corporation as President of the Corporation.
2. There being no further business to come before the meeting, the meeting was adjourned.
3. Dated in the State of Mississippi on the 1st Day of September.

Susan D. Fulton  
Susan D. Fulton  
Corporate Secretary

STATE OF Mississippi

COUNTY OF Harrison

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, Susan D. Fulton, who

acknowledged to and before me that he/she is the Secretary of

Ace Moving & Storage Co., who acknowledged that for and on its behalf, he/she signed, sealed and delivered the above and foregoing Commercial Lease Agreement on the day and in the year therein mentioned, he/she having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2<sup>nd</sup> day of March, 2021.

Brennon G. Johnson Jr.

NOTARY PUBLIC

My Commission Expires: 10-8-2022



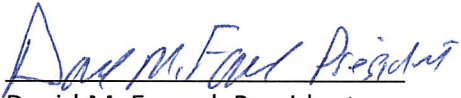
### Minutes of the Directors' Meeting

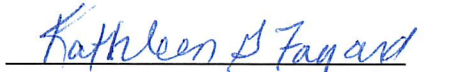
**MINUTES OF A MEETING OF DIRECTORS'** of KSD Properties LLC (the "Corporation") held at 2400 34<sup>th</sup> Street Gulfport, MS 39501 on this 1<sup>st</sup> Day of September.

1. The following members were present, constituting the entire board:

David M. Fayard, President  
Kathleen G. Fayard, Vice President  
Susan D. Fulton, Secretary

2. All the Directors' of the Corporation being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.
3. UPON A MOTION DULY MADE, seconded, and unanimously carried, David M. Fayard acted as Chairperson of the meeting and Susan D. Fulton as Secretary of the meeting.
4. The following memorandum was then read and ordered to be inserted in these minutes:  
"We, the directors' of the Corporation consent to this meeting being held at the above time and place and do waive notice and publication of this meeting, and consent to the transaction of such business, as may have come before it, as testified by our signatures below.

  
David M. Fayard, President

  
Kathleen G. Fayard, Vice President

  
Susan D. Fulton, Secretary

5. Minutes of the last regular meeting were read, and upon motion duly made, seconded, and carried, were adopted as read.
6. The Chairperson presented to the meeting and thereupon the following resolutions were offered, seconded, and unanimously adopted.

IT WAS RESOLVED THAT:

1. David Fayard is authorized, empowered, and directed to sign all documents on behalf of the Corporation as President of the Corporation.
2. There being no further business to come before the meeting, the meeting was adjourned.
3. Dated in the State of Mississippi on the 1st Day of September.

Susan D. Fulton

Susan D. Fulton  
Corporate Secretary

STATE OF Mississippi

COUNTY OF Harrison

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, Susan D Fulton, who acknowledged to and before me that he/she is the Secretary of KSD Properties LLC, who acknowledged that for and on its behalf, he/she signed, sealed and delivered the above and foregoing Commercial Lease Agreement on the day and in the year therein mentioned, he/she having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2<sup>nd</sup> day of March, 2021.

Burgett  
NOTARY PUBLIC

My Commission Expires: 10-8-2022





WARRANTY DEED.

STATE OF MISSISSIPPI:

COUNTY OF HARRISON ::

For and in consideration of Ten Dollars, and other good and valuable considerations, cash paid, receipt of which is hereby acknowledged, and for the further consideration, as evidenced by a note, secured by a deed of trust on the hereinafter described property, of even date hereof, I, ELDEN RAY BLACKLIDGE, do hereby sell, convey and warrant unto ACE MOVING AND STORAGE CO., INC., the property situated and being in the City of Gulfport, Harrison County, Mississippi, described as follows, to-wit:-

Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block One (1) of DOLAN'S ADDITION to the City of Gulfport, Mississippi, as shown by the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

Subject to the 1962 taxes to become due and payable thereon, which will be paid by the grantee herein.

The above described property is not my homestead or any part thereof.

Witness my signature, this the 12th day of January, A. D. 1962 /.

*Elden Ray Blacklidge*  
ELDEN RAY BLACKLIDGE.

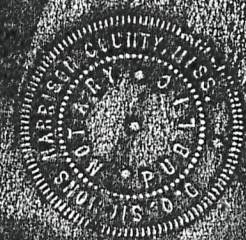
STATE OF MISSISSIPPI:  
COUNTY OF HARRISON ::

Before me, the undersigned authority, in and for the above named County and State, personally appeared the within named Elden Ray Blacklidge, who acknowledged that he signed and delivered the within and foregoing instrument on the day and date therein written.

Given under my hand and seal of office, this the 12 day of January, A. D. 1962.

*D. O. Sumner*  
NOTARY PUBLIC.

My commission expires 3/27/62



Filing

Certificate

Indexing

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 10:11 o'clock A M. on the 7<sup>th</sup> day of Mar, 1962 and recorded Mar 8<sup>th</sup>, 1962

C. J. Darby, Clerk.

By

*Nell Stratakos* D. C.

COMMERCIAL PRINTING CO.  
FORM 110 RM





*John* 1st Judicial District  
Instrument 2020 10535 D - J1  
Filed/Recorded 8/18/2020 04:42 P  
Total Fees \$ 26.00  
3 Pages Recorded

Prepared by & return to:  
Schwartz, Orgler & Jordan, PLLC  
12206 Highway 49  
Gulfport, MS. 39503  
228-832-8550  
Our File: 201256

Index as follows:  
Lot 8-12, Less N 47.8' Blk 1,  
Dolan's Addition, Harrison  
County, 1<sup>st</sup> JD, MS, Less Pt to Hwy

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

### **WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

**M.H.S. SERVICE, LLC**  
A Mississippi Limited Liability Company  
40 CAMBRIDGE AVENUE  
GULFPORT, MS 39507  
(504) 296-3345

does hereby sell, convey and warrant unto

**KSD PROPERTIES, LLC**  
A Mississippi Limited Liability Company  
113 NORTH BURKE AVENUE  
LONG BEACH, MS 39560  
(228) 864-6223

the following described land and property being located in Harrison County, Mississippi, being more particularly described as follows, to-wit:

**Lots Eight to Twelve (8-12) inclusive of Block One (1) of DOLAN ADDITION to the City of Gulfport, as per the official Map or Plat of said Addition on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi; less the North 47.8 feet more or less of Block One (1) of DOLAN ADDITION as recorded in Deed Book 404, Page 367 of the Land Deed Records in the First Judicial District of Harrison County, Mississippi. LESS AND EXCEPT any part of above described property sold to MS Transportation Commission.**

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the

Grantee herein.

IN WITNESS WHEREOF, **M.H.S. SERVICE, LLC** has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 13th day of August, 2020.

**MHS SERVICE, LLC**

BY: *Sarah Phyllis M. Hines*  
**SARAH PHYLLIS M. HINES, Member/Manager**

BY: *Mildred M. Smith*  
**MILDRED M. SMITH, Member/Manager**

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **SARAH PHYLLIS M. HINES and MILDRED M. SMITH**, who acknowledge that they are the **Members/Managers** of **M.H.S. SERVICE, LLC, A Mississippi Limited Liability Company**, and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 13th day of August, 2020.

My Commission Expires:



*Celeste Paige*  
NOTARY PUBLIC

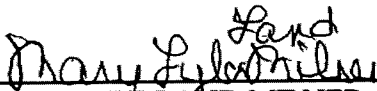


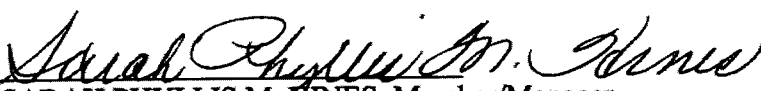
MINUTES OF SPECIAL MEETING OF M.H.S. SERVICE, LLC

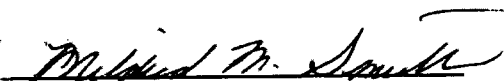
Be it resolved that M.H.S. SERVICE, LLC, had a meeting of its members on the 11th day of August, 2020, in Gulfport, Mississippi, and after discussion and a unanimous vote the following resolution was adopted:

THAT SARAH PHYLLIS M. HINES, AS MANAGER/MEMBER OF THE COMPANY IS HEREBY EMPOWERED TO ACT ON BEHALF OF THE COMPANY TO SIGN WARRANTY DEEDS, AFFIDAVITS, CLOSING DISCLOSURES, HUD-1 SETTLEMENT STATEMENTS AND ANY OTHER NECESSARY DOCUMENTS IN CONNECTION WITH SALES.

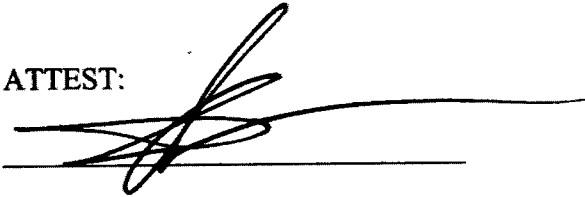
Resolved this the 11th day of August, 2020.

  
MARY LYLE LAND MILNER, Member

  
SARAH PHYLLIS M. HINES, Member/Manager

  
MILDRED M. SMITH, Member/Manager

ATTEST:



**RE: Resubdivision 2104PC072, by agent Carl LaRosa, tax parcels 0810N-05-002.000 and 0810N-05-001.000, Divide into 2 parcels, 3330 25th Ave and 2400 34th St, Zoned I-1 (Light industry), Ward 3**

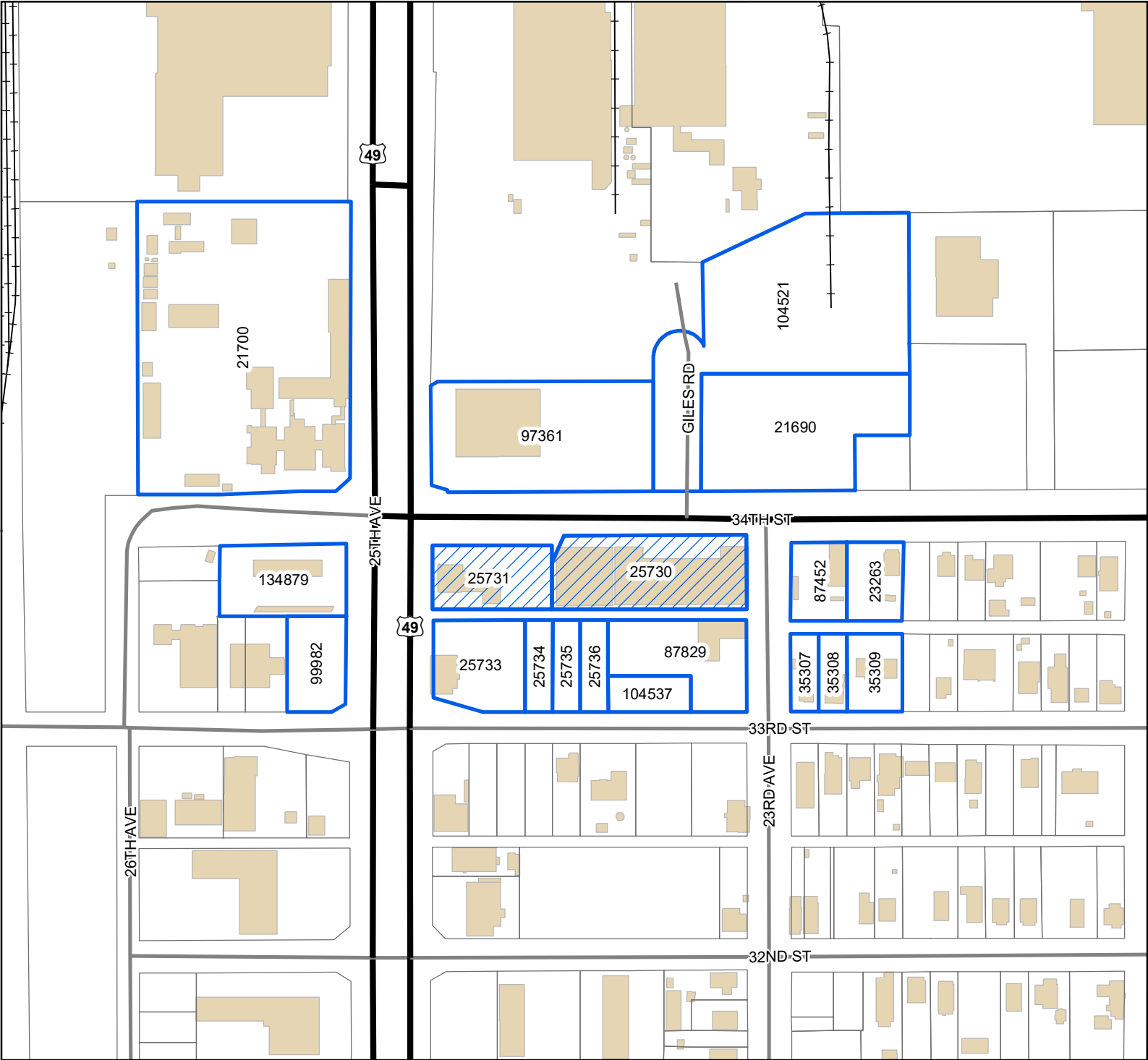
To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 22, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

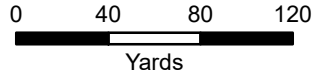
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, April 22, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email [planners@gulfport-ms.gov](mailto:planners@gulfport-ms.gov). The application is available for viewing in the Planning Division office at 1410 24<sup>th</sup> Avenue.

| Mail                            | PPIN   | Parcel ID        | Name                               | Address                     | City       | State | ZIP   |
|---------------------------------|--------|------------------|------------------------------------|-----------------------------|------------|-------|-------|
| Y                               |        |                  | KSD PROPERTIES LLC (OWNER)         | 3330 25TH AVENUE            | GULFPORT   | MS    | 39501 |
| Y                               |        |                  | CARL LAROSA (AGENT)                | 9153 LORRAINE ROAD          | GULFPORT   | MS    | 39503 |
| <b>Adjacent Property Owners</b> |        |                  |                                    |                             |            |       |       |
|                                 | 25734  | 0810N-05-008.000 | ACE MOVING & STORAGE CO INC        | 2400 34TH ST                | GULFPORT   | MS    | 39501 |
| N                               | 25730  | 0810N-05-001.000 | ACE MOVING & STORAGE CO INC        | 2400 34TH ST                | GULFPORT   | MS    | 39501 |
|                                 | 21700  | 0810K-02-008.000 | AMERICAN SECURITY INTEGRATORS ETAL | P O BOX 1716                | ORANGE     | TX    | 77631 |
|                                 | 35307  | 0810N-01-109.000 | BARNETT TREMAYNE & BARNES TERRE    | 2248 33RD ST                | GULFPORT   | MS    | 39501 |
|                                 | 35308  | 0810N-01-108.000 | COOK ROBERT B & WF                 | 2207 33RD ST                | GULFPORT   | MS    | 39501 |
|                                 | 97361  | 0810K-01-005.001 | GULF SOUTH HOSPITALITY INC         | 57 SHORELINE LN             | GULFPORT   | MS    | 39503 |
|                                 | 104521 | 0810K-01-005.002 | H & H ENTERPRISES LLC              | 10356 SHORECREST RD         | BILOXI     | MS    | 39532 |
| N                               | 23263  | 0810N-01-111.000 | HARRIEN L B                        | 2232 33RD ST                | GULFPORT   | MS    | 39501 |
|                                 | 35309  | 0810N-01-107.000 | HARRIEN L B & PATRICIA             | 2232 33RD ST                | GULFPORT   | MS    | 39501 |
|                                 | 25731  | 0810N-05-002.000 | KSD PROPERTIES LLC                 | 113 NORTH BURKE AVE         | LONG BEACH | MS    | 39560 |
|                                 | 104537 | 0810N-05-011.001 | NEW JERUSALEM BAPTIST CHURCH       | 3302 23RD AVE               | GULFPORT   | MS    | 39501 |
| N                               | 25736  | 0810N-05-010.000 | NEW JERUSALEM BAPTIST CHURCH       | 3302 23RD AVE               | GULFPORT   | MS    | 39501 |
| N                               | 87829  | 0810N-05-011.000 | NEW JERUSALEM BAPTIST CHURCH       | 3302 23RD AVE               | GULFPORT   | MS    | 39501 |
|                                 | 25733  | 0810N-05-007.000 | NFC PROPERTIES LLC                 | 9140 CANAL RD               | GULFPORT   | MS    | 39503 |
|                                 | 134879 | 0810N-05-005.001 | O'LANUBIK LLC                      | 4300 B WEST RR ST           | GULFPORT   | MS    | 39501 |
|                                 | 99982  | 0810N-05-006.002 | OLD DOC PROPERTIES LLC             | 4300-B WEST RAILROAD STREET | GULFPORT   | MS    | 39501 |
|                                 | 87452  | 0810N-01-110.000 | PARMLEY RON IRREVOCABLE LIV TRUST  | 2221 34TH ST                | GULFPORT   | MS    | 39501 |
|                                 | 25735  | 0810N-05-009.000 | PITTMAN ROSE                       | 12464 FOX FORREST DR        | GULFPORT   | MS    | 39503 |
|                                 | 21690  | 0810K-01-006.000 | SMITH FLOYD J                      | P O BOX 2009                | GULFPORT   | MS    | 39505 |





- Site
- Adjacent Properties
- US or State Highway
- Street
- Railroad
- Buildings



1 inch = 250 feet



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

**THANK YOU for your legal submission!**

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

**ORDER DETAILS****PREVIEW FOR AD NUMBER IPL00174070****LEGAL NOTICE  
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, April 22, 2021, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

**Resubdivision 2104PC052**, by owner Elliott Land Development, LLC, tax parcel 0811G-02-016.000, Divide into eight new parcels, Thorton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

**Planning Commission Approval 2104PC053**, by owners Crissy & James Ahern, tax parcel 0808F-01-001.127, Request home occupation for real estate business, 14866 McBride Cv, Zoned R-1-10 (Single-family), Ward 7

**Planning Commission Approval 2104PC061**, by owners Apache Barnes & Marcus Taylor, tax parcel 0907I-05-098.000, Request mobile home use, George Ave, Zoned R-1-5 (Single-family), Ward 6

**Planning Commission Approval 2104PC065**, by owners Laura & Ross Franchi, tax parcel 0808K-02-023.000, Request home occupation for sale of arts and crafts, 107 Fore St, Zoned R-1-10 (Single-family), Ward 5

**Resubdivision 2104PC068**, by owner Gregory Smith, tax parcel 1011D-03-005.000, Divide into 10 new parcels, Township Rd and Phillips Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

**Resubdivision 2104PC072**, by agent Carl LaRosa, tax parcels 0810N-05-002.000 and 0810N-05-001.000, Divide into 2 parcels, 3330 25th Ave and 2400 34th St, Zoned I-1 (Light industry), Ward 3

**Planning Commission Approval 2104PC073**, by owners Sarah & John Walsh, tax parcel 0911E-01-035.000, Request home occupation for real estate business, 715 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

**Zoning Map Amendment 2104PC074**, by agent Lawrence C. Rumsey, tax parcel 0807F-01-004.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15221 South Swan Rd, Ward 7

**Zoning Map Amendment 2104PC075**, by Heinrich and Associates, tax parcels 0707H-01-014.000, 0707H-01-012.000, and 0707H-01-013.000, Request to rezone from R-1-15 (Single-family) and B-4 (Highway business) to completely B-4, S Swan Rd, Ward 7

**General Plan 2104PC076**, by agent Heinrich & Associates, tax parcels 0711N-02-103.001, 0711N-02-103.002, 0711N-02-103.003, 0711N-02-103.004, 0711N-02-103.005, 0711N-02-103.006, 0711N-02-103.007, 0711N-02-103.008, and 0711N-02-103.009, Approval of General Plan for 6-lot subdivision (Beach-place), W Beach Blvd & Finley St, Zoned T4L (General Urban Zone "Limited"), Ward 2

**Resubdivision 2105PC077**, by agent Heinrich & Associates, tax parcels 0711O-03-072.000 and 0711O-03-099.000, Divide into 7 new parcels, W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

**Special Exception 2103SE036**, by owners Kyle & Emily Fitzpatrick, tax parcel 0708A-01-016.001, Request day care use, Old Hwy 49, Zoned R-O (Residence-office), Ward 7

**General Plan 2103PC045**, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 18-lot subdivision (Florence Gardens Phase VIII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (Single-family), Ward 6

This the 31st day of March 2021

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0017407

Apr 7 2021

[<< Click here to print a printer friendly version >>](#)

Wed Apr 7, 2021  
SunHerald (Biloxi)



CITY OF GULFPORT PLANNING COMMISSION

2104PC072

TRANSCRIPT OF HEARING

April 22, 2021

\*\*\*\*\*

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT  
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,  
GULFPORT, MISSISSIPPI, ON THE 22ND DAY OF APRIL 2021  
COMMENCING AT 4:30 P.M. AND REPORTED BY  
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

\*\*\*\*\*

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President  
WILLIAM "PRINCE" JONES  
VIRGINIA ADOLPH  
B.J. SELLERS  
BRANDON ELLIOTT  
CHARLIE HEWES  
JOHN ANTHONY  
TIMOTHY DAIGLE, JR.  
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES  
SU-LIN BOLIN  
MATILDA WELCH  
CORY LONG

1 6. Resubdivision 2104PC07268

2 MS. BOLIN: Item 6, Resubdivision 072, has  
3 been duly and timely noticed as required by law. The  
4 applicant requests to divide into two parcels at 3330 25th  
5 Avenue and 2400 30th Street, zoned I-1 light industry, Ward  
6 3. A copy of the packet considered is hereby offered to the  
7 record.

8 MR. WILLIAMS: Thank you.

9 Someone here to speak for this request?

10 MR. LAROSA: Carl LaRosa, 109 Youngswood  
11 Loop, Pass Christian. I'm here to represent the family.

12 What they are requesting is the 85 by 117  
13 portion that's currently in the 0810N-05-002.000 parcel be  
14 subdivided off of and added to the 001 parcel which is the  
15 one to the east. You guys can see it up on the map. I'm  
16 sure it's in your packet.

17 Basically it's Lot 8 and parcels of Lot 9.  
18 And I worked with the planning and zoning to make sure that  
19 we were all legal with our setbacks.

20 MR. WILLIAMS: Okay. Any questions of the  
21 applicant while we've got him here?

22 MR. HEWES: Just out of curiosity, are you at  
23 liberty to say what's going to happen there?

24 MR. LAROSA: Actually, what they're thinking  
25 about, the family owns both parcels so they're just swapping

1 them, and they're going to liquidate. They're not in the  
2 feed store business and the gas business. I think they want  
3 to get rid of that gas station.

4 MR. HEWES: Okay. Thank you.

5 MR. WILLIAMS: Any other questions?

6 All right. Thank you, sir. Appreciate it.

7 Anyone else here to speak for this request?

8 Anyone to speak against the request?

9 All right. Commissioners, any questions,  
10 comments? Or a motion, please.

11 MR. HEWES: Mr. Chairman, I move we approve  
12 Case Number 2104PC072.

13 MR. WILLIAMS: Thank you, sir.

14 Do I have a second to the motion to approve?

15 MR. ELLIOTT: Second.

16 MR. WILLIAMS: Got a motion and a second.

17 Any further discussion? All right. All those in favor.

18 It's been approved. Thank you.

19 (Unanimous vote.)

20

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25



1           BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2  
3 2104PC072  
4  
5

6                           COURT REPORTER'S CERTIFICATE  
7

8                   I, Norma Jean Ladner Soroë, Certified Shorthand  
9 Reporter, do hereby certify that to the best of my skill and  
10 ability I have reported the hearing held before the City of  
11 Gulfport Planning Commission and that the foregoing 3 pages  
12 constitute a true and correct transcription of said hearing  
13 held on the 22nd day of April 2021.

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

19                   Witness my signature this the 27th day of April  
20 2021.  
21  
22

23 \_\_\_\_\_  
24 NORMA JEAN LADNER SOROE, CSR #1297  
25 Certified Shorthand Reporter

# MEMORANDUM

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

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

**Date:** May 7, 2021

**Re:** Final Plat 2103PC050, by owner Brookestone Gulf Coast LLC, tax parcels 1009N-01-002.000, 1009N-01-002.001, 1009N-01-002.002, 1009N-01-002.003, 1009N-01-002.004, 1009N-01-002.005, 1009N-01-002.006, 1009N-01-002.007, 1009N-01-002.008, 1009N-01-002.009, Approval of Final Plat for 103-lot subdivision (Brookestone) with 2 outparcels, E Taylor Rd, Zoned R-2 (Single-family), Ward 5

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

**Motion:** Mr. Daigle

**Second:** Mr. Jones

|                  |            |
|------------------|------------|
| KEITH WILLIAMS   | – Chairman |
| HAROLD SPANN     | – Absent   |
| COLETTE TOWLES   | – Absent   |
| VIRGINIA ADOLPH  | – Absent   |
| CHARLIE HEWES    | – Yea      |
| BJ SELLERS       | – Yea      |
| WM. PRINCE JONES | – Yea      |
| DOUG HANCOCK     | – Yea      |
| JOHN ANTHONY     | – Yea      |
| BRANDON ELLIOTT  | – Absent   |
| TIM DAIGLE JR    | – Yea      |

**Action:** Motion was carried unanimously.

**Speaking for the Petition:**

1. Robert Knesal

**Speaking against the Petition:** None

On March 25, 2021, the Planning Commission recommended approval of the above referenced case.

**Please place the attached item on the Council agenda for May 18, 2021.**

# Technical Report

*Final Plat  
(Brookestone)*

## **GENERAL INFORMATION**

Case File Number: 2103PC050

Hearing Date: March 25, 2021

Current Zoning/Use: R-2 / Infrastructure for residential subdivision

Legal: Final Plat 2103PC050, by owner Brookestone Gulf Coast LLC, tax parcels 1009N-01-002.000, 1009N-01-002.001, 1009N-01-002.002, 1009N-01-002.003, 1009N-01-002.004, 1009N-01-002.005, 1009N-01-002.006, 1009N-01-002.007, 1009N-01-002.008, 1009N-01-002.009, Approval of Final Plat for 103-lot subdivision (Brookestone) with 2 outparcels, E Taylor Rd, Zoned R-2 (Single-family), Ward 5

## **TECHNICAL DETAILS**

The applicant requests approval of a Final Plat to create a new 103-lot residential subdivision, named Brookestone, on property that is a total 73.61 acres in area. They appear to have met the conditions set from the general plan, though one conditions of the International Fire Code will require each house to be sprinkled since there is only one entrance to the subdivision. The western area of the property that is marked as "Future Phase" on the plat was originally labeled as wetlands.

Regulations state that the minimum property size for new single family home in this zoning district is 7,500 square feet with a front yard setback of 25 feet, side and rear yard setbacks of 8 feet, and minimum lot width of 60 feet. In review of the General Plan, the applicant meets or exceeds the city's requirements for this zoning district. Street access created for this is a single-entrance/exit off of East Taylor Road.

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 has provided draft covenants for the subdivision. The proposed covenants state that each lot can only be used as a single-family home, even though it is zoned R-2, which allows for duplexes on properties over 8,000 square feet and one more unit for each 1,500 square feet over that.

## **EXECUTIVE SUMMARY**

The proposed lots meet the zoning regulations. Due to the International Fire Code, each home will need to be sprinkled since there is only one entrance.

Any approval should consider these conditions:

1. Section D 107 states that if a road has 30 or more homes, it is required to have two access Apparatus Roads or all homes must be sprinkled
2. All construction shall comply with all Building Codes and City Ordinances.



# Technical Report

*Final Plat  
(Brookestone)*

3. Homes shall be sprinkled with a D13 system. IFC D106.1 requires two access roads or meet exception.
4. Final Inspection scheduled for March 19. All punchlist items to be completed prior to approval.
5. Must provide a georeferenced .dwg file that contains Lot Lines, Water, Sewer and Drainage Infrastructure that are clearly labeled.

## ***DEPARTMENTAL CONDITIONS***

### **Engineering:**

Conditions: Final Inspection scheduled for 3/19/21. All punchlist items to be completed prior to approval. Memo dated 11 Mar 2021.

### **Public Works:**

Conditions: Final inspection scheduled for 3/19. Memo dated 11 Mar 2021.

### **Traffic and Safety:**

No conditions. Memo dated 11 Mar 2021.

### **Building Code Services:**

Conditions: All construction shall comply with all Building codes and city ordinances. Home shall be sprinkled with a D13 system. IFC D106.1 requires two access roads or meet exception. Must meet accessibility requirements. Memos dated 4 and 5 Mar 2021.

### **GIS:**

Disapprove: Provided .dwg did not contain attributes or geometry. Please include a georeferenced .dwg that contains Lot Lines, Water, Sewer and Drainage Infrastructure that are clearly labeled. Memo date 10 Mar 2021.

### **Police Department:**

No conditions. Memo dated 9 Mar 2021.

### **Fire Department:**

Conditions: Section D 107 states that if a road has 30 or more homes, it is required to have two access Apparatus Roads or all homes must be sprinkled. Memo dated 11 Mar 2021.

### **City Arborist:**

No conditions. Memo dated 4 Mar 2021.

### **Tax Assessor**

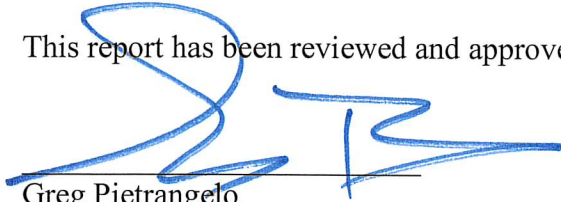
Conditions: Recommend having sectional header on survey corrected as not part of Sec. 2-7-11. Also call for lot 101 cannot be read due to type over, and 2 calls on drainage easement adjacent to lot 70 are missing calls. Once all steps are completed, approved, + finalized please record in Chancery Land records. Memo dated 8 Mar 2021.

# Technical Report

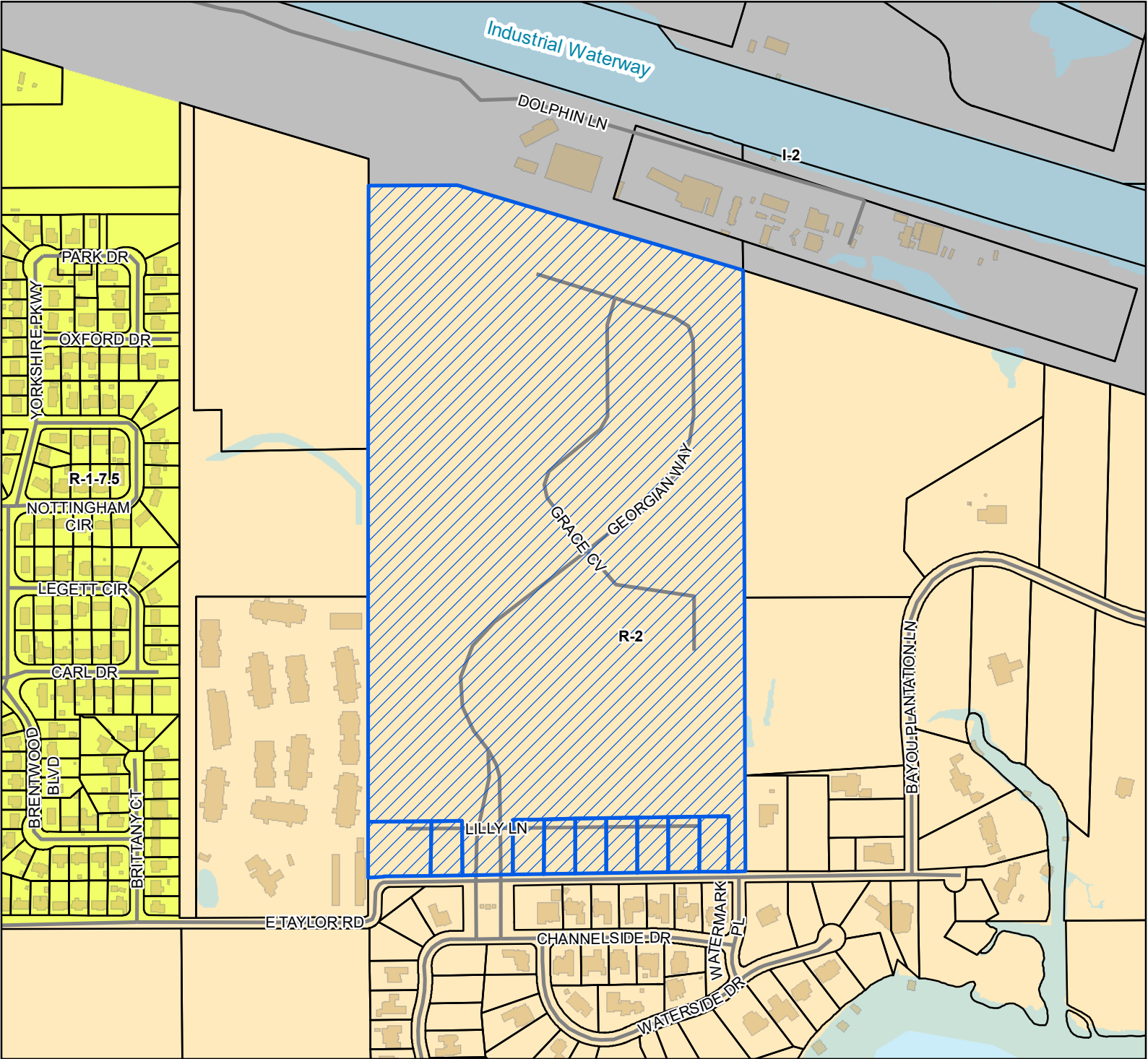
*Final Plat  
(Brookestone)*

## ***DIRECTOR APPROVAL***

This report has been reviewed and approved by:



Greg Pietrangelo  
Director of Urban Development Department



Site

Street

Parcels

Buildings

Water Features

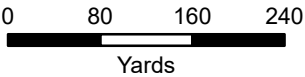
**Zoning**

I-2 - Heavy Industry District

R-1-7.5 - Single Family Residence District (Low Density)

R-2 - Single Family Residence District (Medium Density)

**Site Information**  
1009N-01-002.000, /,001, /,002, /,003, /,004, /,005, /,006, /,007, /,008, /,009,  
Zoning: R-2 (Single-family)  
Size: 73.61 acres  
Flood: 0.2% Annual, AE



1 inch = 500 feet



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





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

## APPLICATION FOR FINAL PLAT

For Staff Use Only

Case File #:

2103PC050

Date Received:

2-2-2021

Receipt #:

Received By:

[Signature]

Zoning:

Ward:

Flood:

Size:

(If necessary, use separate sheet of paper)

### Property Information

SEE ATTACHED

|              |  |  |  |  |  |   |  |  |  |  |  |   |  |  |  |  |  |   |  |  |  |  |  |
|--------------|--|--|--|--|--|---|--|--|--|--|--|---|--|--|--|--|--|---|--|--|--|--|--|
| TAX PARCEL # |  |  |  |  |  | - |  |  |  |  |  | - |  |  |  |  |  | • |  |  |  |  |  |
|              |  |  |  |  |  | - |  |  |  |  |  | - |  |  |  |  |  | • |  |  |  |  |  |
|              |  |  |  |  |  | - |  |  |  |  |  | - |  |  |  |  |  | • |  |  |  |  |  |

Address of Property Involved: 0 Taylor Road

Lot(s) \_\_\_\_\_, Block(s) \_\_\_\_\_, Subdivision \_\_\_\_\_

General Location: North of and adjacent to E. Taylor Rd., West of Bayou Plantation Lane, South of Dolphin Lane, East of Hwy 605

### GENERAL DESCRIPTION OF REQUEST:

Final Plat approval of 103 lot subdivision known as Brookestone Subdivision

### 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

Brookestone Gulf Coast, LLC

Printed Name Of Owner

111 Lundgren Lane

Mailing Address

Gulfport MS 39507

|              |              |          |
|--------------|--------------|----------|
| City         | State        | Zip code |
| 228-860-5318 | 228-860-5318 |          |

|                   |                 |
|-------------------|-----------------|
| Home Phone        | Work/Cell Phone |
| BObbyknes@aol.com |                 |

Email

[Signature]

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.**

**Tax Parcel Numbers for Brookestone Subdivision**  
**East Taylor Road, Gulfport, MS**

1009N-01-002.000

1009N-01-002.001

1009N-01-002.002

1009N-01-002.003

1009N-01-002.004

1009N-01-002.005

1009N-01-002.006

1009N-01-002.007

1009N-01-002.008

1009N-01-002.009



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

| Name                        | Name Type      |
|-----------------------------|----------------|
| Brookestone Gulf Coast, LLC | Legal          |
| Brookstone Gulf Coast, LLC  | Previous Legal |

### Business Information

|                                  |                                         |
|----------------------------------|-----------------------------------------|
| <b>Business Type:</b>            | Limited Liability Company               |
| <b>Business ID:</b>              | 1139721                                 |
| <b>Status:</b>                   | Good Standing                           |
| <b>Effective Date:</b>           | 02/21/2018                              |
| <b>State of Incorporation:</b>   | Mississippi                             |
| <b>Principal Office Address:</b> | 111 Lundgren Lane<br>Gulfport, MS 39507 |

### Registered Agent

| Name                                                            |
|-----------------------------------------------------------------|
| Robert Joseph Knesal<br>111 Lundgren Lane<br>Gulfport, MS 39507 |

### Officers & Directors

| Name                                                               | Title   |
|--------------------------------------------------------------------|---------|
| Robert Joseph Knesal<br>111 Lundgren Lane<br>Gulfport, MS 39507    | Manager |
| Barbara C Allen<br>767 Destiny Plantation Blvd<br>Biloxi, MS 39532 | Member  |



**F0100**

**2018060350**

**Fee: \$ 50**



**DELBERT HOSEMANN**  
*Secretary of State*

Business ID: 1139721  
Filed: 02/21/2018 05:28 PM  
C. Delbert Hosemann, Jr.  
Secretary of State

**P.O. BOX 136  
JACKSON, MS 39205-0136**

**TELEPHONE: (601) 359-1633**

## **Mississippi Limited Liability Company Certificate of Formation**

### **Business Information**

***Business Type:*** Limited Liability Company  
***Business Name:*** Brookstone Gulf Coast, LLC  
***Business Email:*** Bobbyknes@aol.com

### **NAICS Code/Nature of Business**

531390 - Other Activities Related to Real Estate

### **Registered Agent**

***Name:*** Robert Joseph Knesal  
***Address:*** 111 Lundgren Lane  
Gulfport, MS 3957

### **Signature**

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **02/21/2018**.

***Name:***  
Robert Joseph Knesal  
*Manager*

***Address:***  
111 Lundgren Lane  
Gulfport, MS 39507

**F0012**  
**Fee: \$ 50**



**Michael Watson**  
SECRETARY OF STATE

**2020374275**

Business ID: 1139721  
Filed: 12/09/2020 05:53 PM  
Michael Watson  
Secretary of State

## Articles/Certificate of Amendment

### Business Details

**Business ID:** 1139721

**Business Name:** Brookstone Gulf Coast, LLC

### Current Business Name

**Business Name:** Brookstone Gulf Coast, LLC

### Amended Business Name

**Business Name:** Brookestone Gulf Coast, LLC

### Current Parties On Record

**Name:**

Robert Joseph Knesal  
Manager

**Address:**

111 Lundgren Lane  
Gulfport, MS 39507

Barbara C Alllen  
Member

10740 Plantation Lane  
Gulfport, MS 39503

### Amended Parties On Record

**Name:**

Robert Joseph Knesal  
Manager

**Address:**

111 Lundgren Lane  
Gulfport, MS 39507

Barbara C Allen  
Member

767 Destiny Plantation Blvd  
Biloxi, MS 39532

### Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **12/09/2020**.

**Name:**

Brookstone Gulf Coast, LLC  
Member P.O. BOX 136  
JACKSON, MS 39205-0136

**Address:**

111 Lundgren Lane  
Gulfport, MS 39507  
TELEPHONE: (601) 359-1633

# PLAT OF BROOKESTONE

SITUATED PARTIALLY IN THE SOUTHEAST QUARTER OF SECTION 19 AND THE SOUTHWEST QUARTER OF SECTION 20,  
TOWNSHIP 7 SOUTH, RANGE 10 WEST,  
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI

**OWNER CERTIFICATE AND DEDICATION**

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DECLARES THIS TO BE A CORRECT PLAT OF LOTS 1-103, BROOKESTONE, AND THAT SAID OWNER HEREBY DEDICATES THE RIGHTS-OF-WAY, UTILITIES AND EASEMENTS UNTO THE CITY OF GULFPORT, HARRISON COUNTY FOR PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY  
BARBARA C. ALLEN  
MANAGING MEMBER  
BROOKESTONE GULF COAST, LLC.

**ACKNOWLEDGMENT**

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED THE AFORE NAMED BARBARA C. ALLEN, WHO ACKNOWLEDGED BEFORE ME THAT HE IS THE MANAGING MEMBER OF BROOKESTONE GULF COAST, LLC., AND THAT FOR AND ON BEHALF OF SAID COMPANY AND AS ITS ACT AND DEED, SHE SIGNED, SEALED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT ON THE DATE AND YEAR THEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY TO DO SO.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, PAUL A. LILES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

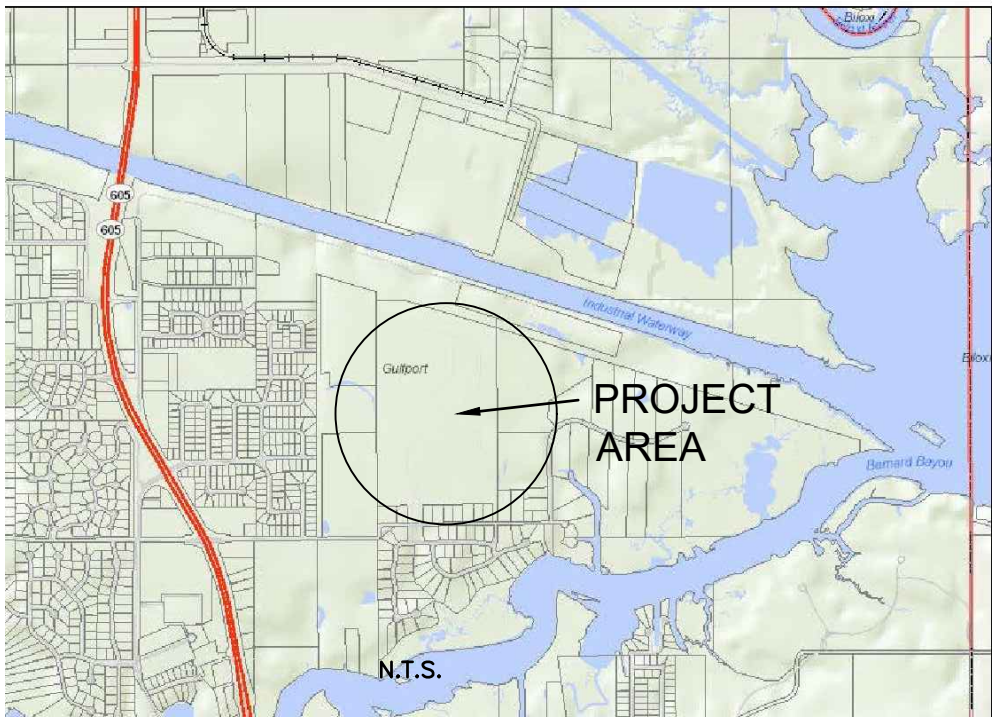
PAUL A. LILES, PLS  
P.L.S. NO. 3174

**CERTIFICATE OF COMPARISON**

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT WITH THE ORIGINAL PLAT OF LOTS 1-103, BROOKESTONE, AND FIND THE SAME TO BE AN EXACT DUPLICATE THEREOF.

WITNESS OUR SIGNATURE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.  
BY:

\_\_\_\_\_  
DEPUTY CLERK  
PAUL A. LILES, PLS  
P.L.S. NO. 3174



**CITY ENGINEER'S CERTIFICATE OF APPROVAL**

ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORD WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE PLANNING COMMISSION IN GIVING TENTATIVE APPROVAL OF THE GENERAL SUBDIVISION PLAN.

THE CITY ENGINEER IS HEREBY GIVEN ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
CITY ENGINEER

**PLANNING COMMISSION APPROVAL**

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

KEITH WILLIAMS  
PLANNING COMMISSION CHAIRMAN

**CERTIFICATE OF APPROVAL AND ACCEPTANCE**

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO.: \_\_\_\_\_, PAGES \_\_\_\_\_

CITY OF GULFPORT

BY: \_\_\_\_\_  
BILLY HEWES, MAYOR  
DATE OF EXECUTION \_\_\_\_\_

BY: \_\_\_\_\_  
MUNICIPAL CLERK  
DATE OF EXECUTION \_\_\_\_\_

**RECORDING CERTIFICATE**

FILE AND RECORDED IN DUPLICATE IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI. IN PLAT BOOK ON PAGE \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

JOHN McADAMS, CHANCERY CLERK

BY: \_\_\_\_\_ D.C.

**BASIS OF BEARINGS:**  
BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE TRUE BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

**ZONING INFORMATION:**

SUBJECT PROPERTY IS ZONED AS FOLLOWS:

R-2 (SINGLE FAMILY RESIDENCE DISTRICTS - MEDIUM DENSITY)

MINIMUM YARD REQUIREMENTS FROM PROPERTY LINES:

FRONT YARD = 25 FEET  
REAR YARD = 8 FEET  
SIDE YARD = 8 FEET

FOR MORE INFORMATION, CONTACT THE CITY OF GULFPORT PLANNING DEPARTMENT. PH: 228-868-5710

**FLOOD ZONE NOTE:**

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONES "X" AND "AE" (BASE ELEV.15), AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 28047C0267G, DATED 06/16/2009.

SHEET 1 OF 6



# PLAT OF BROOKESTONE

SITUATED PARTIALLY IN THE SOUTHEAST QUARTER OF SECTION 19 AND THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 10 WEST,  
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI

## OVERALL DESCRIPTION

A PARCEL OF LAND BEING SITUATED IN PART OF SECTIONS 19 AND 20, TOWNSHIP 7 SOUTH, RANGE 10 WEST, ST. STEPHENS MERIDIAN, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE FOUND DENOTING THE CORNER COMMON TO SECTION 19, 20, 29 AND 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST; THENCE RUN NORTH 00 DEGREES 29 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 176.75 FEET TO A 1/2 INCH IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF TAYLOR ROAD AND THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 26 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 344.93 FEET TO A FOUND DISC IN CONCRETE; THENCE RUN NORTH 00 DEGREES 12 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 1809.58 FEET TO A 1 INCH IRON PIPE FOUND; THENCE RUN NORTH 73 DEGREES 05 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 638.72 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 16 DEGREES 54 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 201.52 FEET TO A 1/2 INCH IRON ROD SET AT THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 133° 43' 40" AND A RADIUS OF 50.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 116.70 FEET TO A 1/2 INCH IRON ROD SET BEARING NORTH 86 DEGREES 48 MINUTES 03 SECONDS WEST A DISTANCE OF 91.96 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE RUN NORTH 85 DEGREES 47 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 82.31 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 99° 40' 50" AND A RADIUS OF 130.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 226.17 FEET TO A 1/2 INCH IRON ROD SET BEARING SOUTH 37 DEGREES 18 MINUTES 07 SECONDS EAST A DISTANCE OF 198.70 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE RUN SOUTH 07 DEGREES 24 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 63.53 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 216.02 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 51 DEGREES 57 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 125.57 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 43 DEGREES 40 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 92.50 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 27 DEGREES 04 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 98.36 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 10 DEGREES 29 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 98.36 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 06 DEGREES 06 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 96.66 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 20 DEGREES 18 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 71.55 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 31 DEGREES 48 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 40.16 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 51 DEGREES 57 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 72.50 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 51 DEGREES 57 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 91.86 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 49 DEGREES 18 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 118.61 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 35 DEGREES 43 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 136.98 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 20 DEGREES 28 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 57.50 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 01 DEGREES 11 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 82.46 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 04 DEGREES 31 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 141.43 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN NORTH 86 DEGREES 14 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 180.00 FEET TO A 1/2 INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 51 DEGREES 24 MINUTES 53 SECONDS AND A RADIUS OF 169.27 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 151.90 FEET TO A 1/2 INCH IRON ROD SET, BEARING SOUTH 13 DEGREES 14 MINUTES 39 SECONDS EAST A DISTANCE OF 146.85 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE RUN SOUTH 12 DEGREES 42 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 15.29 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 89 DEGREES 19 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 400.98 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 319.15 FEET TO A 1/2 INCH IRON ROD FOUND; THENCE RUN NORTH 89 DEGREES 19 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 1359.41 FEET TO THE POINT OF BEGINNING, CONTAINING 2,266,684 SQUARE FEET OR 52.04 ACRES, MORE OR LESS.

## FLOOD ZONE NOTE

BY GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED IN THE FOLLOWING FLOOD ZONES:

ZONE "X\*" (SHADED) - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD (NO BASE ELEVATION REQUIREMENT)  
ZONE "AE" - BASE FLOOD ELEVATION DETERMINED (BFE 15)

AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 285253 0267 G, REVISED 06/16/2009. CHECK WITH BUILDING OFFICIALS OR LOCAL GOVERNING AUTHORITY FOR COMMUNITY DETERMINED BASE FLOOD ELEVATION. AN EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S/ENGINEER'S OPINION OF THE PROBABILITY OF FLOODING. IN ADDITION, THIS SURVEYOR/ENGINEER ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

SHEET 2 OF 6

## SURVEY LEGEND

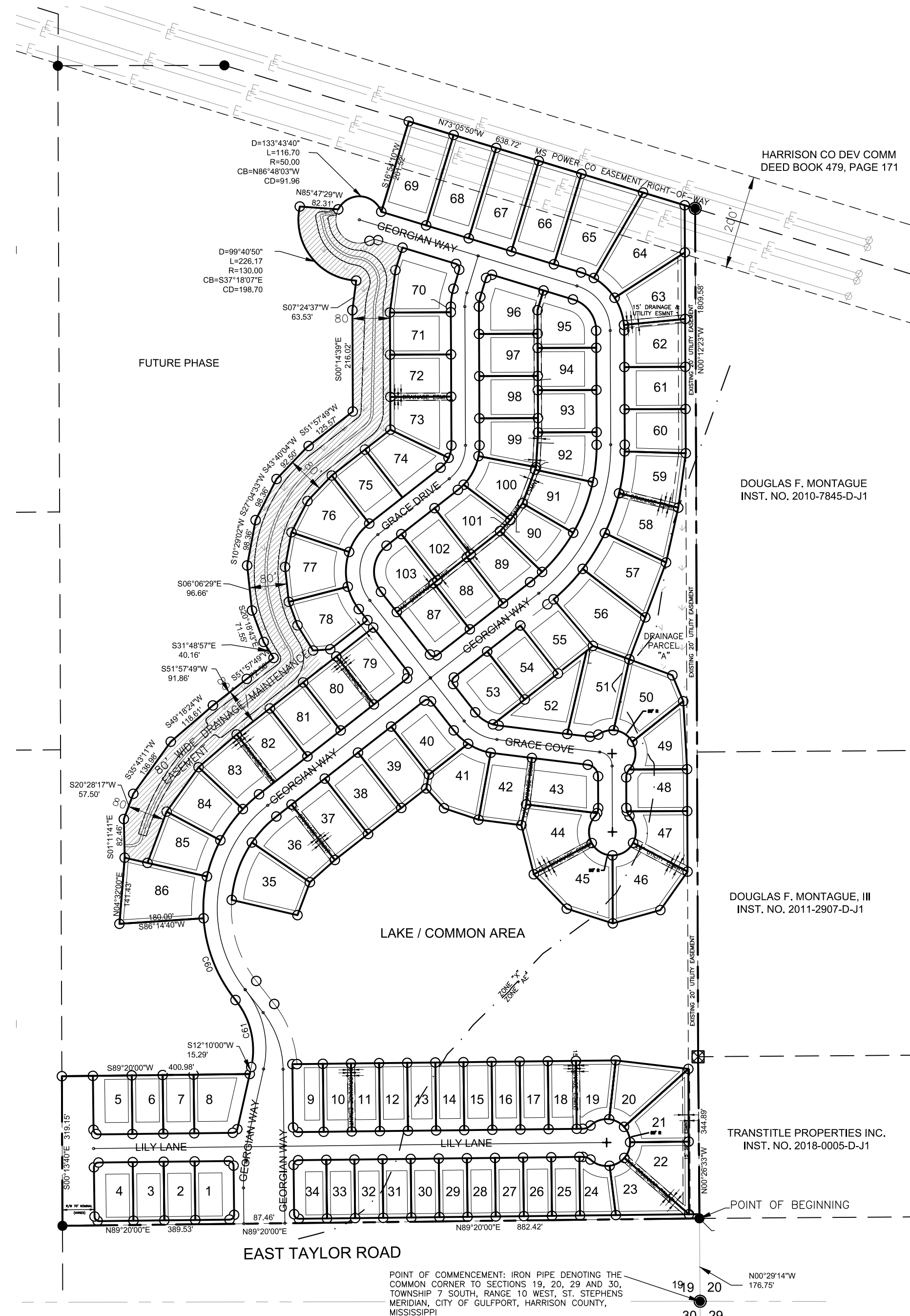
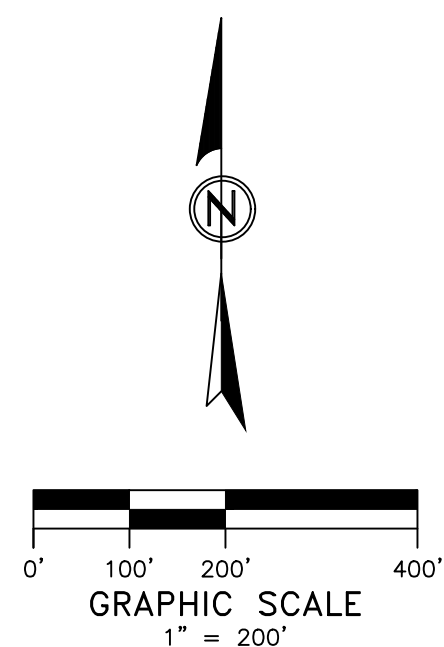
- IRF DENOTES 1/2" IRON ROD FOUND
- IPF DENOTES IRON PIPE FOUND
- CIRS DENOTES CAPPED 1/2" IRON ROD SET
- (MEAS) DENOTES MEASURED THIS SURVEY

## REFERENCE MATERIAL

HARRISON COUNTY LAND TAX ROLLS  
INSTRUMENT NUMBER 2020-3312-D-J1  
INSTRUMENT NUMBER 2018-0005-D-J1  
INSTRUMENT NUMBER 2011-2907-D-J1  
INSTRUMENT NUMBER 2010-7845-D-J1  
INSTRUMENT NUMBER 2010-8557-D-J1  
INSTRUMENT NUMBER 2010-7809-D-J1  
INSTRUMENT NUMBER 2016-1112-D-J1  
DEED BOOK 479, PAGE 171

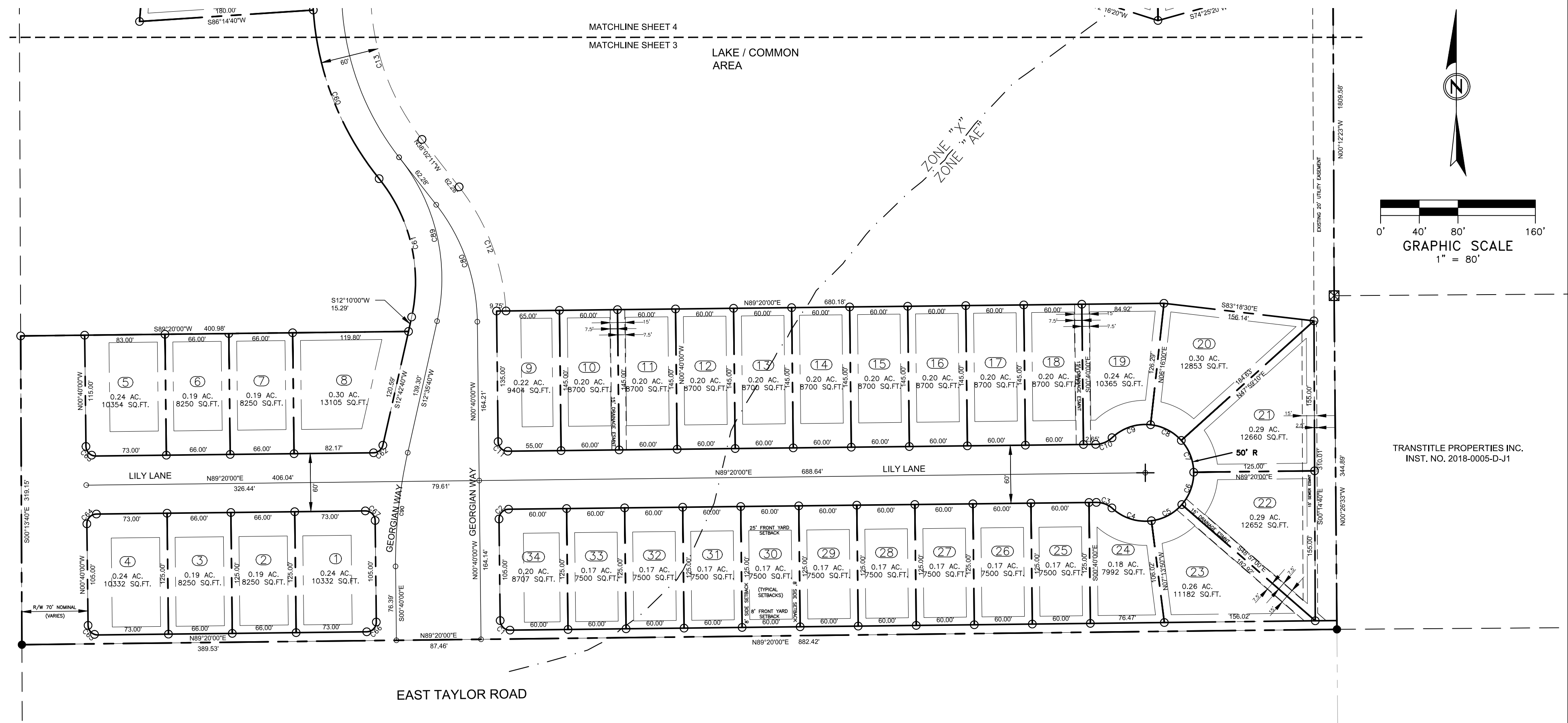
## BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE TRUE BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.



# PLAT OF BROOKESTONE

SITUATED PARTIALLY IN THE SOUTHEAST QUARTER OF SECTION 19 AND THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 10 WEST,  
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI



## FLOOD ZONE NOTE

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ZONE "X\*" (SHADED) - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD (NO BASE ELEVATION REQUIREMENT)  
ZONE "AE" - BASE FLOOD ELEVATION DETERMINED (BFE 15)

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## SURVEY LEGEND

- IRF DENOTES 1/2" IRON ROD FOUND
- IPF DENOTES IRON PIPE FOUND
- CIRS DENOTES CAPPED 1/2" IRON ROD SET
- (MEAS) DENOTES MEASURED THIS SURVEY

## BEARING NOTE

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SHEET 3 OF 6

**MACHADO | PATANO**

**CIVIL  
ELECTRICAL  
MECHANICAL  
SURVEYING**

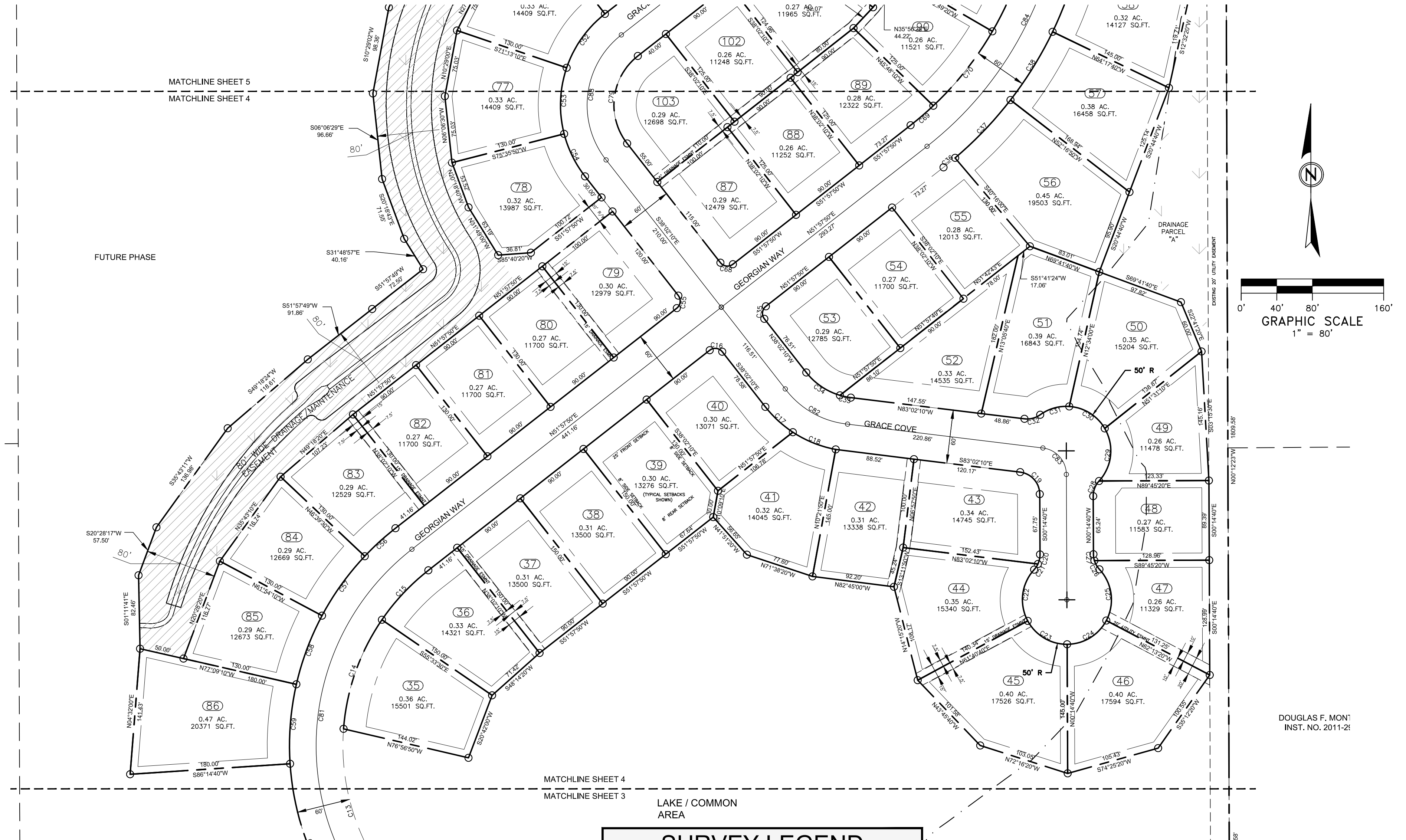
918 Howard Ave., Suite F  
Biloxi, Mississippi 39530  
O: 228.388.1950 | F: 228.388.1971  
www.mpeng.us



# PLAT OF BROOKESTONE SUBDIVISION

## PHASE 1

SITUATED PARTIALLY IN THE SOUTHEAST QUARTER OF SECTION 19 AND THE SOUTHWEST QUARTER OF SECTION 20,  
TOWNSHIP 7 SOUTH, RANGE 10 WEST,  
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI



### FLOOD ZONE NOTE

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ZONE "AE" - BASE FLOOD ELEVATION DETERMINED (BFE 15)

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### SURVEY LEGEND

- IRF DENOTES 1/2" IRON ROD FOUND
- IPF DENOTES IRON PIPE FOUND
- CIR DENOTES CAPPED 1/2" IRON ROD SET
- (MEAS) DENOTES MEASURED THIS SURVEY

### BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE TRUE BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

SHEET 4 OF 6

**MP**  
MACHADO | PATANO

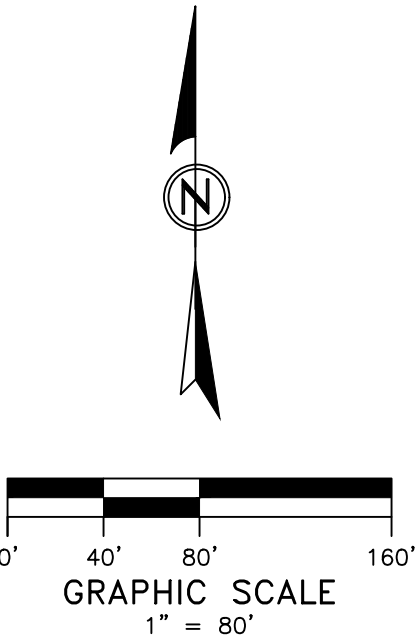
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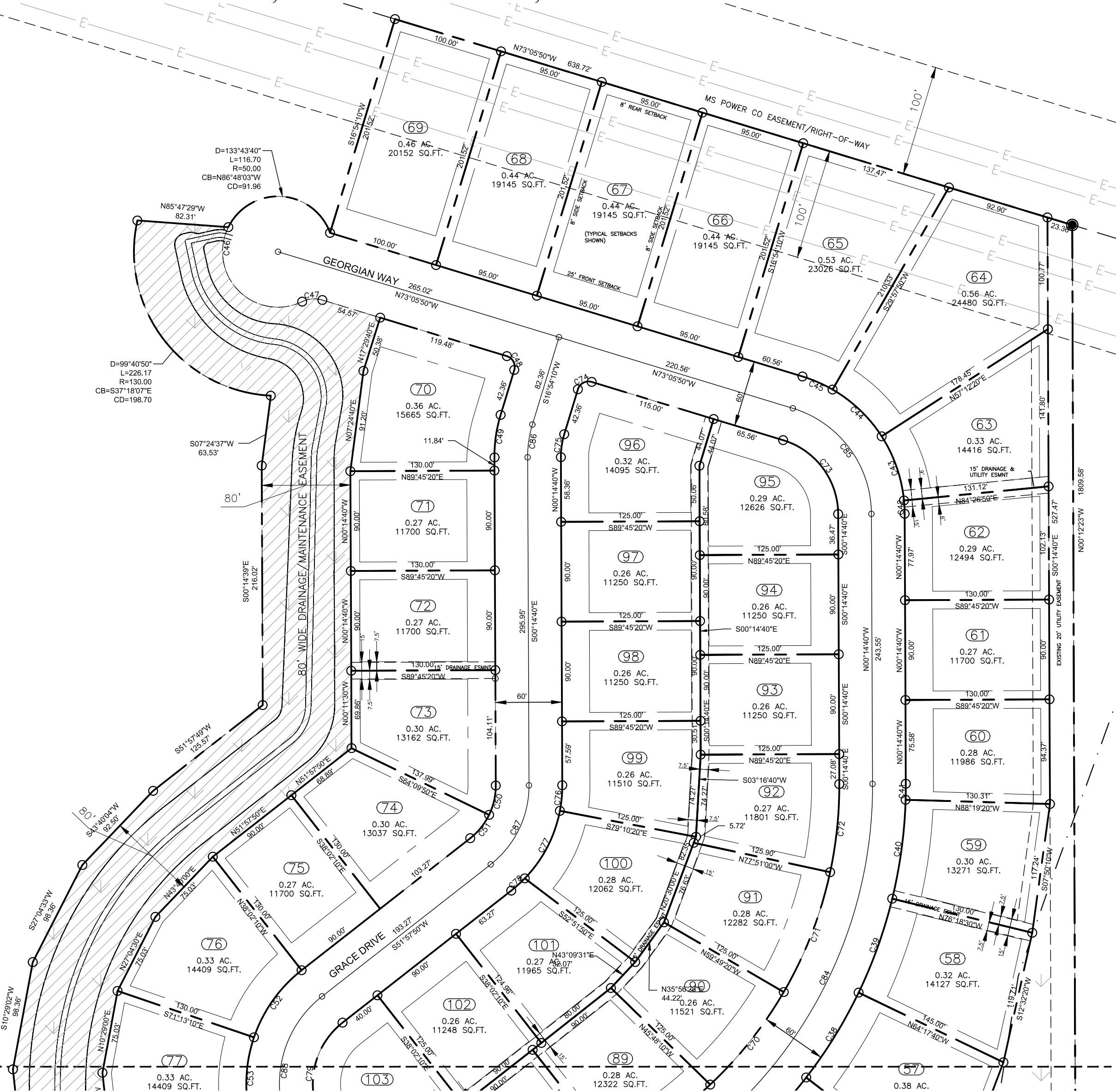


# PLAT OF BROOKESTONE

SITUATED PARTIALLY IN THE SOUTHEAST QUARTER OF SECTION 19 AND THE SOUTHWEST QUARTER OF SECTION 20,  
TOWNSHIP 7 SOUTH, RANGE 10 WEST,  
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI



FUTURE PHASE



## FLOOD ZONE NOTE

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## SURVEY LEGEND

- |        |                                  |
|--------|----------------------------------|
| ● IRF  | DENOTES 1/2" IRON ROD FOUND      |
| ● IPF  | DENOTES IRON PIPE FOUND          |
| ○ CIRS | DENOTES CAPPED 1/2" IRON ROD SET |
| (MEAS) | DENOTES MEASURED THIS SURVEY     |

## BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE TRUE BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

SHEET 5 OF 6



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# PLAT OF BROOKESTONE

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CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI

| CURVE TABLE |           |         |         |               |                |
|-------------|-----------|---------|---------|---------------|----------------|
| CURVE NO.   | DELTA     | RADIUS  | LENGTH  | CHORD BEARING | CHORD DISTANCE |
| C1          | 90°00'00" | 10.00'  | 15.71'  | N45°40'02"W   | 14.14'         |
| C2          | 90°00'00" | 10.00'  | 15.71'  | N44°19'58"E   | 14.14'         |
| C3          | 39°57'13" | 25.00'  | 17.43'  | S70°31'31"E   | 17.08'         |
| C4          | 50°51'43" | 50.00'  | 44.39'  | S71°56'09"E   | 42.94'         |
| C5          | 41°43'06" | 50.00'  | 36.41'  | N61°54'37"E   | 35.61'         |
| C6          | 41°43'06" | 50.00'  | 36.41'  | N20°11'31"E   | 35.61'         |
| C7          | 41°20'47" | 50.00'  | 36.08'  | N21°20'26"W   | 35.30'         |
| C8          | 41°43'06" | 50.00'  | 36.41'  | N62°52'22"W   | 35.61'         |
| C9          | 49°46'07" | 50.00'  | 43.43'  | S71°23'01"W   | 42.08'         |
| C10         | 42°50'00" | 25.00'  | 18.69'  | S67°54'58"W   | 18.26'         |
| C11         | 90°00'00" | 10.00'  | 15.71'  | N45°40'02"W   | 14.14'         |
| C12         | 34°40'44" | 230.00' | 139.21' | N20°41'49"W   | 137.09'        |
| C13         | 42°22'41" | 250.00' | 184.91' | N16°50'50"W   | 180.72'        |
| C14         | 30°05'57" | 250.00' | 131.33' | N19°23'29"E   | 129.83'        |
| C15         | 17°31'22" | 250.00' | 76.46'  | N43°12'08"E   | 76.16'         |
| C16         | 90°00'00" | 10.00'  | 15.71'  | S83°02'11"E   | 14.14'         |
| C17         | 18°34'47" | 130.00' | 42.16'  | S47°19'34"E   | 41.97'         |
| C18         | 23°01'14" | 130.00' | 52.23'  | S68°07'35"E   | 51.88'         |
| C19         | 82°47'31" | 25.00'  | 36.12'  | S41°38'25"E   | 33.06'         |
| C20         | 25°21'01" | 25.00'  | 11.06'  | S12°25'51"W   | 10.97'         |
| C21         | 17°29'00" | 25.00'  | 7.63'   | S33°50'51"W   | 7.60'          |
| C22         | 70°51'20" | 50.00'  | 61.83'  | S07°09'41"W   | 57.97'         |
| C23         | 61°58'41" | 50.00'  | 54.09'  | S59°15'19"E   | 51.49'         |
| C24         | 61°58'41" | 50.00'  | 54.09'  | N58°46'01"E   | 51.49'         |
| C25         | 70°51'20" | 50.00'  | 61.83'  | N07°39'00"W   | 57.97'         |
| C26         | 26°13'04" | 25.00'  | 11.44'  | N29°58'08"W   | 11.34'         |
| C27         | 16°36'57" | 25.00'  | 7.25'   | N08°33'07"W   | 7.22'          |
| C28         | 42°50'00" | 25.00'  | 18.69'  | N21°10'21"E   | 18.26'         |
| C29         | 72°51'43" | 50.00'  | 63.58'  | N06°09'30"E   | 59.39'         |
| C30         | 55°53'56" | 50.00'  | 48.78'  | N58°13'20"W   | 46.87'         |

| CURVE TABLE |           |         |         |               |                |
|-------------|-----------|---------|---------|---------------|----------------|
| CURVE NO.   | DELTA     | RADIUS  | LENGTH  | CHORD BEARING | CHORD DISTANCE |
| C31         | 39°41'53" | 50.00'  | 34.64'  | S73°58'45"W   | 33.95'         |
| C32         | 42°50'00" | 25.00'  | 18.69'  | S75°32'49"W   | 18.26'         |
| C33         | 9°33'24"  | 75.00'  | 12.51'  | N78°15'29"W   | 12.50'         |
| C34         | 35°26'36" | 75.00'  | 46.40'  | N55°45'29"W   | 45.66'         |
| C35         | 90°00'00" | 10.00'  | 15.71'  | N06°57'49"E   | 14.14'         |
| C36         | 2°13'49"  | 430.00' | 16.74'  | N50°50'55"E   | 16.74'         |
| C37         | 12°00'51" | 430.00' | 90.17'  | N43°43'35"E   | 90.00'         |
| C38         | 12°00'51" | 430.00' | 90.17'  | N31°42'44"E   | 90.00'         |
| C39         | 12°00'51" | 430.00' | 90.17'  | N19°41'54"E   | 90.00'         |
| C40         | 12°00'51" | 430.00' | 90.17'  | N07°41'03"E   | 90.00'         |
| C41         | 1°55'16"  | 430.00' | 14.42'  | N00°42'59"E   | 14.42'         |
| C42         | 5°18'31"  | 130.00' | 12.04'  | N02°53'54"W   | 12.04'         |
| C43         | 27°14'30" | 130.00' | 61.81'  | N19°10'25"W   | 61.23'         |
| C44         | 27°14'30" | 130.00' | 61.81'  | N46°24'55"W   | 61.23'         |
| C45         | 13°03'40" | 130.00' | 29.63'  | N66°34'00"W   | 29.57'         |
| C48         | 90°00'00" | 10.00'  | 15.71'  | S28°05'50"E   | 14.14'         |
| C49         | 17°08'49" | 130.00' | 38.91'  | S08°19'45"W   | 38.76'         |
| C50         | 26°06'57" | 60.00'  | 27.35'  | S12°48'49"W   | 27.11'         |
| C51         | 26°05'32" | 60.00'  | 27.32'  | S38°55'04"W   | 27.09'         |
| C52         | 33°11'02" | 130.00' | 75.29'  | S35°22'19"W   | 74.24'         |
| C53         | 33°11'02" | 130.00' | 75.29'  | S02°11'17"W   | 74.24'         |
| C54         | 23°37'56" | 130.00' | 53.62'  | S26°13'12"E   | 53.24'         |
| C55         | 90°00'00" | 10.00'  | 15.71'  | S06°57'49"W   | 14.14'         |
| C56         | 8°37'15"  | 310.00' | 46.64'  | S47°39'12"W   | 46.60'         |
| C57         | 15°14'46" | 310.00' | 82.49'  | S35°43'11"W   | 82.25'         |
| C58         | 15°15'03" | 310.00' | 82.51'  | S20°28'17"W   | 82.27'         |
| C59         | 16°33'15" | 310.77' | 89.79'  | S04°31'38"W   | 89.48'         |
| C60         | 35°08'23" | 310.00' | 190.12' | S21°19'29"E   | 187.16'        |
| C61         | 51°24'53" | 169.27' | 151.90' | S13°14'39"E   | 146.85'        |
| C62         | 76°37'17" | 10.00'  | 13.37'  | S51°01'19"W   | 12.40'         |

| CURVE TABLE |           |         |         |               |                |
|-------------|-----------|---------|---------|---------------|----------------|
| CURVE NO.   | DELTA     | RADIUS  | LENGTH  | CHORD BEARING | CHORD DISTANCE |
| C63         | 90°00'00" | 10.00'  | 15.71'  | N45°40'02"W   | 14.14'         |
| C64         | 90°00'00" | 10.00'  | 15.71'  | N44°19'58"E   | 14.14'         |
| C65         | 90°00'00" | 10.00'  | 15.71'  | N45°40'02"W   | 14.14'         |
| C66         | 89°56'50" | 10.00'  | 15.71'  | S44°19'58"W   | 14.14'         |
| C67         | 89°58'30" | 10.00'  | 15.71'  | S45°40'02"E   | 14.14'         |
| C68         | 90°00'00" | 10.00'  | 15.71'  | N83°02'11"W   | 14.14'         |
| C69         | 5°12'52"  | 370.00' | 33.67'  | S49°21'23"W   | 33.66'         |
| C70         | 16°34'19" | 370.00' | 107.02' | S38°27'48"W   | 106.64'        |
| C71         | 18°01'34" | 370.00' | 116.41' | S21°09'52"W   | 115.93'        |
| C72         | 12°23'44" | 370.00' | 80.05'  | S05°57'13"W   | 79.89'         |
| C73         | 72°51'11" | 70.00'  | 89.01'  | S36°40'15"E   | 83.13'         |
| C74         | 90°00'08" | 10.00'  | 15.71'  | N61°54'14"E   | 14.14'         |
| C75         | 17°08'50" | 70.00'  | 20.95'  | N08°19'45"E   | 20.87'         |
| C76         | 11°04'09" | 120.03' | 23.19'  | N05°17'28"E   | 23.15'         |
| C77         | 33°15'40" | 120.00' | 69.66'  | N27°27'31"E   | 68.69'         |
| C78         | 7°52'27"  | 120.00' | 16.49'  | N48°01'36"E   | 16.48'         |
| C79         | 90°00'00" | 70.00'  | 109.96' | N06°57'49"E   | 98.99'         |
| C80         | 37°22'09" | 200.00' | 130.44' | N19°21'06"W   | 128.14'        |
| C81         | 90°00'00" | 280.00' | 439.82' | S06°57'49"W   | 395.98'        |
| C82         | 47°28'11" | 100.02' | 82.87'  | S60°32'11"E   | 80.52'         |
| C83         | 82°47'31" | 30.00'  | 43.35'  | N41°38'25"W   | 39.68'         |
| C84         | 52°12'29" | 400.00' | 364.48' | N25°51'35"E   | 352.00'        |
| C85         | 72°51'11" | 100.00' | 127.15' | N36°40'15"W   | 118.76'        |
| C86         | 17°08'49" | 100.00' | 29.93'  | S08°19'45"W   | 29.82'         |
| C87         | 52°12'29" | 90.00'  | 82.01'  | N25°51'35"E   | 79.20'         |
| C88         | 90°00'00" | 100.00' | 157.08' | S06°57'49"W   | 141.42'        |
| C89         | 51°24'21" | 200.05' | 179.49' | N13°06'29"W   | 173.53'        |
| C90         | 13°16'04" | 523.26' | 121.17' | S05°57'39"W   | 120.90'        |

## FLOOD ZONE NOTE

BY GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED IN THE FOLLOWING FLOOD ZONES:

ZONE "X\*" (SHADED) – AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD (NO BASE ELEVATION REQUIREMENT)  
ZONE "AE" – BASE FLOOD ELEVATION DETERMINED (BFE 15)

AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 285253 0267 G, REVISED 06/16/2009. CHECK WITH BUILDING OFFICIALS OR LOCAL GOVERNING AUTHORITY FOR COMMUNITY DETERMINED BASE FLOOD ELEVATION. AN EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S/ENGINEER'S OPINION OF THE PROBABILITY OF FLOODING. IN ADDITION, THIS SURVEYOR/ENGINEER ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

## SURVEY LEGEND

- |        |                                  |
|--------|----------------------------------|
| ● IRF  | DENOTES 1/2" IRON ROD FOUND      |
| ● IPF  | DENOTES IRON PIPE FOUND          |
| ○ CIRS | DENOTES CAPPED 1/2" IRON ROD SET |
| (MEAS) | DENOTES MEASURED THIS SURVEY     |

## BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE TRUE BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

SHEET 6 OF 6

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## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKESTONE SUBDIVISION**

WHEREAS, Brookstone Gulf Coast, LLC is the owner of certain land and property lying and being situated in the First Judicial District of Harrison County, Mississippi, being BROOKESTONE SUBDIVISION, a subdivision according to a map or plat of which is on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi in Plat Book \_\_\_\_ at Page \_\_\_\_ thereof.

WHEREAS, said owner, hereinafter referred to and called the "Declarant", desires to impose certain Restrictive and Protective Covenants upon all lots of said subdivision for the protection and benefit of those purchasing lots therein.

NOW THEREFORE, in consideration of the advantages to accrue through such restrictive and protective covenants and for other good and valuable consideration, the Declarant does hereby covenant and agree with all future owners of lots in the aforesaid subdivision that the following restrictive and protective covenants shall apply to all the lots in said subdivision, and to all improvements thereon, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and benefit to Declarant, his successors and assigns, and to any persons acquiring title to or owning an interest in the said real property and improvements, their successors, executors, heirs, administrators devisees and assigns.

### **ARTICLE I RESTRICTIONS AS TO USE, OCCUPANCY AND APPEARANCE**

**Section 1. General.** All of the Lots shall be used and occupied as single-family residences and no structures shall be erected; altered, placed or permitted to remain other than single family dwellings with a private garage for not more than three (3) vehicles and one (1) storage or outbuilding. No building, fence, wall or other structure shall be erected or placed on any Lot, except in accordance with the provisions of this Declaration, including written permission of the Architectural Control Committee. No alteration to the exterior (appearance) of any dwelling, lot, building, fence, or other structure shall be made without the written permission of the Architectural Control Committee created hereunder. Each Owner shall be responsible for his/her own exterior maintenance, landscaping, and maintenance of the landscaping, so long as it does not interfere with the adjoining Lot Owner, and is consistent with these Covenants, Conditions and Restrictions, and harmonious with the surrounding improvements.

**Section 2. Building Setback Requirements.** No building shall be located on any lot in the subdivision nearer than twenty (25) feet to the front lot line, nearer than eight (8) feet to any interior lot line or nearer than eight (8) feet to the back or rear lot line. No building shall be



located nearer than fifteen (15) feet to the side street line for corner lots (determination of the location of the rear and side yard setbacks for corner lots shall be based on the orientation of the residential building to be built on the lot). For the purpose of these covenants, conditions and restrictions, eaves, steps and open patios shall not be considered a part of the building.

**Section 3. Dwelling Size.** All residences constructed on Lots One through Thirty-four (1-34) shall contain a minimum square footage in accordance with the following schedule: all residences shall contain a minimum of 1,800 square feet of heated and cooled floor area (exclusive of decks, porches and garages). All residences constructed on Lots Thirty-five through One hundred and three (35-103) shall contain a minimum square footage in accordance with the following schedule: all residences shall contain a minimum of 2,500 square feet of heated and cooled floor area (exclusive of decks, porches and garages).

**Section 4. Fences.** All fences constructed on any lot or building site must be approved by the Architectural Control Committee prior to construction in accordance with Section 1 of Article II of these covenants, conditions and restrictions. The Homeowner's Association will be responsible for the maintenance of the fence along East Taylor Road.

**Section 5. Temporary Structures.** No structure of a temporary nature (trailer, shack, tent or other building), shall be moved to, placed upon or used on any Lot at any time, either temporarily, permanently, excepting, however, that during periods of construction, contractors shall be permitted a single storage shed on each separate construction site.

**Section 6. Building Condition, General Appearance. Nuisance, and Health Regulations.** All Lots shall be maintained in good repair, shall be clean and sanitary at all times, and no nuisance and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

**Section 7. Noxious and Offensive Trade.** No noxious or offensive trade or activity shall be carried out upon a Lot nor shall anything be done thereon which may be or become an annoyance to the other Lot Owners. Floodlights, bells, telephones, music, number or noise level of pets, air pollutants, etc. shall not be such as to constitute a nuisance to or impair the enjoyment of neighboring Lots.

**Section 8. Signs.** No professional, commercial or other signs of any kind shall be erected or maintained on any Lot or building by any Owner except with the written permission and direction of the Homeowner's Association, or except as may be required by legal proceedings. It being understood that the Association will not grant permission unless reasonably necessary to avert serious hardship to an Owner. However, an Owner may place a professionally made "For Rent" or "For Sale" sign no larger than three (3) square feet in size on the Lot. This restriction is not applicable to the Declarant during any such period of time that Declarant owns any Lot and is offering any Lot for sale.

**Section 9. No Clothes Lines.** No outside clothes lines or other items detrimental to the appearance of the Lots shall be permitted on any Lot. All personal garbage and trash receptacles, which are to be furnished by the Owner, must be hidden from view.

**Section 10. Animals.** No livestock, animals, chickens or fowl of any kind or nature shall be permitted on a Lot except for dogs and cats owned as personal pets which shall not be kept in such number as to be an annoyance to other Owners of Lots. In addition, no dogs or cats shall be permitted on a Lot except inside a Home or fenced-in area, without being on a leash and under the immediate control of a responsible Lot Owner. All such pets must be walked in appropriate areas, and owners of such pets must clean up after their pets. If any such pet owner fails to properly clean up after his pet, the Homeowner's Association shall perform such service and shall bill the pet owner accordingly. The Homeowner's Association shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to ensure that such pets are not and do not become a nuisance.

**Section 11. Nuisances.** No nuisance shall be allowed upon a Lot, nor any use or practice that is the source of annoyance to Lot Owners or which interferes with the peaceful possession and proper use of a Lot by its owners. All parts of a Lot shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit clothes, towels, or other items of personal property to be hung, draped, or otherwise displayed on the patio for the purpose of drying or for any other purpose in a manner which would allow said clothing, towel or other personal property to be viewed by any other person occupying or using the Lot. No Owner shall permit any noise to originate from his Lot that would be an annoyance or nuisance to owners of adjoining Lots, including, but not limited to, radios, record players, stereos, musical instruments, singing, barking of dogs, and meowing of cats.

**Section 12. Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of a Lot nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of a Lot shall be the same as the responsibility for the maintenance and repair of the Lot concerned.

**Section 13. Leasing.** Entire single-family dwellings may be rented provided that the single-family dwelling is used only as a single-family residence; that the lease or rental period is for not less than one hundred eighty (180) consecutive days; that the single-family dwelling is occupied by only one family having no more members than the single family dwelling is designed to accommodate; and provided that such use by the tenant or tenants does not create a nuisance. A Lot Owner may lease or rent his own single-family dwelling to any lessee provided that the Lot Owner furnishes the Association with the names of all the tenants. All lessees are subject to the provisions of the Declaration and the By-Laws and failure to comply with said provisions shall be a default under any lease of any single-family dwelling whether so stated in said lease. All of the foregoing may be enforced by the Association.

**Section 14. Parking.** No boat trailer, house trailer, commercial truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles, pickups and operating passenger vans: (vans are limited to those that are no wider than American made family automobiles) shall be parked or stored in any driveway or on any Lot in the subdivision or on the street or road rights-of-way in front of any such Lot so as

to be visible from the street or be visible to the other residences in the subdivision. All vehicles belonging to Owners or tenants occupying any single-family dwelling, building site or Lot in the subdivision must be operable and not in storage and/or being repaired. No trailer/tractor, bus, or other commercial vehicle shall be parked on any Lot, building site, or adjoining street right-of-way overnight. No automobiles or other vehicles shall be parked on the street or rights-of-way overnight or parking in yards at any time.

**Section 15. Maintenance of Vacant Lots or Building Sites.** If construction of a single-family dwelling is not commenced within two (2) years after the purchase of a Lot, then the Owner shall remove all unsightly debris which is visible from the street. Clearing of the Lot shall not be required except that no underbrush or grass shall be allowed to cover the curbing or sidewalks, if installed. If construction of a single-family dwelling is not started within five (5) years after the purchase of a Lot, it shall be cleared of underbrush up to the building setback lines abutting streets and maintained on a monthly basis during the growing season.

**Section 16. Antennas, Satellite Dishes, and Basketball Goals.** No ham radio antennas, citizen band radio antennas, television antennas, or any other type of antenna shall be allowed or permitted to be erected or located or to remain on any Lot at any time. Any television satellite dishes erected and properly located on a Lot or building site in the subdivision shall be the RCA type and shall not exceed eighteen (18) inches in diameter. Basketball goals, posts or backboards shall not be erected on any street or right-of-way.

**Section 17. Maintenance of Landscaping.** Each Owner shall maintain the appearance of his or her Lot or building site in high quality condition and will provide and maintain landscaping on the Lot or building site. Grass, flowers and shrubbery must be kept in an orderly fashion. No bamboo hedges shall be allowed within the required twenty-five (25) foot front setback area.

**Section 18. Sewage and Drainage Control.** No activities shall be permitted that discharge pollutants into the surface drainage system or sewage collection system.

**Section 19. Adjoining Lots.** If one or more Lots, or one Lot and all or a portion of an adjacent Lot, within the subdivision, are utilized for one single family residential purpose, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single-family residence. Should a property owner in an adjoining subdivision purchase a Lot abutting their existing residence, said Lot in BROOKESTONE SUBDIVISION shall be maintained as required in Section 13, Article I of these Covenants. No fences shall be erected within 50 feet of the front property line nor to a height greater than four feet in the front yard. No accessory structures will be allowed to be constructed which could appear to be servicing the adjacent residence. No automobiles, boats, motor homes, campers or other type vehicles may be stored on the Lots.

**Section 20. Subdivision of Lots.** No Lot over which these covenants govern may be subdivided so as to reduce the originally platted size or square footage unless the fractional portion of the Lot is added to an adjacent Lot within BROOKESTONE SUBDIVISION. The remaining fractional portion of the affected Lot shall meet the minimum Lot size (dimensional



and area) requirements, unless it is to be added to the adjoining Lot on the opposite side Lot line.

**Section 21. Reservation of Easement.** Easements are reserved over and across each Lot in the subdivision as shown on the recorded plat for the purpose of installing, repairing and maintaining or conveying to proper parties for the installation, repair or maintenance of utilities for the Lots or building sites in the subdivision, and said easements shown or reserved on the recorded plat of the subdivision, if any, are hereby adopted as part of these restrictions.

**Section 22. Sidewalks.** Sidewalks must be installed across every Lot prior to occupancy of any single-family dwelling. If construction of a single-family dwelling is not commenced within three (3) years after the purchase of a Lot, then the Owner shall cause to have installed a sidewalk across said Lot. In the event sidewalks are not installed as herein prescribed, the Homeowners Association shall be authorized to cause to have installed said sidewalks, the cost of which shall become a special assessment against the affected Lot. Location of sidewalks shall be consistent with existing sidewalks, if any, on the adjoining Lot. The location of said sidewalk shall be approved by the Architectural Control Committee

**Section 23. Storage or Outbuildings.** Only one storage or outbuilding, shall be placed, permitted, or allowed on each Lot. The size and design of any such outbuilding must be approved in writing by the Architectural Control Committee and must conform to all set back requirements contained in Section 2 of Article I of these covenants and those set back requirements of the City of Gulfport and any other applicable government entity.

**Section 24. Regulations.** Reasonable regulations concerning the use of a Lot may be made and amended from time to time by the Homeowner's Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Homeowner's Association to all Owners and residents of Lots upon request.

**Section 25. Proviso.** Provided, however, that until Declarant has completed all of the contemplated improvements and closed the sale of Fifty (50) Lots in BROOKESTONE SUBDIVISION, neither the Owners nor the Homeowner's Association nor the use of the Lots shall interfere with the completion of the contemplated improvements and the sale of Lots by Declarant. Declarant may make such use of the unsold Lots and common areas, if any, as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of Lots and the display of signs.

## ARTICLE II

### ARCHITECTURAL CONTROL

**Section 1. Architectural Approval.** Owners of single-family dwellings constructed in this subdivision shall be responsible for making needed repairs in a timely manner and maintaining the landscaping of each individual Lot at least to the standard initially established by

the developer. The final building plans and specifications for the construction of any residence, garage, outbuilding, fence, wall and pool (or alteration or repainting of any such structure) shall be submitted for approval in writing by a three (3) member Architectural Control Committee. All plans for residences, garages, outbuildings, pools, and landscaping must be stamped and signed by the Architectural Committee before any construction shall begin. Anyone not abiding by this will subject themselves to penalties, fines, halting construction, and removing any construction that does not meet the Architectural Committee approval. Any owner who wishes to modify or change the color scheme of his home shall be required to submit the change to the Architectural Control Committee for approval. The Committee shall act with all reasonable promptness upon receipt of plans and specifications submitted in accordance with this paragraph to approve or disapprove such plans and specifications. If the committee shall fail to approve or disapprove such plans and specifications within twenty (20) days of receipt of written demand for the approval of such plans and specifications, the Committee shall be deemed to have approved such plans and specifications. The initial Architectural Control Committee shall consist of the Declarant and four (4) other persons appointed by the Declarant.

**Section 2. Architectural Control Committee.** Upon the death or resignation of a member or members of the committee, the remaining member or members shall have full authority to designate successor members. The Declarant shall have the authority to appoint committee members in addition to the four (4) original members. Neither the members of the committee nor its designated representatives shall be entitled to any type of compensation for services performed pursuant to this covenant. Upon the sale of Fifty (50) Lots in said subdivision, a four (4) member Architectural Control Committee shall be elected by the Homeowner's Association. The Architectural Control Committee shall establish its rules of procedure, including the method of filling vacancies.

**Section 3. Granting of Variances.** When a single family dwelling or other structure has been erected or its construction substantially advanced and the structure is located on any Lot in a manner that constitutes a violation of these covenants, conditions and restrictions or the building setback lines shown on the recorded plat or if the Architectural Control Committee, in its sole discretion, determines that a variance is desirable in order to best accommodate the location of a planned building on a particular Lot, the Architectural Control Committee may release the Lot, or parts of it, from any part of the covenants, conditions and restrictions, or setback lines that are violated. The Architectural Control Committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion. Provided, however, that the Architectural Control Committee shall have no authority to grant a variance of a Harrison County Subdivision regulations, including, but not limited to, those that may be contained in these covenants, conditions and restrictions. Neither the Board of Directors of the Homeowner's Association, nor the Architectural Control Committee, nor any of the respective members, shall in any way be liable or be held liable to any Owner, the Homeowner's Association, or any other person or entity resulting from its good faith exercise of the discretionary authority conferred by this Section.

## ARTICLE III

### GENERAL PROVISIONS

**Section 1. Enforcement.** The Homeowner's Association, the Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Homeowner's Association, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that a Court of competent jurisdiction shall determine that any Lot owner shall have violated or have attempted to violate any of the covenants herein, the owner of the Lot or Lots causing the violation upon which the violation occurs shall pay all attorney's fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants. Said attorney's fees, court costs and other expenses allowed and assigned by the Court shall become a lien upon the lot and improvements.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.**

(a) The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of 25 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years.

(b) This Declaration may be amended anytime during the initial 25-year period or any extensions thereof by Declarant or its nominees, provided they own at least fifty-one percent (51%) of the numbered lots in the subdivision. Beginning five (5) years from the date of recordation of the Declaration and for the remainder of the initial 25-year period or any extensions, the Covenants may also be amended by the written consent of at least seventy-five percent (75%) of the Lot Owners, exclusive of their mortgagees. Any amendment must be recorded.

(c) Notwithstanding anything herein contained to the contrary, the developer reserves and shall have the right for a period of three (3) years from the date of the recording of these Covenants, Conditions and Restrictions to unilaterally amend this Declaration in whole or in part in order to (1) conform this Declaration to the requirements of any governmental agency, federal, state or local, (2) to conform to the requirements of any mortgage lender, or (3) to insure the reasonable development of the property. The developer shall retain total control of the property, the development thereof, and the improvements thereon including, without limitation, plan approval, until the development is complete and sixteen (16) of the lots have been sold.



WITNESS ITS SIGNATURE on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

BROOKESTONE GULF COAST, LLC, Owner

BY: \_\_\_\_\_  
Barbara C. Allen, Managing Member

Declarants Address and Phone Number

Barbara C. Allen  
767 Destiny Plantation Blvd  
Biloxi, MS 39532

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY, came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Barbara C. Allen, who acknowledged to and before me that she is a Managing Member of Brookestone Gulf Coast, LLC a Mississippi limited liability company, and for and on behalf of said company, and as its act and deed he signed, executed and delivered the above and foregoing instrument of writing on the date first above written, she having been first duly authorized so to do.

GIVEN under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

**PREPARED BY AND RETURN TO:**

Robert J. Knesal  
111 Lundgren Lane  
Gulfport, MS 39507  
228-860-5318

# **Brookestone Subdivision Architectural Review Guidelines**

## **I. Preface**

Brookestone's Architectural Guidelines have been established to provide property owners, architects, and contractors with a set of parameters for the preparation of their drawings and specifications. Also for the property owner and the home owner, the Architectural Guidelines provide a definitive set of rules governing the short- and long-term development and maintenance of their property and other properties in the subdivision. The Guidelines will help assure architectural compatibility and continuity while allowing for personal diversity within the framework of the guidelines.

To insure aesthetic harmony within Brookestone, great care has been taken in the planning, design, and construction of Brookestone. To this end it is of the utmost importance that this special character not be compromised by housing designs which are improperly conceived, unresolved, or poorly executed. By encouraging quality and attention to detail for the appropriate style, the aesthetic harmony and overall property values at Brookestone will be enhanced and preserved through these design guidelines.

This document is primarily a reference tool and decision-making guide for the Architectural Review committee. It is the resource by which decisions will be made regarding residential design in general.

### **A. The Plan Review Process**

Prior to the commencement of any construction activity of any type on any residential lot, an application for approval of such work must be submitted by the property owner or their respective agent to the Architectural Review Committee. Plan approval by the committee must be received prior to the start of grading or construction.

The plan review process for Brookestone requires that plans be submitted for review by the Committee, whose guidelines are covered in the following pages. It is the property owner's responsibility to submit required plans in a timely fashion and to indicate conformity to the guidelines.

### **Architectural Review Committee**

The Architectural Review Committee is established in accordance with the Declaration of Covenants, Conditions, and Restrictions for Brookestone, and is made up of a minimum of three people, to be appointed by the developer. This committee is charged with the regulation and ultimate approval of all external damage decisions and considerations for all properties.

As such, the Architectural Review Committee will interpret and enforce the Design Guidelines and Resolutions. Additionally, the Architectural Review Committee will make value judgements and recommendations regarding both the specifics and the intent of the Guidelines.

The Architectural Review Committee meets on an as needed basis within two (2) weeks after design submittals are made, acting on the concurrence of two (2) of the three (3) members.

All members of the Architectural Review Committee shall be appointed by the Declarant until 12/31/2025.

While the Architectural Review Committee may draw information and input from various sources all decisions of the Architectural Review Committee are final and not subject to review.

### **B. Procedure**

Prior to the complete design of improvements requiring approval of the committee, a preliminary review of the owner's plan will be conducted to provide further design guidelines and indication of the designer's conformance with specific requirements of the Committee. **At the time of submittal, a \$300.00 fee will be included to cover cost of professional services relating to the review process. If the cost of review is less than the \$300.00 fee, then any balance will be reimbursed.**

**This first submittal is the Preliminary submittal and will consist of two sets of plans, which (at a minimum) will include the following:**

1. Preliminary Plot Plan drawn to scale. The plot plan will indicate grading intentions (water flow) with spot elevations at streets and property corners, and finish floors elevations.
2. Preliminary Floor Plans and Elevations at 1/4" scale showing overall dimensions, area of structure, and overall height dimensions. Also, include descriptions and samples of all exterior materials, roof materials, and colors.
3. A statement of definition as to the style of architecture the owner or builder wishes to achieve.

**The second submittal is the Final Design Submittal and will consist of two sets of plans, which (at a minimum) will include the following:**

1. Final Plot Plan with all proposed structures indicated, and including all information described above for the Preliminary Plot Plan. This final plan must include all horizontal layout information as well as critical dimensions and materials with finishes of all landscape elements so that the builder will be able to implement the designer's intent. Dimensions needed to site the house on the lot should be illustrated on the plan. The plot plan, the grading plan, and the planting plan must all reflect the same layout of the site improvements.
2. Final Floor Plans and Elevations including all ancillary structures and information described above in item two.
3. Final construction Specifications to include external material color, and paint or stain color, as listed by manufacturer's number for all exterior finishes including roofing.
4. Tree Survey showing all Hardwood trees six (6") inches in diameter, trees within 25 feet of any construction activity and any tree that is to be removed.
5. Final Landscape Plan at same scale as the Plot Plan described above (of larger) and indication of plant quantities, sizes, spacing, with both common and botanical names.
6. Grading Plan on one (1) foot contours, finish floor elevation, existing and proposed subsurface drainage, and trees to be removed and trees to remain. Spot elevations at the corners of the house should be shown to reflect the amount of drop brick ledge.



7. Any steps shown should accurately depict the changes in grades and the needed number of treads and risers.

**Approved plans will be so noted on the front sheet of each face. Approval by the Architectural Review Committee is contingent upon approval of appropriate governing agencies. No changes shall be made to the plans without the express written consent of the Architectural Review Committee. All decisions of the Architectural Review Committee are final.**

## **II. Site Development Guidelines**

The Site Development Guidelines Provide site planning suggestions and community element guidelines to set common standards for the development of exterior spaces throughout Brookestone.

### **A. Site Planning**

The siting of a house is a critical and important design decision. The site plan concept developed for each homeowner should reflect functional needs but should also be sensitive to the site's unique characteristics and inherent design opportunities.

#### **1. Siting**

The Architectural Review Committee will consider each site independently but will give extensive consideration to each individual's plan's impact upon adjacent home sites and view corridors. Care must be taken to locate each structure, whenever possible, so as not to infringe upon view corridors, adjacent structures and home sites, and natural amenities of the area. Considerations in this regard include:

- a. Physical terrain of the site
- b. Views from project site and street
- c. Natural amenities: trees, landscaping, existing bayou and inlets, water and drainage channels/swales
- d. Driveway access
- e. Height of Structures
- f. Fences and opening devices
- g. Service areas and screening methods for garbage cans, utilities and/or outside storage.

#### **2. Drainage**

Drainage considerations for individual sites play an important part of the overall ecological balance of the site. Water run off for each individual building site must be handled by adequately sloping all areas so the run-off can be directed to the natural drainage areas or to storm drainage facilities. Silt fences and other appropriate erosion control measure are required during construction. All erosion control devices are to be installed as per Mississippi Department of Environmental Quality's Storm Water Prevention Plan (SWPP). Silt fences and other control

devices will be maintained until all landscaping is in place and the land is stable with natural vegetation.

### **3. Grading and Landscape**

The design and development concepts of the community call for the maintenance of the environment in as much of the original conditions as possible.

The Committee is particularly conscious of site utilization and potential, and desires not to disrupt the existing trees and natural terrain whenever possible. The Architectural Review Committee is keenly aware that whenever possible structures should be designed to the specific lot. It is important to remember that the beauty of our development is the land in its natural features, and the architecture should complement and enhance rather than compete with or destroy this beauty.

All grading reviews will be subject to the jurisdiction of the Committee and will be considered individually for each lot. Recommendations or demands will be based upon individual lot location, terrain, soil conditions, drainage, cuts and fills, and whatever other conditions the Committee feels impacts upon the site and community grading design.

1. Planting plants should also be submitted along with construction documents. All plans should show plant material and bed design as well as type of sod to be used. Sod will be used in all yard areas and for shoreline stabilization on all waterfront lots. The majority of the front yard should be salted or landscaped. A good guideline would be to sod in area the width of the house from the front planting beds to the street. Sodding is required on both sides of the driveway.
2. The Landscape plan shall include the installation of at least one (1) Live Oak tree in the front yard with a minimum caliper of four inch (4").
3. The installation of any monuments and decorative yard items must be shown on the Landscape Plan.

#### **1. Building Setbacks**

These setbacks are for general guidance. All home sites will be subject to the Architectural Review Committee with views and streetscapes being of utmost importance.

Side: 8'

Front: 25'

Rear: 8'

Side yard abutting an adjoining street: 15'

The 25' front setback will be reviewed on a lot by lot basis. If this dimension needs to be modified for whatever reason to better achieve the desired layout, present this request to the Architectural Review Committee for approval. Placement of houses on adjacent lots and natural building sites on vacant lots will be a strong factor in determining the position of the house. If there is any question as to the appropriate siting of the house, please consult with the Architectural Review Committee prior to the development of any plans.

## **2. Accessory Systems**

Accessory buildings are specifically prohibited from any residential lot within the subdivision. Portable buildings or similar structures are permitted only during construction. Gazebos, pool houses, guesthouses, or similar structures may be constructed pending approval from the Architectural Review Committee and approval from the City of Gulfport.

## **3. Secondary Structures**

Garden structures, gazebos, pool houses, guesthouses and similar structures require setbacks from the property lines as that of the residence. The setback can be reduced. The Architectural Review Committee, City of Gulfport, or any other governing agency with jurisdiction over said property must approve any reduced setback.

## **4. Temporary Structures**

No structure of a temporary nature, tent, shack, mobile home, garage, motor home, or other outbuilding will be used on any Residential Lot or Common Parcel in Brookstone subdivision at any time as either a temporary or permanent residence. Trailers or temporary buildings used for construction activities or storage will be allowed during the construction of a residence.

## **5. Swimming Pools**

Locate swimming pools, spas or hot tubs behind the front lines of the house. All setbacks are subject to approval by the Architectural Review Committee and the City of Gulfport.

## **6. Exterior Lighting**

Exterior pool and landscape lighting must not infringe upon adjacent neighborhoods. All accent and security lighting should utilize sharp cutoff designs or low voltage, direct task type fixtures, and they should be as close to grade as possible. All exterior lighting must be approved by the Architectural Review Committee.

## **B. Community Element Guidelines**

The intent of these standards is to insure a continuity of specific elements at the streetscape. This includes both public (developer) and private (property owner) constructed items. These items include:

1. Sidewalks
2. Mailboxes
3. Retaining Walls
4. Walls and Fences
5. Driveways and Motor Courts
6. Trash Containers
7. Landscaping

The individual property owner will be responsible for obtaining the necessary professional assistance to ensure the structural integrity of all exterior construction on their property.



Design criteria for each of the Community Elements follows:

1. Sidewalks. Public sidewalks, 4' in width, are required in Brookestone Subdivision. All sidewalks are subject to the Architectural Review Committee.
2. Mailboxes. Mailboxes to be located in the right-of-way will be purchased and installed by the Owner of each lot upon receiving written approval of final plans and specifications for construction of each residence. The mailbox, as illustrated in the attached Exhibit A and identified as Georgetown Mailbox System as marketed by Addresses of Distinction, will be the standard throughout Brookstone Subdivision.
3. Retaining Walls. If a retaining wall is used, it must be faced with one of the following materials: stone, brick, stucco. Crossties will not be accepted; nor can a concrete block retaining wall be left exposed.
4. Walls and Fences. All walls or fences along rear and side property lines, EXCEPT for lot lines bordering the lake, will have a maximum height of 7' with the columns extending to 7'6". NO chain link fences of any kind are allowed in Brookstone Subdivision. All fences on any lakefront lots are required to be a combination of iron, wrought iron, brick, stone, stucco, or a design being previously approved by the Architectural Review Committee. Several other material options are recommended below:
  - a. stone
  - b. stone and wrought iron
  - c. wrought iron
  - d. brick
  - e. brick and wrought iron

All wood material should be left natural or coated with the semi-transparent stain. No fencing will be allowed within 20' of water's edge unless otherwise approved by the Architectural Review Committee. All perimeter fences are subject to the approval of the Architectural Review Committee.

5. Driveways and Motor Courts. Vehicular areas will be paved so as to provide dust-free, all weather surfaces. Several material options are recommended:
  1. brick
  2. interlocking pavers
  3. washed concrete
  4. broom-finished concrete
  5. stamped concrete

The design of the driveway should take into account the topography, existing trees and design of the house. Final approval of the design and materials is subject to the Architectural

Review Committee. All parking areas will provide, in addition to parking spaces, adequate driveways in space for the movement of vehicles.

6. Trash containers. During the construction of any home in Brookstone, it is the responsibility of the lot owner to provide a trash container at all times.
7. Landscaping. Each house must be landscaped appropriately as determined by the overall budget for the house. The landscaping is often an afterthought or an area that requires severe cuts due to overspending on the house. Proper planning will avoid the circumstance at Brookstone. A foundation planting of a single row of shrubs or ground cover will not be acceptable. The planting across the front and back of the house should be extended into the yard by massing groups of like plants. Single hedge or row planting along the sides will be permitted as long as the front and rear are adequate.

### **III. Building Construction Guidelines**

Construction Guidelines have been established to insure continuity within Brookstone Subdivision. It is not the intent of these criteria to limit flexibility; however, by defining a range of material, and unit choices for the individual dwelling units, a general framework will be established from which individual decisions may be made. The desired result is to encourage a community of individual outstanding architectural statements that when viewed together produce an outstanding community environment.

The following elements are to be encouraged: intelligent selection of details related to a well-designed floor plan; sensitive interpretations of styles within constraints of budget and site, consistency of site planning, landscaping and architecture, and logical use of materials.

A property owner will not substantially duplicate the exterior elevation, in design or architecture, of any dwelling existing in the subdivision. For the purpose of defining this paragraph, a dwelling will be considered in existence from the time it is submitted to the Architectural Review Committee for preliminary approval. The Architectural Review Committee may vary the intent of these regulations from time to time governing its activities not inconsistent herewith. In no instance is construction to commence without written approval of the Architectural Review Committee.

Any changes to an approved structure (complete or incomplete to include additions, alterations, etc.) must be approved in writing by the Architectural Review Committee prior to the commencement of construction.

#### **A. Exterior Walls**

No two homes in the subdivision shall have the same exterior or interior plans.

Exterior walls surfaces may be one of the following materials:

1. Brick
2. Natural Stone
3. Authentic Stucco
4. Hardi Plank, Cypress or Cedar

No vinyl of any kind is permitted in Brookestone Subdivision.

#### **B. Windows**

All windows will be constructed of wood, vinyl, vinyl clad composite, metal clad, or alternate materials approved by the Architectural Review Committee. No metal windows allowed. All windows where applicable will be true divided light or simulated divided light. All window types (double-hung, casement or awning) may be incorporated into the design as long as the proportion of each individual window type is vertical. The intent of this requirement is to create a more traditional or classical design direction that fits the architectural style of the structure. All window types must be clearly shown on all submitted plans.

#### **C. Chimneys**

All Chimneys will be of masonry construction (brick and clay flue liner) or approved prefab units. The exterior portion of the stack may be treated in any of the following ways:

1. Natural brick
2. Authentic Stucco Clad
3. Stone Veneer

#### **D. Shutters**

If Shutters are used, the horizontal dimension will be exactly one-half (1/2) the window width. All shutters will be operable (hinged) wood or the following types:

1. Louvered (fixed or operable blades)
2. Paneled (raised or flat recessed)
3. V-grove or beaded boards (tongue and groove construction)

#### **E. Roof Shingles**

Roof Shingles will be at least an "Architect's Series" fiberglass within a minimum 25-year warranty.

#### **F. Garages and Carports**

Each single-family dwelling will have an attached garage accommodating not less than two automobiles. Garages for motor homes and boats are not allowed unless otherwise approved by the Architectural Review Committee. All garages will be finished inside and will be equipped with automatic overhead doors.

Carports will be allowed if they are constructed behind the home and not exposed to any street.



#### **G. Gutters and Flashing**

All flashing (valleys, drips, etc.) visible from the street will be copper or baked enamel pre-painted to match the home's exterior trim. Gutters are not required but if installed must be approved by the Architectural Review Committee.

#### **H. Changes and Amendments**

These rules and regulations may be changed or amended without notice as deemed by the Brookestone Architectural Review Committee.

## BROOKESTONE ARCHITECTURAL REVIEW COMMITTEE

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Lot #: \_\_\_\_\_ Spec: \_\_\_\_\_ Custom: \_\_\_\_\_

Living Area Square Footage: \_\_\_\_\_ Total Square Footage Under Beam: \_\_\_\_\_

The following must accompany this signed form at the time of submission to the Architectural Review Committee.

- Plot Plan / Site Plan showing all setbacks.
- Floor Plan and Elevations on all four (4) sides at 1/4" scale.
- Two (2) Full sets of plans showing foundation, roof lines, electrical, plumbing, etc. (1 set returned within 10 days)
- Description of all materials to be utilized in construction, to include; shingles, brick type, stucco color, exterior paint colors, any and all items to exist on exterior sheathing.
- Landscaping and Fencing plan
- Tree Removal Request in advance of clearing the lot
- Window and Door Schedule (type of windows and exterior doors)

Rear Set Back: \_\_\_\_\_

Side Set Back: \_\_\_\_\_

Front Set Back: \_\_\_\_\_

Side Set Back: \_\_\_\_\_

Width of Home: \_\_\_\_\_

Length: \_\_\_\_\_ Height: \_\_\_\_\_

Home Designed by: \_\_\_\_\_ Phone #: \_\_\_\_\_

If at anytime after these plans have been approved you elect to change the exterior colors or materials, you must submit the changes, in writing, to the Architectural Review Committee.

Changes approved: \_\_\_\_\_ Date: \_\_\_\_\_

I/We have reviewed and agree to comply with the Architectural Review Committee Guidelines and Rules.

### PROPERTY OWNER'S SIGNATURE

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Builder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### PLANS APPROVED BY Architectural Review Board

Member: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_

EXHIBIT 4



## GEORGETOWN MAILBOX SYSTEM

**\$379.99**

### FREE SHIPPING!

The Georgetown System is built on a slightly larger post and base than the standard Charleston mailbox. In addition a fluted base and ball finial are used. The actual mailbox is cast and very heavy duty.

**Please select your product options below.**

**Address Number \***

Address Number

**Installation Service \***

*Do you need your mailbox installed?*

Select an option...



1

ADD TO CART

**SKU:** Georgetown MB

**CATEGORY:** Mailbox and Post Systems

Hey there 🤖 I would love to point you in the right direction, what are you looking for today?

**SCHWARTZ, ORGLER & JORDAN, PLLC**  
**ATTORNEYS AT LAW**  
**12206 HWY 49**  
**GULFPORT, MS 39503**

phone: (228)832-8550  
facsimile: (228)832-8518

December 17, 2016

Ms. Barbara C. Allen  
10740 Plantation Lane  
Gulfport, MS 39503

Re: Warranty Deed  
Our File #162021

Dear Sir or Madame:

Please find enclosed the original Warranty Deed which was filed in the local clerk's office as Instrument Number 2016-8564D-J1, on the above referenced closing. Also, please find enclosed the Chicago Title Insurance Policy #72306-97166664.

If you have any questions regarding the enclosed, please do not hesitate to contact me.

Sincerely yours,

MARK C. ORGLER

MCO/feb  
Enclosures





POLICY NO.: 6478-1-162021-2016.72306-97166664

# OWNER'S POLICY OF TITLE INSURANCE

Issued by  
Chicago Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and

any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were

ALTA Owner's Policy (6/17/06)



authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured.

sured Claimant in the claim and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### **14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### **15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### **16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### **17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or en-



enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### **18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

**Schedule A**

Name and Address of Title Insurance Company: Chicago Title Insurance Company, 601 Riverside Ave., Building 5, 4th Floor, Jacksonville, FL 32204

Address Reference: **VACENT LOT, GULFPORT, MS** County and State: **Harrison, MS**

Amount of Insurance: **\$695,000.00**

Premium: **\$2780.00**

Date of Policy: **November 14, 2016 @ 1:48PM**

1. Name of Insured: **BARBARA C. ALLEN**
2. The estate or interest in the land that is insured by this policy is:

**FEE SIMPLE**

3. Title is vested in:

**BARBARA C. ALLEN**

by virtue of a Warranty Deed from RWB, SR. LLC dated November 10, 2016, which was filed on November 14, 2016 at 1:48 PM, and recorded in the office of the Chancery Clerk of the First Judicial District Harrison County, Mississippi, as Instrument No.: 2016 8564D-J1, thereof

4. The Land referred to in this policy is described as follows:

**Parcel 1:**

That certain parcel of land located North of East Taylor Road and being located in and a part of Section 19 and 20, Township 7 South, Range 10 West, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit: Commencing at the corner common of Section 19, 20, 29 and 30, Township 7 South, Range 10 West; thence run North 00 degrees 31 minute 26 seconds West a distance of 176.7 feet, more or less, along the Section line common to Sections 19 and 20 to a point on the North margin of Taylor Road for the POINT OF BEGINNING of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 31 minutes 26 seconds West along the Section line common to Sections 19 and 20 a distance of 1,117.21 feet; thence North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right-of-way of the property now or formerly of Harrison County Development Commission; thence run North 72 degrees 57 minutes 06 seconds West along the said South Right-of-way of the Harrison County Development Commission property a distance of 933.65 feet; Thence run South 89 degrees 47 minutes 50 seconds West a distance of 355.56 feet to the East line of property now or formerly of Dr. J. T. Taylor; thence run South 00 degrees 21 minutes 44 seconds East along the East line of the Taylor property a distance of 2,481.50 feet, more or less, to the North margin of Taylor Road; thence run North 88 degrees 55 minutes 15 seconds East along the North margin of Taylor Road a distance of 1,358.41 feet, more or less to the Point of Beginning. Said parcel containing 70.77 acres, more or less.

And also:

Parcel II: A parcel of land situated and being located in Section 19, 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 the corner common to Sections 19, 20, 29, and 30, Township 7 South, Range 10 West; thence run North 00 degrees 51 minutes 26 seconds West along the line between Sections 19 and 20, a distance of 176.7 feet, more or less, to a point on the North margin of Taylor Road; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,117.21 feet along the line common to Section 19 and 20, to the POINT OF

BEGINNING; from said Point of Beginning, thence run North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or-less, to the South Right of Way of the property now or formerly of the Harrison County Development Commission; thence run South 72 degrees 57 minutes 06 seconds East along the South Right of Way of said Harrison County Development Commission property a distance of 116.42 feet, more or less, to the common line between Sections 19 and 20; thence run South 00 degrees 31 minutes 26 seconds East, along the line between Section 19 and 20, a distance of 1,032.49 feet, more or less, back to the Point of Beginning.

### SCHEDULE B -- EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by and accurate and complete survey of the land.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. All taxes for the year 2016 and subsequent years which are not yet due and payable.
7. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, and gravel in, on and under subject property.
8. The land herein described is encumbered by the following mortgage or trust deed, and assignments:  
NONE.
9. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through efforts of man
10. Taxes and special assessments not shown as liens by the public records.
11. Any lease, grant, exception or reservation of minerals or mineral rights on, and under subject land.
12. Easement recorded as Instrument Number 2005-13887DJ1 in the records of the Chancery Clerk of Harrison County, Mississippi.
13. Easement recorded as Instrument Number 2005-16415DJ1 in the records of the Chancery Clerk of Harrison County, Mississippi.
14. All applicable city and county zoning, use and occupancy ordinances, regulations and all applicable building code requirements and the obtaining of any and all permits that may be required from the DEQ from remodeling and/or demolition of the improvements located on subject property.
15. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.

Countersigned  
Schwartz, Orgler & Jordan, PLLC

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Authorized Signatory



SCANNED



1st Judicial District  
Instrument 2016 8564 D - J1  
Filed/Recorded 11/14/2016 01:48 P  
Total Fees \$ 12.00  
3 Pages Recorded

Prepared By & Return To:  
Schwartz, Orgler & Jordan, PLLC  
12206 Hwy 49  
Gulfport, MS 39503  
(228) 832-8550  
Our File: 162021

Index As: Pcl E ½ of SE 1/4 of Sec. 19-7-10  
Harrison County, MS.

STATE OF MISSISSIPPI

COUNTY OF HARRISON



**WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

**RWB, SR. LLC,**  
a Mississippi limited liability company  
12251 BERNARD PKWY STE 200  
GULFPORT, MS 39503  
228-806-4830

does hereby sell, convey and warrant unto

**BARBARA C. ALLEN**  
10740 Plantation Lane  
Gulfport, MS 39503  
228-669-9102

the following described land and property being located in the First Judicial District  
Harrison County, Mississippi, being more particularly described as follows, to-wit:

**Parcel 1:**

That certain parcel of land located North of East Taylor Road and being located in and a part of Section 19 and 20, Township 7 South, Range 10 West, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit: Commencing at the corner common of Section 19, 20, 29 and 30, Township 7 South, Range 10 West; thence run North 00 degrees 31 minute 26 seconds West a distance of 176.7 feet, more or less, along the Section line common to Sections 19 and 20 to a point on the North margin of Taylor Road for the POINT OF BEGINNING of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 31 minutes 26 seconds West along the Section line common to Sections 19 and 20 a distance

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of 1,117.21 feet; thence North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right-of-way of the property now or formerly of Harrison County Development Commission; thence run North 72 degrees 57 minutes 06 seconds West along the said South Right-of-way of the Harrison County Development Commission property a distance of 933.65 feet; Thence run South 89 degrees 47 minutes 50 seconds West a distance of 355.56 feet to the East line of property now or formerly of Dr. J. T. Taylor; thence run South 00 degrees 21 minutes 44 seconds East along the East line of the Taylor property a distance of 2,481.50 feet, more or less, to the North margin of Taylor Road; thence run North 88 degrees 55 minutes 15 seconds East along the North margin of Taylor Road a distance of 1,358.41 feet, more or less to the Point of Beginning. Said parcel containing 70.77 acres, more or less.

And also:

Parcel II: A parcel of land situated and being located in Section 19, 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 the corner common to Sections 19, 20, 29, and 30, Township 7 South, Range 10 West; thence run North 00 degrees 51 minutes 26 seconds West along the line between Sections 19 and 20, a distance of 176.7 feet, more or less, to a point on the North margin of Taylor Road; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,117.21 feet along the line common to Section 19 and 20, to the POINT OF BEGINNING; from said Point of Beginning, thence run North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right of Way of the property now or formerly of the Harrison County Development Commission; thence run South 72 degrees 57 minutes 06 seconds East along the South Right of Way of said Harrison County Development Commission property a distance of 116.42 feet, more or less, to the common line between Sections 19 and 20; thence run South 00 degrees 31 minutes 26 seconds East, along the line between Section 19 and 20, a distance of 1,032.49 feet, more or less, back to the Point of Beginning.

THE ABOVE described property is no part the homestead of the Grantor herein.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

IN WITNESS WHEREOF, RWB, SR. LLC has caused this conveyance to be executed by its duly authorized officer, he having first been duly authorized to do so, on this the 10th day of November, 2016.

RWB, SR. LLC

  
By: ROY B. BLACKLIDGE,  
AUTHORIZED SIGNATORY

3

STATE OF MISSISSIPPI

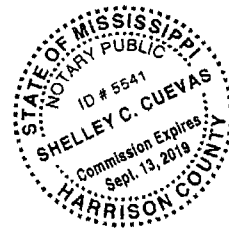
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, ROY B. BLACKLIDGE, who acknowledge that he is an AUTHORIZED SIGNATORY of RWB, SR. LLC, and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity, he having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 10th day of November, 2016.

NOTARY PUBLIC

My Commission Expires:





## COMMITMENT FOR TITLE INSURANCE

Issued By

### CHICAGO TITLE INSURANCE COMPANY

*Chicago Title Insurance Company, a Missouri corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

Dated: **November 8, 2016**

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

Authorized Signatory

72C101 (6/06)  
162021 Commitment



By:

*[Signature]*

President

ATTEST

*[Signature]*

Secretary

ALTA Commitment Form (6/17/06)  
Mississippi 06/2007





CHICAGO TITLE INSURANCE COMPANY  
601 Riverside Avenue  
Building 5, 4<sup>th</sup> Floor  
Jacksonville, FL 32204

SCHEDULE A

Title Officer: Mark C. Orgler  
Escrow Officer: Mark C. Orgler  
Escrow No.: 162021  
Loan No.: N/A

Title No.: 162021  
Locate No.:

1. Effective Date: November 8, 2016, at 7:30 a.m.
2. Policy or Policies to be Issued:
  - (a) ALTA Owner's Policy - (6-17-06)  
Policy Amount: **\$695,000.00**  
Proposed Insured: **BARBARA C. ALLEN**
  - (b) ALTA Loan Policy - (6-17-06)  
Policy Amount:  
Proposed Insured:
  - © Policy -  
Policy Amount:  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **FEE SIMPLE**
4. Title to the **FEE SIMPLE** estate or interest in the land is at the Effective Date vested in **RWB, SR. LLC**
5. The land referred to in this Commitment is located in the of County of **Harrison, MS** and is described as follows:  
**Parcel I:**

That certain parcel of land located North of East Taylor Road and being located in and a part of Section 19 and 20, Township 7 South, Range 10 West, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit: Commencing at the corner common of Section 19, 20, 29 and 30, Township 7 South, Range 10 West; thence run North 00 degrees 31 minute 26 seconds West a distance of 176.7 feet, more or less, along the Section line common to Sections 19 and 20 to a point on the North margin of Taylor Road for the POINT OF BEGINNING of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 31 minutes 26 seconds West along the Section line common to Sections 19 and 20 a distance of 1,117.21 feet; thence North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right-of-way of the property now or formerly of Harrison County Development Commission; thence run North 72 degrees 57 minutes 06 seconds West along the said South Right-of-way of the Harrison County Development Commission property a distance of 933.65 feet; Thence run South 89 degrees 47 minutes 50 seconds West a distance of 355.56 feet to the East line of property now or formerly of Dr. J. T. Taylor; thence run South 00 degrees 21 minutes 44 seconds East along the East line of the Taylor property a distance of 2,481.50 feet, more or less, to the North margin of Taylor Road; thence run North 88 degrees 55 minutes 15 seconds East along the North margin of Taylor Road a distance of 1,358.41 feet, more or less to the Point of Beginning. Said parcel containing 70.77 acres, more or less.

And also:

**Parcel II:** A parcel of land situated and being located in Section 19, 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:



**CHICAGO TITLE INSURANCE COMPANY**  
601 Riverside Avenue  
Building 5, 4<sup>th</sup> Floor  
Jacksonville, FL 32204

COMMENCING at the corner common to Sections 19, 20, 29, and 30, Township 7 South, Range 10 West; thence run North 00 degrees 51 minutes 26 seconds West along the line between Sections 19 and 20, a distance of 176.7 feet, more or less, to a point on the North margin of Taylor Road; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,117.21 feet along the line common to Section 19 and 20, to the POINT OF BEGINNING; from said Point of Beginning, thence run North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right of Way of the property now or formerly of the Harrison County Development Commission; thence run South 72 degrees 57 minutes 06 seconds East along the South Right of Way of said Harrison County Development Commission property a distance of 116.42 feet, more or less, to the common line between Sections 19 and 20; thence run South 00 degrees 31 minutes 26 seconds East, along the line between Section 19 and 20, a distance of 1,032.49 feet, more or less, back to the Point of Beginning.



CHICAGO TITLE INSURANCE COMPANY

LEGAL DESCRIPTION  
EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HARRISON, STATE OF MS AND IS DESCRIBED AS FOLLOWS:

**Parcel 1:**

That certain parcel of land located North of East Taylor Road and being located in and a part of Section 19 and 20, Township 7 South, Range 10 West, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit: Commencing at the corner common of Section 19, 20, 29 and 30, Township 7 South, Range 10 West; thence run North 00 degrees 31 minute 26 seconds West a distance of 176.7 feet, more or less, along the Section line common to Sections 19 and 20 to a point on the North margin of Taylor Road for the POINT OF BEGINNING of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 31 minutes 26 seconds West along the Section line common to Sections 19 and 20 a distance of 1,117.21 feet; thence North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right-of-way of the property now or formerly of Harrison County Development Commission; thence run North 72 degrees 57 minutes 06 seconds West along the said South Right-of-way of the Harrison County Development Commission property a distance of 933.65 feet; Thence run South 89 degrees 47 minutes 50 seconds West a distance of 355.56 feet to the East line of property now or formerly of Dr. J. T. Taylor; thence run South 00 degrees 21 minutes 44 seconds East along the East line of the Taylor property a distance of 2,481.50 feet, more or less, to the North margin of Taylor Road; thence run North 88 degrees 55 minutes 15 seconds East along the North margin of Taylor Road a distance of 1,358.41 feet, more or less to the Point of Beginning. Said parcel containing 70.77 acres, more or less.

**And also:**

Parcel II: A parcel of land situated and being located in Section 19, 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 the corner common to Sections 19, 20, 29, and 30, Township 7 South, Range 10 West; thence run North 00 degrees 51 minutes 26 seconds West along the line between Sections 19 and 20, a distance of 176.7 feet, more or less, to a point on the North margin of Taylor Road; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,117.21 feet along the line common to Section 19 and 20, to the POINT OF BEGINNING; from said Point of Beginning, thence run North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right of Way of the property now or formerly of the Harrison County Development Commission; thence run South 72 degrees 57 minutes 06 seconds East along the South Right of Way of said Harrison County Development Commission property a distance of 116.42 feet, more or less, to the common line between Sections 19 and 20; thence run South 00 degrees 31 minutes 26 seconds East, along the line between Section 19 and 20, a distance of 1,032.49 feet, more or less, back to the Point of Beginning.



**CHICAGO TITLE INSURANCE COMPANY**

**SCHEDULE B -- SECTION I  
REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.  
  
Execution and recordation without intervening rights of a Warranty Deed by **RWB, SR. LLC** to **BARBARA C. ALLEN** conveying the property described in Schedule "A" hereof.
4. **Payment and satisfaction of that Deed of Trust executed by RWB SR, LLC, in favor of Hancock Bank, dated 7/26/13, and filed for record in the office of the Chancery Clerk of Harrison County, Mississippi on 08/01/13, as Instrument Number 2013-8285TJ1, securing an indebtedness in the amount of \$2,184,820.01.**
5. **Payment and satisfaction of that Deed of Trust executed by RWB, Sr., LLC, in favor of Hancock Bank, dated December 21, 2011, and filed for record in the office of the Chancery Clerk of Harrison County, Mississippi on December 27, 2011 at 8:22 AM, as Instrument Number 2011-11290T-J1**
6. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid.
9. Satisfactory evidence must be furnished as to the proper formation of **RWB, SR. LLC**, a Mississippi limited liability company, prior to closing this transaction together with proof as to the current good standing of said company. In addition, the operating agreement of the company, and any amendments thereto, by-laws and certified copies of the resolutions of the governing body of said limited liability company authorizing the transaction and designating the members who will execute the instruments, must be furnished. The resolution must include the considerations and the terms of the transaction. The company reserves the right to make such additional requirements as it may deem necessary.

**END OF SCHEDULE B -- SECTION I**





**CHICAGO TITLE INSURANCE COMPANY**

**SCHEDULE B – SECTION II**

**EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. All taxes for the year 2016 and subsequent years, not yet due and payable.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.
4. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
5. Easements, or claims of easements, not shown by the public records.
6. Any facts about the land which a correct survey would disclose and which are not shown by the public records.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished not shown by the public records.
8. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through the efforts of man.
9. Taxes and special assessments not shown as liens by the public records.
10. Any lease, grant, exception or reservation of minerals or mineral rights on, and under subject land.
11. Easement recorded as Instrument Number 2005-13887DJ1 in the records of the Chancery Clerk of Harrison County, Mississippi.
12. Easement recorded as Instrument Number 2005-16415DJ1 in the records of the Chancery Clerk of Harrison County, Mississippi.
13. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
14. All applicable city and county zoning, use and occupancy ordinances, regulations and all applicable building code requirements and the obtaining of any and all permits that may be required from the DEQ from remodeling and/or demolition of the improvements located on subject property.
15. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.

**END OF SCHEDULE B – SECTION II**



1st Judicial District  
Instrument 2020 8312 D -J1  
Filed/Recorded 3/26/2020 03:06 P  
Total Fees \$ 26.00  
3 Pages Recorded

Prepared By and Return To:  
Schwartz, Orgler & Jordan, PLLC  
12206 Hwy 49  
Gulfport, MS 39503  
(228) 832-8550

File# 162021A

Indexing Instructions:  
Pt E ½ of SE 1/4 of Section 19-7-10  
Harrison County, MS

STATE OF MISSISSIPPI

COUNTY OF HARRISON

REVIEWED

### WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

**BARBARA C. ALLEN**  
**767 DESTINY PLANTATION**  
**BILOXI, MS 39532**  
**228-669-9102**

does hereby grant, bargain, sell, convey and warrant, unto

**BROOKSTONE GULF COAST, LLC,**  
**a Mississippi limited liability company**  
**111 LUNDGREN LANE**  
**GULFPORT, MS 39503**  
**228-669-9102**

the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

#### Parcel 1:

That certain parcel of land located North of East Taylor Road and being located in and a part of Section 19 and 20, Township 7 South, Range 10 West, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit: Commencing at the corner common of Section 19, 20, 29 and 30, Township 7 South, Range 10 West; thence run North 00 degrees 31 minute 26 seconds West a distance of 176.7 feet, more or less, along the Section line common to Sections 19 and 20 to a point on the North margin of Taylor Road for the POINT OF BEGINNING of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 31 minutes 26 seconds West along the Section line common to Sections 19 and 20 a distance of 1,117.21 feet;

Our File Number 162021A,

2

thence North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right-of-way of the property now or formerly of Harrison County Development Commission; thence run North 72 degrees 57 minutes 06 seconds West along the said South Right-of-way of the Harrison County Development Commission property a distance of 933.65 feet; Thence run South 89 degrees 47 minutes 50 seconds West a distance of 355.56 feet to the East line of property now or formerly of Dr. J. T. Taylor; thence run South 00 degrees 21 minutes 44 seconds East along the East line of the Taylor property a distance of 2,481.50 feet, more or less, to the North margin of Taylor Road; thence run North 88 degrees 55 minutes 15 seconds East along the North margin of Taylor Road a distance of 1,358.41 feet, more or less to the Point of Beginning. Said parcel containing 70.77 acres, more or less.

And also:

Parcel II: A parcel of land situated and being located in Section 19, 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 the corner common to Sections 19, 20, 29, and 30, Township 7 South, Range 10 West; thence run North 00 degrees 51 minutes 26 seconds West along the line between Sections 19 and 20, a distance of 176.7 feet, more or less, to a point on the North margin of Taylor Road; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,117.21 feet along the line common to Section 19 and 20, to the POINT OF BEGINNING; from said Point of Beginning, thence run North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right of Way of the property now or formerly of the Harrison County Development Commission; thence run South 72 degrees 57 minutes 06 seconds East along the South Right of Way of said Harrison County Development Commission property a distance of 116.42 feet, more or less, to the common line between Sections 19 and 20; thence run South 00 degrees 31 minutes 26 seconds East, along the line between Section 19 and 20, a distance of 1,032.49 feet, more or less, back to the Point of Beginning.

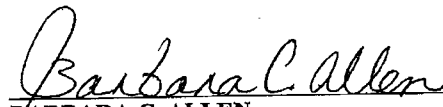
The above described property is not a part of the Homestead of the Grantor herein.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

Taxes for the current year are hereby assumed by the Grantee

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURE of the Grantor on this the 26th day of March, 2020.

  
BARBARA C. ALLEN

STATE OF MISSISSIPPI

COUNTY OF HARRISON

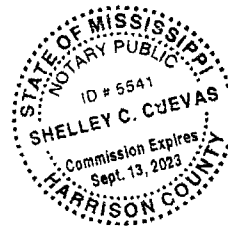
THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, BARBARA C. ALLEN, who acknowledged that she signed, executed and delivered the above and foregoing instrument as his voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 26th day of March, 2020

NOTARY PUBLIC

(SEAL)

My Commission Expires:





**RE: Final Plat 2103PC050, by owner Brookestone Gulf Coast LLC, tax parcels 1009N-01-002.000, 1009N-01-002.001, 1009N-01-002.002, 1009N-01-002.003, 1009N-01-002.004, 1009N-01-002.005, 1009N-01-002.006, 1009N-01-002.007, 1009N-01-002.008, 1009N-01-002.009, Approval of Final Plat for 103-lot subdivision (Brookestone) with 2 outparcels, E Taylor Rd, Zoned R-2 (Single-family), Ward 5**

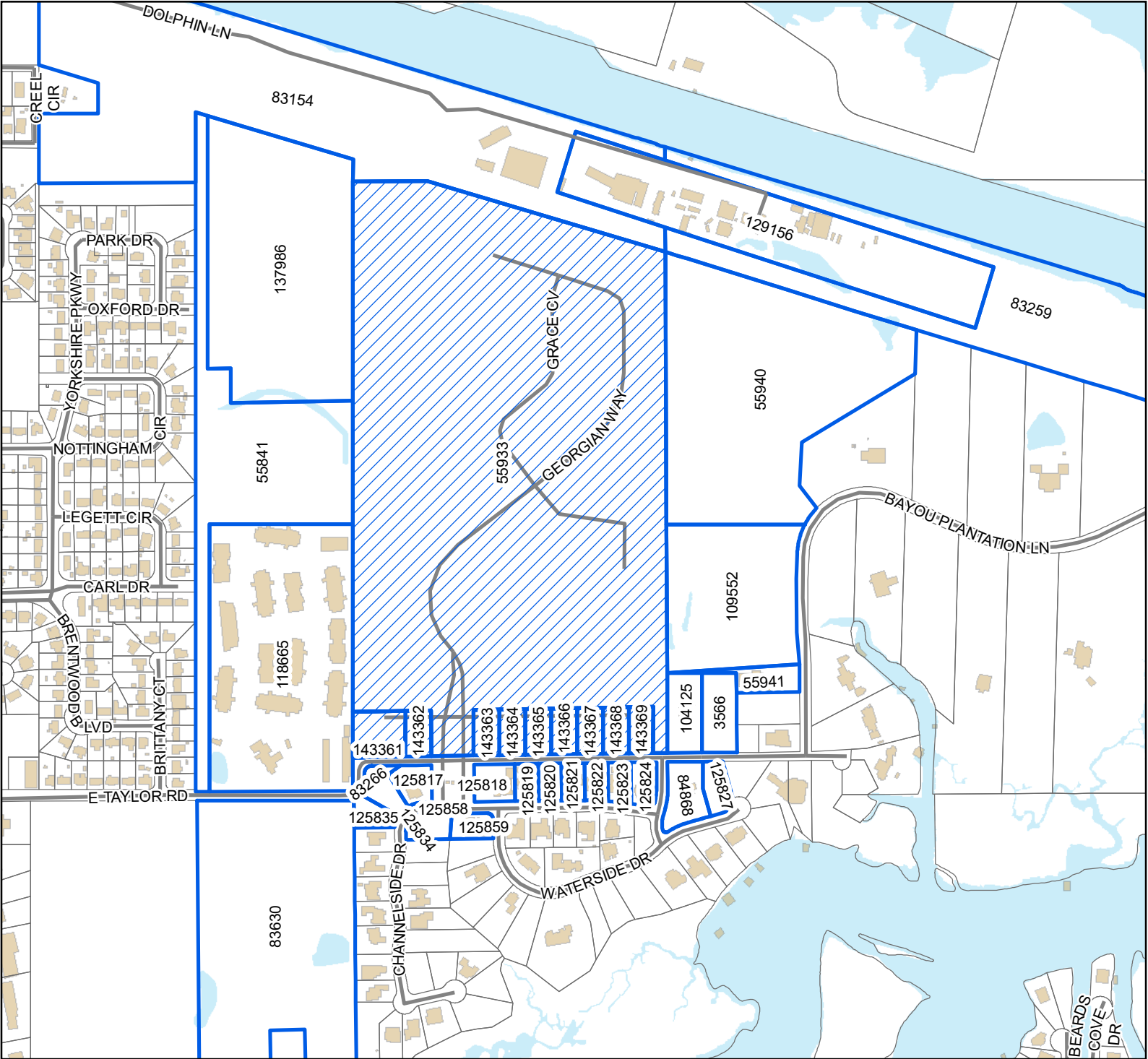
To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, March 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, March 25, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email [planners@gulfport-ms.gov](mailto:planners@gulfport-ms.gov). The application is available for viewing in the Planning Division office at 1410 24<sup>th</sup> Avenue.

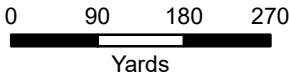
| Mail                            | PPIN   | Parcel ID        | Name                                              | Address                 | City        | State | ZIP        |
|---------------------------------|--------|------------------|---------------------------------------------------|-------------------------|-------------|-------|------------|
| Y                               | 55933  | 1009N-01-002.000 | Brookestone Gulf Coast LLC (Owner)                | 111 Lundgren Ln         | GULFPORT    | MS    | 39507      |
| Y                               | 143361 | 1009N-01-002.001 | ALLEN BARBARA C                                   | 10740 PLANTATION LANE   | GULFPORT    | MS    | 39503      |
|                                 | 143368 | 1009N-01-002.008 | ALLEN BARBARA C                                   | 10740 PLANTATION LANE   | GULFPORT    | MS    | 39503      |
|                                 | 143362 | 1009N-01-002.002 | ALLEN BARBARA C                                   | 10740 PLANTATION LANE   | GULFPORT    | MS    | 39503      |
|                                 | 143363 | 1009N-01-002.003 | ALLEN BARBARA C                                   | 10740 PLANTATION LANE   | GULFPORT    | MS    | 39503      |
|                                 | 143364 | 1009N-01-002.004 | ALLEN BARBARA C                                   | 10740 PLANTATION LANE   | GULFPORT    | MS    | 39503      |
|                                 | 143365 | 1009N-01-002.005 | ALLEN BARBARA C                                   | 10740 PLANTATION LANE   | GULFPORT    | MS    | 39503      |
|                                 | 143366 | 1009N-01-002.006 | ALLEN BARBARA C                                   | 10740 PLANTATION LANE   | GULFPORT    | MS    | 39503      |
|                                 | 143367 | 1009N-01-002.007 | ALLEN BARBARA C                                   | 10740 PLANTATION LANE   | GULFPORT    | MS    | 39503      |
|                                 | 143369 | 1009N-01-002.009 | ALLEN BARBARA C                                   | 10740 PLANTATION LANE   | GULFPORT    | MS    | 39503      |
| <b>Adjacent Property Owners</b> |        |                  |                                                   |                         |             |       |            |
| Y                               | 125824 | 1009N-01-003.008 | ALPAC CONSTRUCTION GROUP LLC                      | P O BOX 2401            | GULFPORT    | MS    | 39505      |
| Y                               | 125827 | 1009O-02-005.003 | BLACKLIDGE RONALD W & BECKY BROCK                 | 10918 CHANNELSIDE DR    | GULFPORT    | MS    | 39507      |
| Y                               | 3566   | 1009O-02-004.002 | BRANCH SAMUEL D & RACHEL                          | 12203 PRESERVATION DR   | GULFPORT    | MS    | 39503      |
| Y                               | 55941  | 1009O-02-004.000 | BURRELL ANDREW & ASHLEY                           | 12562 LAKE VILLAGE DR   | GULFPORT    | MS    | 39503      |
| Y                               | 83630  | 1010C-01-002.000 | CARTER JONATHAN R & GRAMMAR JENNIE                | 11029 E TAYLOR RD       | GULFPORT    | MS    | 39503      |
| Y                               | 125821 | 1009N-01-003.005 | COURTENAY DANIEL & LAURA                          | 10898 CHANNELSIDE DR    | GULFPORT    | MS    | 39503      |
| Y                               | 55841  | 1009N-01-004.000 | GRAHAM ROBERT N                                   | P O BOX 1207            | PURVIS      | MS    | 39475-1207 |
|                                 | 83266  | 1009N-01-003.000 | GULFPORT CITY OF                                  | P O BOX 1780            | GULFPORT    | MS    | 39502      |
| Y                               | 125822 | 1009N-01-003.006 | HARPER OSWAGO Y & TAMARA WALKER                   | 10888 CHANNELSIDE DR    | GULFPORT    | MS    | 39503      |
|                                 | 83259  | 1009O-02-001.000 | HARRISON CO DEV COMM                              |                         |             |       | 0          |
|                                 | 83154  | 1009K-03-001.000 | HARRISON CO DEV COMM                              |                         |             |       | 0          |
| Y                               | 129156 | 1009O-02-001.001 | INSTITUTE FOR MARINE MAMMAL STUDIES               | P O BOX 207             | GULFPORT    | MS    | 39502      |
| Y                               | 125819 | 1009N-01-003.003 | JALAL SHWAN & KURDONYA HAWRAMI                    | 10918 CHANNELSIDE DR    | GULFPORT    | MS    | 39503      |
| Y                               | 125858 | 1010C-01-001.025 | KILLEBREW JOHN A JR & LISA S                      | 2 BIRCH COVE            | GULFPORT    | MS    | 39503      |
| Y                               | 137986 | 1009N-01-004.002 | LAND TRUST FOR MISS COASTAL PLAIN                 | PO BOX 2457             | PURVIS      | MS    | 39475-1207 |
| Y                               | 125823 | 1009N-01-003.007 | LEWAKOWSKI THOMAS J & MELINDA D                   | 10878 CHANNELSIDE DR    | GULFPORT    | MS    | 39503      |
| Y                               | 125859 | 1010C-01-001.026 | MCCABE MATTHEW J & HOLLY A                        | 10967 WATERSIDE DRIVE   | GULFPORT    | MS    | 39503      |
| Y                               | 118665 | 1009N-01-004.001 | MMP2-HARBIN LLC<br>C/O LEGACY PROPERTY MANAGEMENT | 1610 16TH AVE           | NASHVILLE   | TN    | 37212      |
|                                 | 55940  | 1009O-02-002.000 | MONTAGUE F DOUGLAS                                | P O DRAWER 1975         | HATTIESBURG | MS    | 39403      |
| Y                               | 109552 | 1009O-02-002.015 | MONTAGUE F DOUGLAS III                            | P O DRAWER 1975         | HATTIESBURG | MS    | 39403      |
| Y                               | 125835 | 1010C-01-001.002 | SAFLEY AARON D & JESSICA L                        | 9137 HONEYSUCKLE LN     | GULFPORT    | MS    | 39503      |
| Y                               | 125817 | 1009N-01-003.001 | SELLERS BENNIE JAMES JR & KATHRYN L               | 10968 CHANNELSIDE DRIVE | GULFPORT    | MS    | 39503      |
| Y                               | 125834 | 1010C-01-001.001 | SHARP MYLES ETHAN & DARIA OCCHI                   | 10978 CHANNELSIDE DR    | GULFPORT    | MS    | 39503      |

| Mail | PPIN   | Parcel ID        | Name                             | Address                 | City     | State | ZIP   |
|------|--------|------------------|----------------------------------|-------------------------|----------|-------|-------|
| Y    | 125820 | 1009N-01-003.004 | SYMMES COWLES E & MARY E         | 10908 CHANNELSIDE DRIVE | GULFPORT | MS    | 39503 |
| Y    | 104125 | 1009O-02-004.001 | TOWLES JAMES SETH                | 10840 E TAYLOR RD       | GULFPORT | MS    | 39503 |
| Y    | 84868  | 1010B-04-003.000 | VERRETT KEVIN D                  | 10836 WATERMARK PL      | GULFPORT | MS    | 39503 |
| Y    | 125818 | 1009N-01-003.002 | VYVERBERG BRYAN M & MARSHA ELLEN | 10928 CHANNELSIDE DR    | GULFPORT | MS    | 39503 |



Legend

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



1 inch = 600 feet



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





Belleville News-Democrat  
Bellingham Herald  
Bradenton Herald  
Centre Daily Times  
Charlotte Observer  
Columbus Ledger-Enquirer  
Fresno Bee

The Herald - Rock Hill  
Herald Sun - Durham  
Idaho Statesman  
Island Packet  
Kansas City Star  
Lexington Herald-Leader  
Merced Sun-Star

Miami Herald/el Nuevo Herald  
Modesto Bee  
Raleigh News & Observer  
The Olympian  
Sacramento Bee  
Fort Worth Star Telegram  
The State - Columbia

Sun Herald - Biloxi  
Sun News - Myrtle Beach  
The News Tribune - Tacoma  
The Telegraph - Macon  
San Luis Obispo Tribune  
Tri-City Herald  
Wichita Eagle

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification              | Order PO | Amount | Cols | Depth |
|-----------|--------------|-----------------------------|----------|--------|------|-------|
|           | 20937        | Print Legal Ad - IPL0013311 |          |        | 2    | 7.11  |

Attention: Matilda Welch

PO BOX 1780

GULFPORT, MS 39502

### LEGAL NOTICE PUBLIC HEARING

In conformance with Section VII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, March 25, 2021, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

**Re subdivision 2102PC019**, by owner Smugglers Cove Investments, LLC, tax parcels 07111-03-056.000 and 07111-03-057.000, Divide into two new parcels, 40th Ave, Zoned T3 (Sub-Urban Zone), Ward 2

**Re subdivision 2103PC035**, by owners Jeanette and Wallace Lachner, tax parcels 07110-03-074.000 and 07110-03-073.000, Divide into four new parcels, Woodward and Alston Ave, Zoned T3 (Sub-Urban Zone), Ward 2

**Special Exception 2103SE036**, by owners Kyle & Emily Fitzpatrick, tax parcel 07054-01-016.001, Request day care use, Old Hwy 49, Zoned R-O (Residence-office), Ward 7

**Zoning Map Amendment 2103PC038**, by agent Roy V. Dehon, tax parcel 00101-03-025.000, Request to rezone from R-2 (Single-family), B-1 (Neighborhood business), and B-2 (General business) to entirely B-2, 435 E Pasa Rd, Ward 2

**Planning Commission Approval 2103PC039**, by owners Maggie & Jannita Johnson, tax parcel 08108-03-009.000, Request mobile home use, West Virginia Ave, Zoned R-1-S (Single-family), Ward 3

**General Plan 2103PC045**, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 18-lot subdivision (Florence Gardens Phase VII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (Single-family), Ward 6

**Zoning Map Amendment 2103PC048**, by agent Garlon Pomberton, tax parcels 1010E-01-003.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) and T4+ (General Urban Zone "Plus") to completely T4+, W Pine St and Magnolia St, Ward 4

**General Plan 2103PC049**, by owner Rob Lande, LLC, tax parcel 0811F-05-031.000, Approval of General Plan for 12-lot townhouse development (24th Avenue Townhomes) with 1 outparcel, 24th Ave, Zoned T4L (General Urban Zone "Limited"), Ward 3

**Final Plat 2103PC050**, by owner Brookstone Gulf Coast LLC, tax parcels 1009N-01-002.000, 1009N-01-002.001, 1009N-01-002.002, 1009N-01-002.003, 1009N-01-002.004, 1009N-01-002.005, 1009N-01-002.006, 1009N-01-002.007, 1009N-01-002.008, 1009N-01-002.009, Approval of Final Plat for 103-lot subdivision (Brookstone) with 2 outparcels, E Taylor Rd, Zoned R-2 (Single-family), Ward 5

**Planning Commission Approval 2104PC054**, by agent Jeff Markella, Request small cell tower in city right-of-way, 42nd Ave, Lat 30.367421, Long -89.111307, Zoned C8 (Civic space), Ward 1

**Planning Commission Approval 2104PC055**, by agent Jeff Markella, Request small cell tower in city right-of-way, 12th St, Lat 30.366548, Long -89.115639, Zoned R-B (Residence-business), Ward 1

**Planning Commission Approval 2104PC056**, by agent Jeff Markella, Request small cell tower in city right-of-way, Old Pasa Rd, Lat 30.368693, Long -89.114997, Zoned R-B (Residence-business), Ward 1

**Planning Commission Approval 2104PC057**, by agent Jeff Markella, Request small cell tower in city right-of-way, Broad Ave, Lat 30.367777, Long -89.118191, Zoned T4+ (General Urban Zone "Plus"), Ward 1

**Planning Commission Approval 2104PC058**, by agent Jeff Markella, Request small cell tower in city right-of-way, Broad Ave, Lat 30.370791, Long -89.116869, Zoned T4+ (General Urban Zone "Plus"), Ward 1

**Planning Commission Approval 2104PC059**, by agent Jeff Markella, Request small cell tower in city right-of-way, Mita Ave, Lat 30.370114, Long -89.124835, Zoned R-2 (Single-family), Ward 1

**Re subdivision 2101PC014**, by agent Heinrich and Associates, tax parcels 1009L-02-001.001 and 1009L-02-007.000, Divide into 4 parcels, Lowraine Rd and Old Lowraine Rd, Zoned B-1 (Neighborhood business), Ward 5  
This is the 3rd day of March 2021

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0013311

Mar 10 2021

## STATE OF MISSISSIPPI COUNTY OF HARRISON

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

No. of Insertions: 1

Beginning Issue of: 03/10/2021

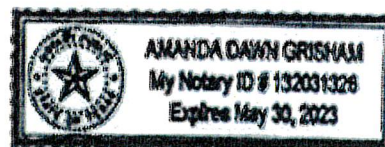
Ending Issue of: 03/10/2021

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

Sworn to and subscribed before me this 11th day of March in the year of 2021

Notary Public

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



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





Insurance Company  
A Division of The Arch Capital Group

Bond No. SU1173700

### MAINTENANCE/WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Necaise Brothers Construction Co., Inc. as Principal (the "Principal") and Arch Insurance Company, a corporation organized under the laws of the State Missouri as Surety (the "Surety"), are held and firmly bound unto City of Gulfport as Oblige, (the "Obligee") in the penal sum of Forty Thousand Three Hundred and 00/100 (\$ 40,300.00 ), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has by written agreement dated \_\_\_\_\_ entered into a contract with Oblige for Drainage & Sewer Maintenance - Brookstone, which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

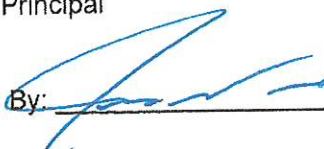
NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Oblige any defect which may develop during a term of One (1) year years(s) from the date of completion and acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

No suit or claim may be commenced by the Oblige against the Surety after the expiration of one (1) year from the date of Oblige's discovery of a defect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 4th day of May A.D. 2021.

Necaise Brothers Construction Co., Inc.  
Principal

By: 

Arch Insurance Company  
Surety

By:   
Kathleen B. Scarborough, Attorney-in-Fact

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

# POWER OF ATTORNEY

## Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jim E. Brashier, Kathleen B. Scarborough, Susan Skrimetta, Patrick T. Mason, James Eley Brashier and Troy P. Wagener of Biloxi, MS (EACH)  
Kimberly B. Barhum, David Robln Fortenberry, Mary Jones Norval and Richard Teb Jones of Hattiesburg, MS (EACH) Dewey B. Mason, Joseph R. Beattie,  
Lisa R. Butler, Lessie R. Anderson and Debbie L. Dunaway of Gulfport, MS (EACH) Andrew P. Underwood of Mobile, AL

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

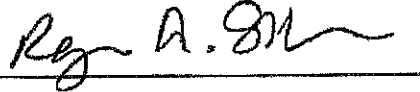
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 5th day of January, 2021

Attested and Certified



Regan A. Shulman, Secretary



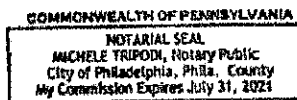
Arch Insurance Company

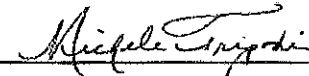


Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



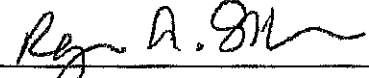


Michele Tripodi, Notary Public  
My commission expires 07/31/2021

## CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 5, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 4th day of May, 2021.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



Insurance Company  
A Division of The Arch Capital Group

Bond No. SU1173701

### MAINTENANCE/WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Necaise Brothers Construction Co., Inc. as Principal (the "Principal") and Arch Insurance Company, a corporation organized under the laws of the State Missouri as Surety (the "Surety"), are held and firmly bound unto City of Gulfport as Obligee, (the "Obligee") in the penal sum of Twenty-Six Thousand Three Hundred and 00/100 (\$ 26,300.00 ), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for Street Maintenance - Brookstone, which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during a term of Three (3) years years(s) from the date of completion and acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

No suit or claim may be commenced by the Obligee against the Surety after the expiration of one (1) year from the date of Obligee's discovery of a defect.

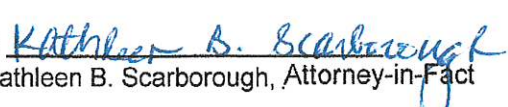
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 4th day of May A.D. 2021.

Necaise Brothers Construction Co., Inc.  
Principal

By: 

Arch Insurance Company  
Surety

By:   
Kathleen B. Scarborough, Attorney-in-Fact



*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

### POWER OF ATTORNEY

#### Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jim E. Brashier, Kathleen B. Scarborough, Susan Skrmetta, Patrick T. Mason, James Eley Brashier and Troy P. Wagener of Biloxi, MS (EACH)  
Kimberly B. Barhum, David Robin Fortenberry, Mary Jones Norval and Richard Teb Jones of Hattiesburg, MS (EACH) Dewey B. Mason, Joseph R. Beattie,  
Lisa R. Butler, Lessie R. Anderson and Debbie L. Dunaway of Gulfport, MS (EACH) Andrew P. Underwood of Mobile, AL

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

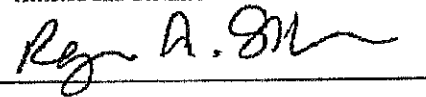
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 5th day of January, 2021

Attested and Certified



Regan A. Shulman, Secretary

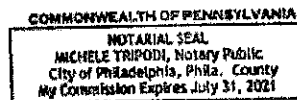


Arch Insurance Company

  
Stephen C. Ruschak, Executive Vice President

#### STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

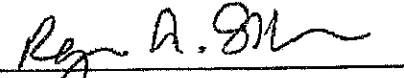


  
Michele Tripodi, Notary Public  
My commission expires 07/31/2021

#### CERTIFICATION

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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 4th day of May, 2021.

  
Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

CITY OF GULFPORT PLANNING COMMISSION

2103PC050

TRANSCRIPT OF HEARING

March 25, 2021

\*\*\*\*\*

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT  
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,  
GULFPORT, MISSISSIPPI, ON THE 25TH DAY OF MARCH 2021  
COMMENCING AT 4:30 P.M. AND REPORTED BY  
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

\*\*\*\*\*

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President  
WILLIAM "PRINCE" JONES  
B.J. SELLERS  
CHARLIE HEWES  
JOHN ANTHONY  
TIMOTHY DAIGLE, JR.  
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES  
SU-LIN BOLIN  
EMMA STRONG  
CORY LONG

1 9. Final Plat 2103PC050

2 MS. STRONG: Final Plat 050 has been duly and  
3 timely noticed as required by law. The applicant requests  
4 approval of final plat for 103 lot subdivision Brookestone  
5 with two outparcels at East Taylor Road, zoned R-2 in Ward  
6 5. A copy of the packet considered is hereby offered to the  
7 record.

8 MR. WILLIAMS: All right. Mr. Knesal, I  
9 assume you're going to speak on that one, too?

10 MR. KNESAL: Yes, sir.

11 Robert Knesal, 111 Lundgren Lane, Gulfport,  
12 Mississippi.

13 Brookestone Subdivision is a development that  
14 Barbara Allen and I started over four and a half years ago.  
15 It's taken this long to get through all the permitting and  
16 all the bureaucracy. Believe me, it's been a headache,  
17 almost a nightmare.

18 But we have completed construction of it.  
19 The weather has killed us. We expected to be finished six  
20 or eight months ago, and that's -- the weather and  
21 hurricanes and all the other. We finally poured the  
22 concrete stamped entrance on Monday.

23 We had punch list inspection last Friday.  
24 The entrance was supposed to have been poured before that.  
25 Of course, it rained several days last week. But we do have

1 a punch list. I met with Jeremy Harrison with the  
2 engineering department, and he told me to speak to Greg.

3 I spoke to Greg Pietrangelo. I didn't speak  
4 to Greg Holmes. I wasn't sure about that.

5 MR. WILLIAMS: You know who makes the  
6 decisions in that department.

7 MR. KNESAL: Greg Pietrangelo, I spoke to him  
8 actually right before I came in here. He said he's  
9 available by phone to confirm anything.

10 But the punch list items, a few items are  
11 still remaining. We intend to have them complete before the  
12 plat is presented to the City Council.

13 And with the exception of one item, there's  
14 emergency access road we originally had proposed on the east  
15 side of the subdivision down behind some lots. And it was  
16 just going to be a limestone road just for strictly  
17 emergency access. It's required if you have over 100 lots.

18 The fire chief Mike Beyerstedt was confirmed  
19 to Greg, also, that he doesn't require emergency road  
20 until 100 homes are actually built and occupied. We have  
21 103 lots, so you're looking at five or six years before 100  
22 houses get built.

23 But in the meantime, through the development,  
24 we've still got a few exits on the west side of the property  
25 that are available for development. So we've actually moved



1 the entrance to the west side of the land. It will be a  
2 permanent entrance. It won't be an emergency drive or road,  
3 a limestone road; it will be an actual paved entrance.

4 And that will be on the next phase that we  
5 proposed to design in the next few months to get the  
6 preliminary design done. But it will definitely be  
7 constructed before we reach anywhere near 100 homes.

8 I think Greg is actually requesting we build  
9 it before the end of the warranty period. So we'll work  
10 through that.

11 But we intend on having the punch list  
12 finished. There's some minor items. We've done most of  
13 them, but there are some minor manhole items and things like  
14 that that will be completed prior in the next week of dry  
15 weather.

16 So we intend to have those done before City  
17 Council (inaudible).

18 And Jeremy Harrison has presented the amount  
19 we need for the bonds, for the warranty bonds, and we'll  
20 secure those as soon as he tells us the date that needs to  
21 be on that. I think it's the date that whenever it goes to  
22 City Council, and I don't know if it's the first or second  
23 meeting in April.

24 So that's our intention. It's been a long  
25 road, and the weather probably killed us for six or eight

1 months and permitting killed us for over a year. So we're  
2 finally at the end.

3 We have several lots committed already with  
4 people. We have over 20 and another 20 or 30 looking at  
5 some different builders that are ready to buy and build  
6 houses.

7 MR. DAIGLE: Just one question for you, sir.  
8 The GIS mapping portion of our package has that they  
9 recommend disapprove provided that your submitted file,  
10 technical here that contains lot lines and water, sewer,  
11 drainage, infrastructure. Are you aware of that; have you  
12 read that?

13 MR. KNESAL: I wasn't -- well, I know my  
14 brother has done the plat and all the plans. He's been  
15 going back and forth with the GIS, and he sent it to them.  
16 He imported it into the Google maps and it actually fit in  
17 there. So he wasn't sure what the technicality was, but  
18 they're working through that.

19 MR. DAIGLE: So you're doing it, it's just  
20 that there's a --

21 MR. KNESAL: Right.

22 MR. DAIGLE: I figured that. I just wanted  
23 to ask the question.

24 MR. KNESAL: Yeah. My brother is the  
25 computer genius, so he knows how to do it way ahead of me.

1 So he'll work it through with them making sure that that's  
2 supplied adequately.

3 MR. DAIGLE: Thank you, sir.

4 MR. WILLIAMS: Any other questions?

5 MR. SELLERS: I have a question, comment. My  
6 house is probably the closest one to the entrance there.  
7 It's gone very well, I'd say everything has gone (inaudible)  
8 myself. But otherwise it's gone well.

9 I have to ask. You come up with another west  
10 entrance there, an entrance further to the west right behind  
11 the apartments?

12 MR. KNESAL: It would be behind the  
13 apartments right in that curve.

14 MR. SELLERS: You can't put it in that curve.

15 MR. KNESAL: We looked at the site business,  
16 and we can work it out with the engineer on how to put it.

17 MR. SELLERS: There's a lot involved in that.  
18 That curve, you know, I mean, a lot better than it was ten  
19 years ago. But it's still --

20 MR. KNESAL: But it would be really a  
21 secondary entrance.

22 MR. SELLERS: Put a lot of thought into that.  
23 But anyway, that's just --

24 (Speaking over each other).

25 MR. KNESAL: We built the Big Lake, and

1 people were concerned about -- Plantation -- about flooding,  
2 and through all this rain we haven't had one complaint, so  
3 it's working.

4 MR. WILLIAMS: Good.

5 So, Greg, on a lot of the things that he  
6 spoke to Greg Pietrangelo about and those things, all those  
7 are in place and we are, if approved, we're comfortable  
8 moving forward with where he is right now?

9 MR. HOLMES: Yeah, we're aware. Basically I  
10 think it's all going to be done before it gets sent to the  
11 council. So it's okay.

12 MR. WILLIAMS: Good. Okay. We'll bring you  
13 back up, Bobby, if there's anything else. Thank you.

14 MR. KNESAL: Thank you.

15 MR. WILLIAMS: Anyone else to speak for this?  
16 Anyone here to speak against this?

17 Commissioners, any other questions or a  
18 motion?

19 MR. DAIGLE: Mr. Chair, motion to approve  
20 Case Number 2103PC050 with stated conditions.

21 MR. WILLIAMS: I have a motion. Do I have a  
22 second?

23 MR. JONES: Second.

24 MR. WILLIAMS: Motion and a second. Any  
25 further discussion? If not, all those in favor signify by



1 saying aye. Any opposed?

2                   It's been approved. Good luck. You did a  
3 good job with it.

4                   (Unanimous vote.)

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2103PC050

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 8 pages constitute a true and correct transcription of said hearing held on the 25th day of March 2021.

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

Witness my signature this the 6th day of April 2021.

---

NORMA JEAN LADNER SOROE, CSR #1297  
Certified Shorthand Reporter



Department of Engineering

4050 Hewes Avenue  
Gulfport, MS 39507-3903  
Phone: 228-868-5740  
Fax: 228-214-2238

May 10, 2021

Mr. Cory Long  
Urban Development Planning Division  
Post Office Box 1780  
1410 24th Avenue, Room 206  
Gulfport, MS 39502  
Telephone (228) 868-5710  
Fax (228) 868-5708  
Email: rlong@gulfport-ms.gov

**Re: Brookestone Subdivision**

Dear Mr. Long:

On March 19, 2021, Engineering and Public Works conducted a final inspection of the referenced subdivision, and deficiencies were noted. A follow-up inspection took place on May 6, 2021 and all punch list items were completed.

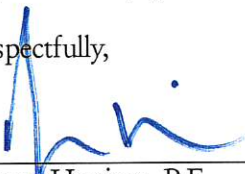
Since the development was approved to use soil cement as the road base, two (2) warranties will be required. A warranty bond in the amount of \$40,300 is required for a period of one (1) year to cover all infrastructure except roadway, and a warranty bond in the amount of \$26,000 is required for a period of three (3) years to cover the roadway.

At the conclusion of the warranty periods, the developer is required to notify the city to schedule the warranty inspections. Prior to acceptance for perpetual maintenance all deficiencies shall be corrected.

We recommend acceptance of the subdivision and the start of the one and three year warranty periods based on the above conditions.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

  
\_\_\_\_\_  
Jeremy Harrison, P.E.  
Assistant City Engineer  
City of Gulfport

Cc:

Wayne Miller, P.E., Director of Public Works & Director of Engineering  
Greg Pietrangelo, Director of Urban Development

Attachments: 1. Engineering Inspection Report  
2. Map

**SUBDIVISION INSPECTION CHECKLIST**

|                            |                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBDIVISION:</b>        | Brookestone Subdivision                                                                                                                                                                                                                                                                                                                                  |
| <b>TYPE OF INSPECTION:</b> | Final Inspection                                                                                                                                                                                                                                                                                                                                         |
| <b>DATE:</b>               | March 19 <sup>th</sup> , 2021                                                                                                                                                                                                                                                                                                                            |
| <b>PERSONS PRESENT:</b>    | Jeremy Harrison, Department of Engineering<br>Aaron James, Department of Engineering<br>Brian Jones, Department of Public Works<br>Joe Johnson, Department of Public Works<br>Mark Kraninger, Department of Public Works<br>Jim Odell, Department of Public Works<br>David Sanzin, H2O<br>Ryan, Necaise Brothers Construction<br>Bobby Knesal, Developer |

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

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

**WATER & SEWER:**

- |                                                                                       |                                         |                             |                              |
|---------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------|------------------------------|
| 1. Are all water meters installed & with no broken/missing parts?                     | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 3. Are sewer cleanouts installed & with no broken/missing parts?                      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 4. Are all manholes installed in accordance with city standards?                      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |



**TRAFFIC & SAFETY:**

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

**PUNCHLIST ITEMS**

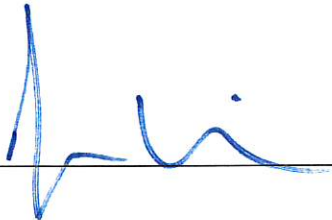
1. Install subdivision entrance. **COMPLETE**
2. Install secondary entrance. **COMPLETE**
3. Additional 15' drainage easement required behind lots 60 – 65. **COMPLETE**
4. Water meter boxes on lots 2, 3, 8, & 9 should have metal tops. **COMPLETE**
5. Repair top of drainage box in front of lot 32. **COMPLETE**
6. Repair top of drainage box north of lot 10. **COMPLETE**
7. Repair leak behind curbing on lots 17 & 30. **COMPLETE**
8. Repair broken curb in front of lots 17 & 81. **COMPLETE**
9. Grout lifting eyes on drain box between lots 89 & 106 and also between lots 46 & 47. **COMPLETE**
10. Adjust and grout ring on SMH-4. **COMPLETE**
11. Raise SMH-6 to above ground level. **COMPLETE**
12. Repair broken sewer clean outs on lots 81,72,67. **COMPLETE**
13. Raise hydrant on lot 79. **COMPLETE**
14. Grout around annular space on SMH-11. **COMPLETE**
15. Grout areas of infiltration on SMH-7, SMH-13, SMH-18, SMH-20. **COMPLETE**
16. Street name sign missing at 4 way of Grace Drive. **COMPLETE**
17. Provide additional rip rap at weir outfall. **COMPLETE**

**ALL LOT CALL OUTS ARE BASED OFF CONSTRUCTION PLANS**

**GENERAL NOTES:**

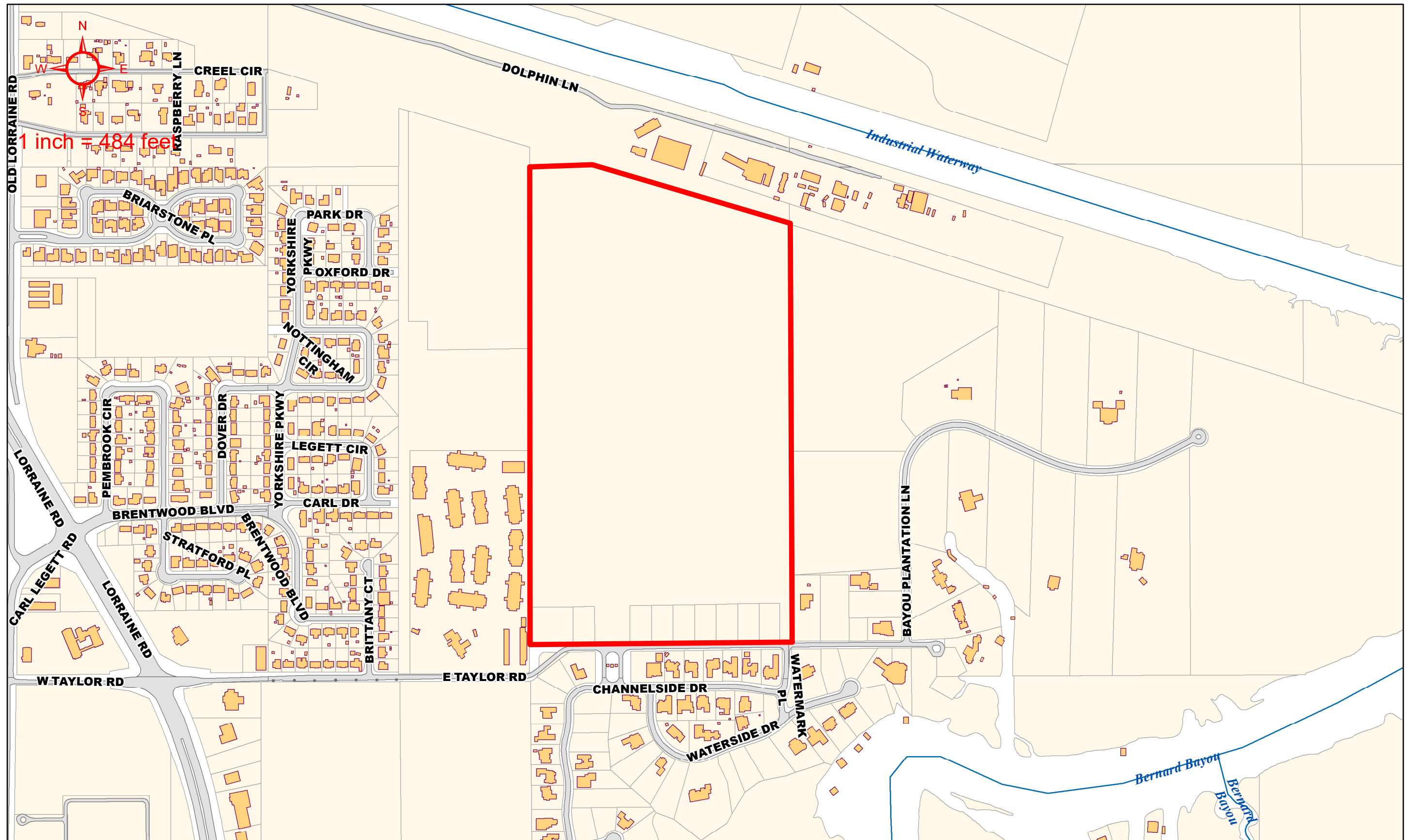
1. Install end treatments on all outfall pipes where required. **COMPLETE**
2. Correct water service fittings in meter boxes. **COMPLETE**
3. Establish vegetation on all ditch banks and disturbed areas throughout development. **COMPLETE**
4. Remove sediment along streets. **COMPLETE**
5. Install steps in all drainage structures 4' or deeper. **COMPLETE**
6. Install streetlights. **UNDER CONTRACT W/ MSPower**
7. Provide as-builts in dwg & pdf format. **COMPLETE**

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



Date: 3/10/2021

Name: Jeremy Harrison, P.E. Title: Assistant Director of Engineering



BROOKESTONE SUBDIVISION

# MEMORANDUM

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

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

**Date:** May 7, 2021

**Re:** Zoning Map Amendment 2103PC038, by agent Roy V. Dehon, tax parcel 0910I-03-026.000, Request to rezone from R-2 (Single-family), B-1 (Neighborhood business), and B-2 (General business) to entirely B-2, 435 E Pass Rd, Ward 2

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

**Motion:** Mr. Hewes

**Second:** Mr. Hancock

|                  |            |
|------------------|------------|
| KEITH WILLIAMS   | – Chairman |
| HAROLD SPANN     | – Absent   |
| COLETTE TOWLES   | – Absent   |
| VIRGINIA ADOLPH  | – Absent   |
| CHARLIE HEWES    | – Yea      |
| BJ SELLERS       | – Yea      |
| WM. PRINCE JONES | – Yea      |
| DOUG HANCOCK     | – Yea      |
| JOHN ANTHONY     | – Yea      |
| BRANDON ELLIOTT  | – Absent   |
| TIM DAIGLE JR    | – Yea      |

**Action:** Motion was carried unanimously.

**Speaking for the Petition:**

1. Vic Dehon

**Speaking against the Petition:**

1. Sandra Hosford-Shavers

On March 25, 2021, the Planning Commission recommended approval of the above referenced case.

**Please place the attached item on the Council agenda for May 18, 2021.**

# Technical Report

## Zoning Map Amendment

### GENERAL INFORMATION

Case File Number: 2103PC038

Hearing Date: March 25, 2021

Current Zoning/Use: R-2, B-1, B-2 / Business

Legal: Zoning Map Amendment 2103PC038, by agent Roy V. Dehon, tax parcel 0910I-03-026.000, Request to rezone from R-2 (Single-family), B-1 (Neighborhood business), and B-2 (General business) to entirely B-2, 435 E Pass Rd, Ward 2

### TECHNICAL DETAILS

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.

According to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.



# Technical Report

## *Zoning Map Amendment*

The applicants are requesting to rezone approximately 2.36 acres of mixed-zoned property from B-1 (Neighborhood Business), R-2 (Single Family Medium Density), and B-2 (General business) to an entire B-2 zone. The property has current commercial buildings on it and was used as Champion Dodge for several years. The applicant states that there will be no change in use; rather, the site will continue to be used as a body shop. The previous use was a car dealership and its related functions, and the use of an auto body shop requires Planning Commission Approval in a B-2 zoning district. Other, less invasive auto repair can be done by right.

According to the City's 2002 Comprehensive Plan, some commercial activity was shown in the area. There is an approved future land use of a commercial nature in this area, and it appears that the entire parcel was meant to be the same zone.

The applicant has provided a few statements in support of the zoning change request, but they did not specifically address which conditions they are referring to. These justifications seem to include: error and change in conditions.

- (a) Error is indicated by the applicant in their statement "[t]his parcel has been used in a commercial capacity as a body shop for the past 21 years, not realizing it was zoned as residential." Split-zoning of property is rare and not generally allowed, so an error in the past is plausible.
- (b) Change in conditions is implied due to the moving of the previous car dealership and thus recent changes to the property use and business licenses. Parts of the previous business were nonconforming, so the recent applications for new business licenses in this area have led to the need to bring the property into conformance.
- (c) Increased need for sites is not addressed as a justification by the applicant.
- (d) Annexation is not applicable to this site nor are any statements provided by the applicant.
- (e) Ordinance changes are not applicable to this site nor are any statements provided by the applicant.

### ***EXECUTIVE SUMMARY***

The applicant has provided statements implying error and change in conditions as the need for rezoning. The previous use has left, requiring the new uses to conform. The property is currently split-zoned, which could plausibly be due to an error. It is preferred that each parcel have only one zoning district.

Any approval should consider these conditions:

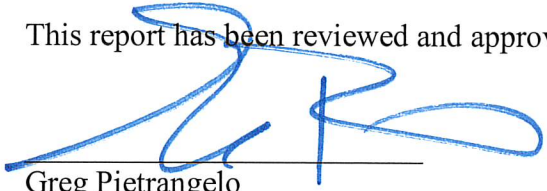
1. The proposed use of an auto body shop requires Planning Commission Approval.

# Technical Report

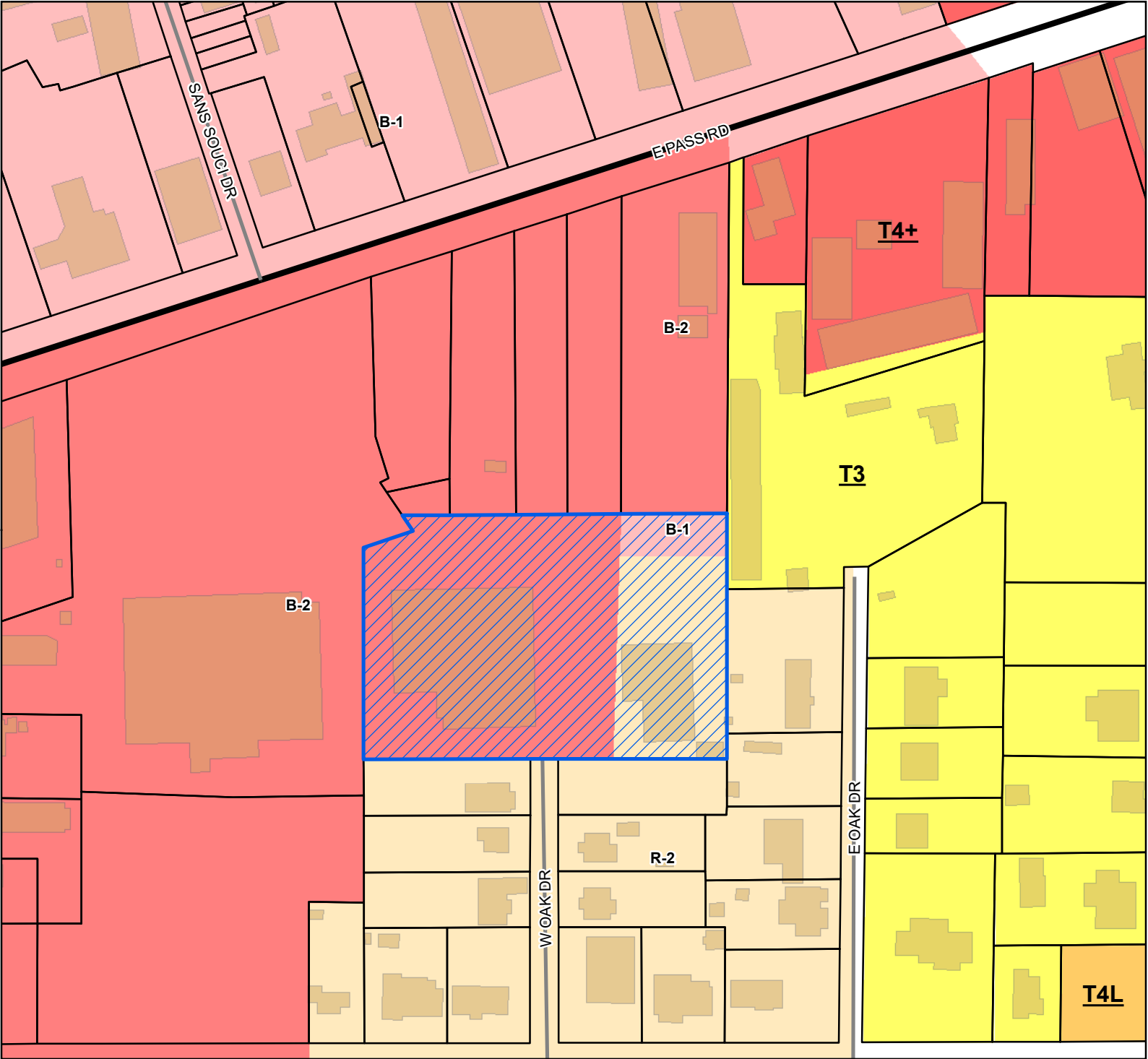
## *Zoning Map Amendment*

### ***DIRECTOR APPROVAL***

This report has been reviewed and approved by:



Greg Pietrangelo  
Director of Urban Development Department



Site

US or State Highway

Street

Parcels

Buildings

**Smart Code**

T4+

T4L

T3

**Zoning**

B-1 - Neighborhood Business District

B-2 - General Business District

R-2 - Single Family Residence District (Medium Density)

**Site Information**

0910I-03-026.000

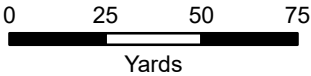
Zoning: R-2 (Single-family)

B-1 (Neighborhood business)

B-2 (General business)

Size: 2.36 acres

Flood: X



1 inch = 150 feet



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



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

For Staff Use Only

Case File #: 2403PC038Date Received: 1-28-2021

Receipt #: \_\_\_\_\_

Received By: Sub

Zoning: \_\_\_\_\_

Ward: \_\_\_\_\_ Flood: \_\_\_\_\_

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

## Property Information

TAX PARCEL # 

|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 9 | 1 | 0 | E | - | 0 | 3 | - | 0 | 2 | 6 | • | 0 | 0 | 0 |
|   |   |   |   |   | - |   |   | - |   |   |   | • |   |   |   |
|   |   |   |   |   | - |   |   | - |   |   |   | • |   |   |   |

(If necessary, use separate sheet of paper)

Address of Property Involved: 435 E Pass Rd, Gulfport MS 39507

Lot(s) \_\_\_\_\_, Block(s) \_\_\_\_\_, Subdivision \_\_\_\_\_

General Location: E. Pass Rd & Courthouse Rd

## GENERAL DESCRIPTION OF REQUEST:

Rezone Parcel from B2 & B1 to B2

## 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

Mississippi Gulf Properties, LLC  
Printed Name Of Owner

11477 Northpark Dr  
Mailing Address

Gulfport MS 39503  
City State Zip code

228-896-1515  
Home Phone Work/Cell Phone

Home Phone Work/Cell Phone

Email \_\_\_\_\_

Signature Of Owner

Roy V. Dehon  
Printed Name Of Agent

210 Highpoint Dr  
Mailing Address

Diamondhead MS 39525  
City State Zip code

504-415-3082 228-896-1515  
Home Phone Work/Cell Phone

Home Phone Work/Cell Phone

riedehon@yahoo.com  
Email

Roy V. Dehon  
Signature Of Agent

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) Robert Weinmann

ADDRESS (STREET, CITY, STATE, ZIP CODE) 8720 Maunalani PL Diamondhead  
MS 39525

PHONE # (H) 504-250-0220 (W) 228-896-1575

TAX PARCEL NUMBER(S) OWNED 0910I-03-026-000

SIGNATURE: [Signature]

NAME OF OWNER (PRINT) Boy V. Dehon

ADDRESS (STREET, CITY, STATE, ZIP CODE) 210 Highpoint Dr, Diamondhead, MS  
39525

PHONE # (H) 504-415-3082 (W) 228-896-1575

TAX PARCEL NUMBER(S) OWNED 0910I-03-026-000

SIGNATURE: \_\_\_\_\_

NAME OF OWNER (PRINT) \_\_\_\_\_

ADDRESS (STREET, CITY, STATE, ZIP CODE) \_\_\_\_\_

PHONE # (H) \_\_\_\_\_ (W) \_\_\_\_\_

TAX PARCEL NUMBER(S) OWNED \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

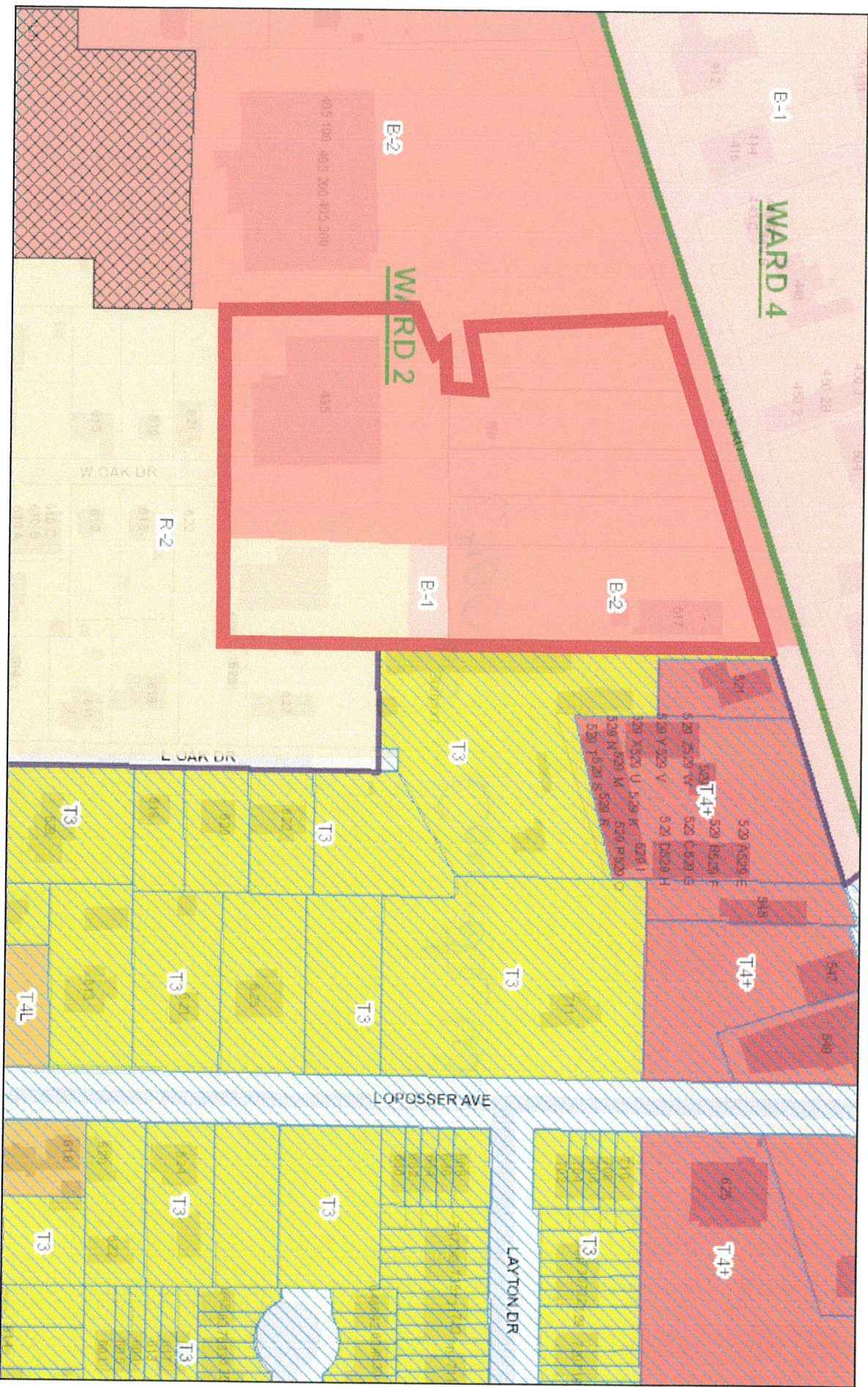
(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: Boy V. Dehon

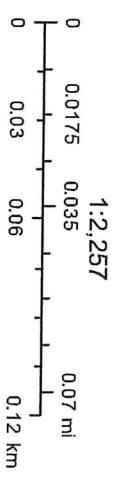


# Gulfport Online Atlas



January 14, 2021

- Hybrid Zones
- Hybrid
- Wards
- Government Property





January 21, 2020

City of Gulfport  
Urban Development-Planning Division  
1410 24<sup>th</sup> Ave.  
Gulfport, MS 39501

Re: Application for zoning map amendment/land use reclassification

Parcel: 0910I-03-026.000

Statement of Fact

Attached please find the application for zoning map amendment/land use reclassification for the above referenced parcel, being presented by Robert Weinmann, 8720 Maunalani Pl., Diamondhead, MS and Roy V. Dehon, 210 Highpoint Ave, Diamondhead, MS, as joint owners of Mississippi Gulf Properties, LLC, the entity that owns the parcel. This particular parcel has been owned by Mississippi Gulf Properties since March, 2000 and was consistently used as part of the automotive sales and service facility, Champion Chrysler Dodge Jeep Ram. This parcel has been used in a commercial capacity as a body shop for the past 21 years, not realizing it was zoned as residential. This parcel is appropriate for this commercial use as the neighborhood is mainly commercial and so there is a public need for rezoning. No new construction will be necessary, as a re-utilization of the existing structure is all that is planned. There are only minor renovations planned for the interior of the building. We are asking for a condition for change now that the grandfathered status is being removed and we need it to be a conforming situation so automotive repairs can take place on that parcel.

We would like to ask at this time, that the zoning be changed from R2 and B1 to B2.

Thank you for your consideration.



Vic Dehon  
Owner / Agent  
Mississippi Gulf Properties

Sworn to and subscribed before me this 21<sup>st</sup> day of January, 2021



Notary Public



**MISSISSIPPI GULF PROPERTIES, LLC.**

435 E Pass Rd.  
Gulfport, MS 39507

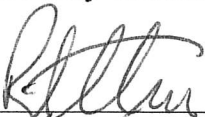
January 21, 2021

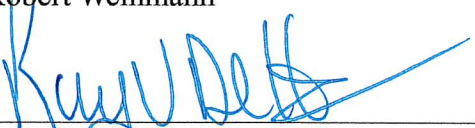
**Authority to act as agent**

Mississippi Gulf Properties, LLC is jointly owned by Robert Weinmann and Roy V. Dehon. Parcel 0910I-03-026.000 is one of the parcels owned by Mississippi Gulf Properties, LLC.

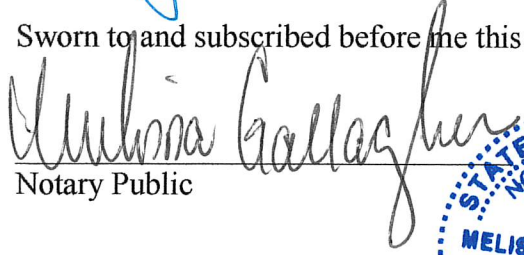
It is hereby resolved, on January 21, 2021, that Roy V. Dehon shall be appointed to act as agent for Mississippi Gulf Properties, LLC in the matter of the application for zoning map amendment/land use reclassification. He shall represent the ownership in all matters related to the rezoning of parcel 0910I-03-026.000.

Resolved this 21<sup>st</sup> day of January 2021

  
\_\_\_\_\_  
Robert Weinmann

  
\_\_\_\_\_  
Roy V. Dehon

Sworn to and subscribed before me this 21<sup>st</sup> day of January, 2021

  
\_\_\_\_\_  
Notary Public







# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

---

| Name                             | Name Type |
|----------------------------------|-----------|
| MISSISSIPPI GULF PROPERTIES, LLC | Legal     |

### Business Information

---

|                                  |                           |
|----------------------------------|---------------------------|
| <b>Business Type:</b>            | Limited Liability Company |
| <b>Business ID:</b>              | 675364                    |
| <b>Status:</b>                   | Good Standing             |
| <b>Effective Date:</b>           | 08/31/1999                |
| <b>State of Incorporation:</b>   | Mississippi               |
| <b>Principal Office Address:</b> |                           |

### Registered Agent

---

**Name**  
Robert T Weinmann  
11477 Northpark Drive  
Gulfport, MS 39503

### Officers & Directors

---

| Name                                                        | Title           |
|-------------------------------------------------------------|-----------------|
| Robert T Weinmann<br>PO Box 6971<br>METAIRIE, LA 70009-6971 | Manager, Member |

BOOK 1486 PAGE 624

INDEXING INSTRUCTIONS: 36-7-11, 1st J.D.

STATE OF MISSISSIPPI  
COUNTY OF HARRISON



WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

EDWIN H. SAYLOR,  
Being One and the Same as Ed Saylor

does hereby sell, convey and warrant unto

MISSISSIPPI GULF PROPERTIES, I.L.C.,  
A Mississippi Limited Liability Company,

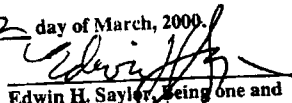
the following described real property, together with all improvements thereon, located in Gulfport, First Judicial District of Harrison County, Mississippi, to wit:

SEE EXHIBIT "A" HERETO.

This conveyance is subject to all restrictions, reservations, leases and easements affecting said property on file and of record in the office of the Chancery Clerk of Harrison County, State of Mississippi.

Applicable advalorem taxes for the current year have been prorated between the parties hereto and are assumed by the Grantee herein.

WITNESS my signature on this 2 day of March, 2000.

  
Edwin H. Saylor, Being one and  
the same as Ed Saylor

BOOK 1486 PAGE 625

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named Edwin H. Saylor, who acknowledged that he executed the above and foregoing instrument.

GIVEN UNDER MY HAND and official seal of office, this 2 day of March, 2000.

My commission expires: 7/2/2000



[Signature]  
NOTARY PUBLIC

Grantors Address:  
2301 14th St, Ste 600  
Gulfport MS 39501  
228-863-8861

Grantees Address:  
2301 14th St, Ste 600  
Gulfport MS 39501  
228-863-8861

THIS INSTRUMENT PREPARED BY:  
DICKINSON, ROS, WOOTEN & SAMSON, P.L.L.C.  
2301 14TH STREET, SUITE 600  
GULFPORT, MS 39501  
(228) 863-8861

PREPARED BY AND RETURN TO:  
DICKINSON, ROS, WOOTEN, & SAMSON, PLLC  
P.O. DRAWER 660  
GULFPORT, MS 39502  
(228) 863-8861

PARCEL 1:

A parcel of land situated and being located in a part of Section 36, Township 7 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at the point on the north margin of Victory Street with the east margin of West Oak Avenue, said point also being the SW corner of Parcel 1 as shown on a survey of James A. Martin, April, 1956 for T.J. Blount; thence run North 00°15' West 307.00 feet along the east margin of West Oak Avenue to the NW corner of Parcel 5 and the SW corner of Parcel 6 of the said T.J. Blount Survey and said corner being the Point of Beginning of the parcel thereon described; thence run from said Point of Beginning South 89°57' West 217.2 feet to the east line of the property of National Tea Company (formerly Torjusen); thence run North 01°38' West 236.1 feet along the east line of National Tea Company; thence run North 71°17' East 55.9 feet; thence run North 18°43' West 18.71 feet along a line being the former outside wall of a concrete block building to the SW corner of the property of Center Development Company; thence run North 89°41' East 62.6 feet to the SE corner of Center Development Company; thence run North 00°24' East 282.2 feet along the east line of Center Development Company and the east line of the property of Martin's Corporation to the new southerly margin of Pass Christian Road; thence run North 72°05' East 186.4 feet along the southerly margin of Pass Christian Road to the West line of Lot B of the Hurlbert Survey made by James A. Martin on January 11, 1957, recorded in Deed Book 417 on Page 346 in the office of the Chancery Clerk of Harrison County; thence run South 00°23' East 338.5 feet along the west line of said Lot B and the west line of the property of Wesix; thence run North 89°41' East 114.5 feet to the SE corner of Lot A of said Hurlbert Survey; thence run South 00°24' East 273.3 feet to the SE corner of said Parcel 6 of the T.J. Blount Survey; thence run South 89°57' West 183.6 feet along the south line of said Parcel 6 to the Point of Beginning.

Being the same property conveyed to Edwin H. Saylor in that certain Deed dated February 5, 1990, which appears of record in the Land Deed Records of the First Judicial District of Harrison County, Mississippi, Book 1218, Page 54.

PARCEL 2:

A parcel of land lying and being situated in the City of Gulfport, First Judicial District, Harrison County, Mississippi, more particularly described as follows: Beginning at the intersection of the West line of the SW 1/4 of the NE 1/4 of Section 36, Township 7 South, Range 11 West, with the South line of Old Pass Christian Road; thence running in a Northeasterly direction along the South line of said Old Pass Christian Road a distance of 591 feet, more or less, to an iron pipe; thence running South and parallel to the West line of the SW 1/4 of the NE 1/4 a distance of 295 feet more or less to an iron pipe; running thence East at an angle of 90°, a distance of 300 feet more or less to a point of beginning; continue



BOOK 1486 PAGE 627

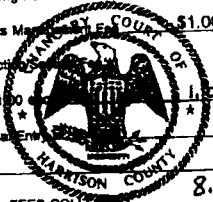
thence North along said line a distance of 387.6 feet to the South margin of Old Pass Christian Road; thence run Southwesterly at an angle of 72°33', a distance of 120 feet; thence South a distance of 351.6 feet; thence East 114.5 feet to the point of beginning. Being designated as Lots A & B of the Survey made by James A. Martin, C.E., January 11, 1957, recorded on Page 346, Deed Book 417 in the Chancery Clerk's office, Harrison County, Mississippi, First Judicial District. LESS AND EXCEPT: A parcel of land located in Section 36, Township 7 South, Range 11 West, Harrison County, Mississippi, described as: Commencing at the intersection of the East margin of Courthouse Road and the South line of Pass Christian Road; run thence Northeasterly along the said South line of Pass Christian Road a distance of 808.84 feet to the point of beginning; thence continue Northeasterly along said South margin of Pass Christian Road a distance of 120.0 feet to the NE corner of Southern Savings & Loan Association and the NW corner of Bessie Knowles; thence South along said line, which line is the east line of the parcel to be conveyed, a distance of 11.4 feet to a point on the proposed right of way of Pass Christian Road; thence Southwesterly along said proposed right of way a distance of 120.0 feet to the East line of Ervin Hurlbert and the West line of Southern Savings & Loan Association; thence North and along said line, which line is the west line of the parcel to be conveyed, a distance of 12.2 feet to the point of beginning; together with all improvements thereon and all appurtenances in any wise appertaining thereto.

Being the same property conveyed to Ed Saylor in that certain Special Commissioner's Deed dated July 13, 1999, which appears of record in the Land Deed Records of the First Judicial District of Harrison County, Mississippi, Book 1459, Page 155.

Instrument No. 2002

STATEMENT OF FEES

|                      |        |
|----------------------|--------|
| Recording Fee        | \$6.00 |
| Records Map          | \$1.00 |
| Abstract             | \$1.00 |
| Marginal Entry       | \$1.00 |
| Other                |        |
| TOTAL FEES COLLECTED | 8.00   |



STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 4 o'clock and 45 minutes PM on 30 day of March A.D. 2000 and recorded March 6 2000 in Records of Deeds Book 1486 Pages 624-627

JOHN McADAMS, Chancery Clerk

LAWRENCE GREENWOOD 00005

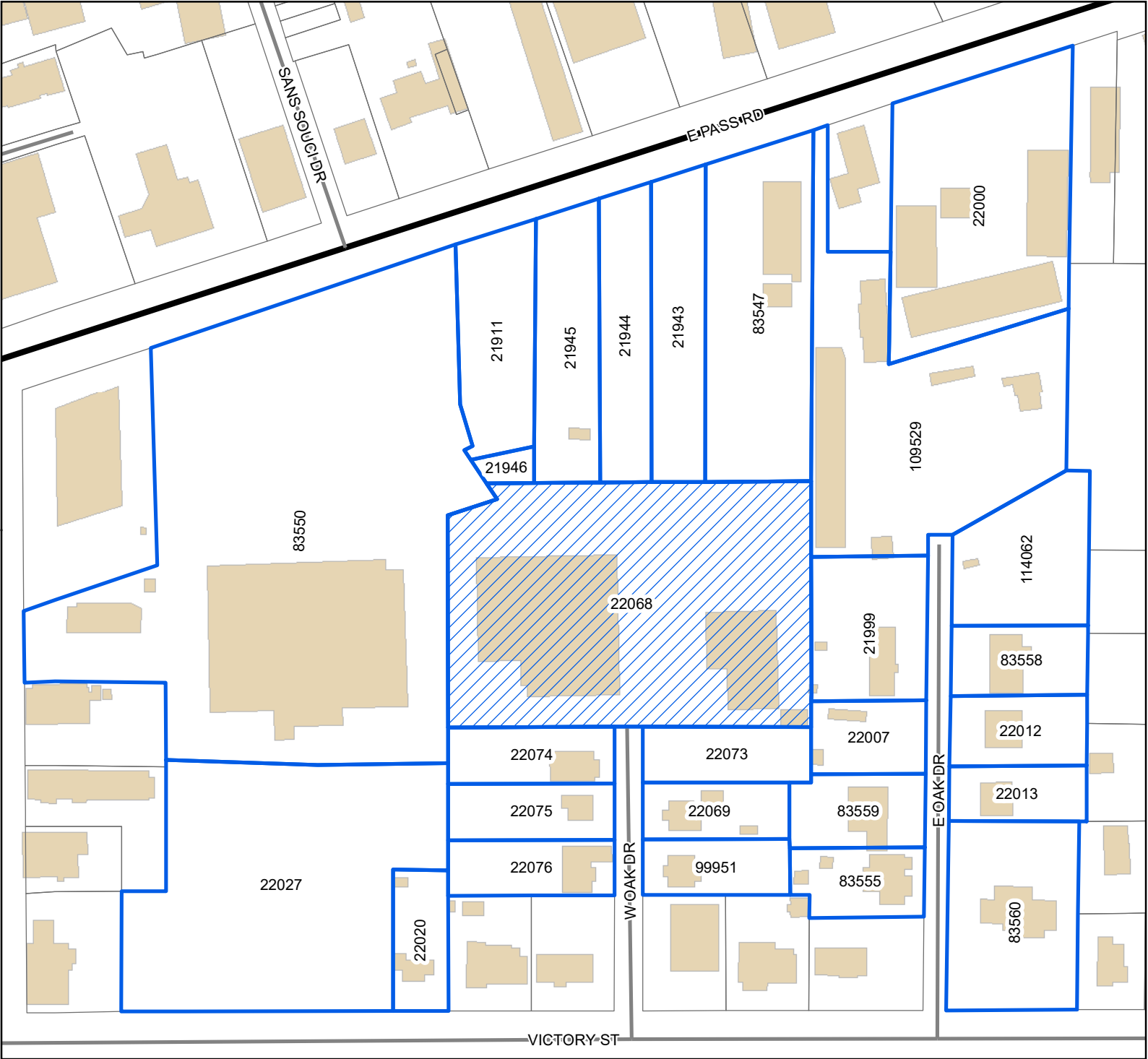
**RE: Zoning Map Amendment 2103PC038, by agent Roy V. Dehon, tax parcel 0910I-03-026.000, Request to rezone from R-2 (Single-family), B-1 (Neighborhood business), and B-2 (General business) to entirely B-2, 435 E Pass Rd, Ward 2**

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, March 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

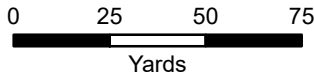
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, March 25, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email [planners@gulfport-ms.gov](mailto:planners@gulfport-ms.gov). The application is available for viewing in the Planning Division office at 1410 24<sup>th</sup> Avenue.

| Mail                            | PPIN   | Parcel ID        | Name                             | Address                | City           | State | ZIP        |
|---------------------------------|--------|------------------|----------------------------------|------------------------|----------------|-------|------------|
| Y                               | 22068  | 0910I-03-026.000 | MISS GULF PROPERTIES LLC (Owner) | 11477 Northpark Dr     | GULFPORT       | MS    | 39503      |
| Y                               |        |                  | Roy V. Dehon (Agent)             | 210 Highpoint Dr       | Diamondhead    | MS    | 39525      |
| <b>Adjacent Property Owners</b> |        |                  |                                  |                        |                |       |            |
| Y                               | 83550  | 0910I-03-012.000 | ATA HOLDINGS LLC                 | 427 N COLUMBIA ST      | COVINGTON      | LA    | 70453      |
| Y                               | 22069  | 0910I-03-028.000 | BAYOU RENTAL PROPERTIES INC      | 1502 MILL RD           | GULFPORT       | MS    | 39503      |
| Y                               | 83559  | 0910I-03-032.000 | CRAFT FLORA J                    | 619 E OAK DR           | GULFPORT       | MS    | 39507      |
| Y                               | 99951  | 0910I-03-029.002 | D S LADNER HOLDINGS LLC          | 9366 STONE RD          | GULFPORT       | MS    | 39503      |
| Y                               | 21946  | 0910I-03-011.000 | DALEY ROBERT M                   | P O BOX 4273           | GULFPORT       | MS    | 39502      |
| Y                               | 83560  | 0910I-03-040.000 | DINKINS WAYNE                    | 528 VICTORY STREET     | GULFPORT       | MS    | 39501      |
|                                 | 83558  | 0910I-03-037.000 | DODSON LISA                      | 5114 KENDALL AVE       | GULFPORT       | MS    | 39507      |
| Y                               | 109529 | 0910I-03-005.001 | DODSON LISA P                    | 5114 KENDALL AVE       | GULFPORT       | MS    | 39506      |
|                                 | 114062 | 0910I-03-037.001 | DODSON LISA P                    | 5114 KENDALL AVE       | GULFPORT       | MS    | 39507      |
| Y                               | 22027  | 0910I-03-019.000 | GULFPORT SCHOOL DISTRICT         | P O BOX 220            | GULFPORT       | MS    | 39502      |
| Y                               | 22075  | 0910I-03-024.000 | MICKEY RONALD                    | 12574 ACY LADNER RD    | PASS CHRISTIAN | MS    | 39571      |
| Y                               | 21911  | 0910I-03-010.000 | MISS BAY PROPERTIES LLC          | 435 E PASS RD          | GULFPORT       | MS    | 39507      |
| Y                               | 83547  | 0910I-03-006.000 | MISS GULF PROPERTIES LLC         | 435 E PASS RD          | GULFPORT       | MS    | 39507      |
|                                 | 21943  | 0910I-03-007.000 | MISS GULF PROPERTIES LLC         | 435 E PASS RD          | GULFPORT       | MS    | 39507      |
|                                 | 21944  | 0910I-03-008.000 | MISS GULF PROPERTIES LLC         | 435 E PASS RD          | GULFPORT       | MS    | 39507      |
|                                 | 21945  | 0910I-03-009.000 | MISSISSIPPI GULF PROPERTIES LLC  | 435 E PASS RD          | GULFPORT       | MS    | 39507      |
| Y                               | 22000  | 0910I-03-004.000 | PALM VIEW APARTMENTS LLC         | P O BOX 7605           | GULFPORT       | MS    | 39506-7605 |
| Y                               | 21999  | 0910I-03-034.000 | SELCREST INVESTMENTS LLC         | 4502 HARRISON AVE      | GULFPORT       | MS    | 39507      |
|                                 | 22007  | 0910I-03-033.000 | SELCREST INVESTMENTS LLC         | 4502 HARRISON AVE      | GULFPORT       | MS    | 39507      |
|                                 | 22013  | 0910I-03-039.000 | SELCREST INVESTMENTS LLC         | 4502 HARRISON AVE      | GULFPORT       | MS    | 39507      |
| Y                               | 22074  | 0910I-03-025.000 | SHAVERS SANDRA K HOSFORD ETAL    | 15112 N BIG HILL ROAD  | GULFPORT       | MS    | 39503      |
| Y                               | 22012  | 0910I-03-038.000 | SINCLAIR WILLIAM C               | 620 E OAK DRIVE        | GULFPORT       | MS    | 39507      |
| Y                               | 22076  | 0910I-03-023.000 | STONEHEART HOLDINGS LLC          | 2691 IVORYHILL ST      | LAS VEGAS      | NV    | 89135      |
| Y                               | 22020  | 0910I-03-020.000 | TOP ROCK HOLDINGS LLC            | 9366 STONE ROAD        | GULFPORT       | MS    | 39503      |
| Y                               | 83555  | 0910I-03-031.000 | TOWLES BILLY R -L/E-             | 611 E OAK DR           | GULFPORT       | MS    | 39507      |
| Y                               | 22073  | 0910I-03-027.000 | TURAN KATHY P                    | 13141 NORTH CYPRESS DR | GULFPORT       | MS    | 39503      |



Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Buildings



1 inch = 150 feet



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





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## AFFIDAVIT OF PUBLICATION

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|           | 20937        | Print Legal Ad - IPL0013311 |          |        | 2    | 7.11  |

Attention: Matilda Welch

PO BOX 1780

GULFPORT, MS 39502

### LEGAL NOTICE PUBLIC HEARING

In conformance with Section VII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, March 25, 2021, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

**Re subdivision 2102PC019**, by owner Smugglers Cove Investments, LLC, tax parcels 07111-03-056.000 and 07111-03-057.000, Divide into two new parcels, 40th Ave, Zoned T3 (Sub-Urban Zone), Ward 2

**Re subdivision 2103PC035**, by owners Jeanette and Wallace Lachner, tax parcels 07110-03-074.000 and 07110-03-073.000, Divide into four new parcels, Woodward and Alston Ave, Zoned T3 (Sub-Urban Zone), Ward 2

**Special Exception 2103SE036**, by owners Kyle & Emily Fitzpatrick, tax parcel 07054-01-016.001, Request day care use, Old Hwy 49, Zoned R-O (Residence-office), Ward 7

**Zoning Map Amendment 2103PC038**, by agent Roy V. Dehon, tax parcel 00101-03-025.000, Request to rezone from R-2 (Single-family), B-1 (Neighborhood business), and B-2 (General business) to entirely B-2, 435 E Pass Rd, Ward 2

**Planning Commission Approval 2103PC039**, by owners Maggie & Jannita Johnson, tax parcel 08108-03-009.000, Request mobile home use, West Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

**General Plan 2103PC045**, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 18-lot subdivision (Florence Gardens Phase VII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (Single-family), Ward 6

**Zoning Map Amendment 2103PC048**, by agent Garlon Pomberton, tax parcels 1010E-01-003.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) and T4+ (General Urban Zone "Plus") to completely T4+, W Pine St and Magnolia St, Ward 4

**General Plan 2103PC049**, by owner Rob-Landa, LLC, tax parcel 0811F-05-031.000, Approval of General Plan for 12-lot townhouse development (24th Avenue Townhomes) with 1 outparcel, 24th Ave, Zoned T4L (General Urban Zone "Limited"), Ward 3

**Final Plat 2103PC050**, by owner Brookstone Gulf Coast LLC, tax parcels 1009N-01-002.000, 1009N-01-002.001, 1009N-01-002.002, 1009N-01-002.003, 1009N-01-002.004, 1009N-01-002.005, 1009N-01-002.006, 1009N-01-002.007, 1009N-01-002.008, 1009N-01-002.009, Approval of Final Plat for 103-lot subdivision (Brookstone) with 2 outparcels, E Taylor Rd, Zoned R-2 (Single-family), Ward 5

**Planning Commission Approval 2104PC054**, by agent Jeff Markella, Request small cell tower in city right-of-way, 42nd Ave, Lat 30.367421, Long -89.111307, Zoned C8 (Civic space), Ward 1

**Planning Commission Approval 2104PC055**, by agent Jeff Markella, Request small cell tower in city right-of-way, 12th St, Lat 30.366548, Long -89.115639, Zoned R-B (Residence-business), Ward 1

**Planning Commission Approval 2104PC056**, by agent Jeff Markella, Request small cell tower in city right-of-way, Old Pass Rd, Lat 30.368693, Long -89.114997, Zoned R-B (Residence-business), Ward 1

**Planning Commission Approval 2104PC057**, by agent Jeff Markella, Request small cell tower in city right-of-way, Broad Ave, Lat 30.367777, Long -89.118191, Zoned T4+ (General Urban Zone "Plus"), Ward 1

**Planning Commission Approval 2104PC058**, by agent Jeff Markella, Request small cell tower in city right-of-way, Broad Ave, Lat 30.370791, Long -89.116869, Zoned T4+ (General Urban Zone "Plus"), Ward 1

**Planning Commission Approval 2104PC059**, by agent Jeff Markella, Request small cell tower in city right-of-way, Mita Ave, Lat 30.370114, Long -89.124835, Zoned R-2 (Single-family), Ward 1

**Re subdivision 2101PC014**, by agent Heinrich and Associates, tax parcels 1009L-02-001.001 and 1009L-02-007.000, Divide into 4 parcels, Lorraine Rd and Old Lorraine Rd, Zoned B-1 (Neighborhood business), Ward 5  
This is the 3rd day of March 2021

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0013311

Mar 10 2021

## STATE OF MISSISSIPPI COUNTY OF HARRISON

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

No. of Insertions: 1

Beginning Issue of: 03/10/2021

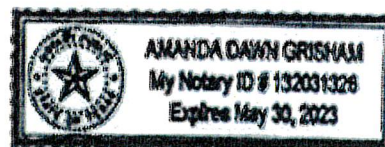
Ending Issue of: 03/10/2021

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

Sworn to and subscribed before me this 11th day of March in the year of 2021

Notary Public

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



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

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 \_\_\_\_\_, 2021, 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-2 (SINGLE-FAMILY), B-1 (NEIGHBORHOOD BUSINESS), AND B-2 (GENERAL BUSINESS) DISTRICTS TO ENTIRELY B-2 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 number 0910I-03-026.000, which is generally described as being located north of Victory Street, south of East Pass Road, east of Courthouse Road, and west of East Oak Drive, should be rezoned from its present classification of R-2 (Single-family), B-1 (Neighborhood business), and B-2 (General business) Districts to entirely B-2 District. The Case File Number is 2103PC038.

**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-2 (Single-family), B-1 (Neighborhood business), and B-2 (General business) Districts to entirely B-2 District.**

Ad valorem tax parcel number 0910I-03-026.000 is legally described as:

A parcel of land situated and being located in a part of Section 36, Township 7 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at the point on the north margin of Victory Street with the east margin of West Oak Avenue, said point also being the SW corner of Parcel 1 as shown on a survey of James A. Martin, April, 1956 for T.J. Blount; thence run North 00°15' West 307.00 feet along the east margin of West Oak Avenue to the NW corner of Parcel 5 and the SW corner of Parcel 6 of the said T.J. Blount Survey and said corner being the Point of Beginning of the parcel thereon described; thence run from said Point of Beginning South 89°57' West 217.2 feet to the east line of the property of National Tea Company (formerly Torjusen); thence run North 01°38' West 236.1 feet along the east line of National Tea Company; thence run North 71°17' East 55.9 feet; thence run North 18°43' West 18.71 feet along a line being the former outside wall of a concrete block building to the SW corner of the property of Center Development Company; thence run North 89°41' East 62.6 feet to the SE corner of Center Development Company;

thence run North 00°24' East 282.2 feet along the east line of Center Development Company and the east line of the property of Martin's Corporation to the new southerly margin of Pass Christian Road; thence run North 72°05' East 186.4 feet along the southerly margin of Pass Christian Road to the West line of Lot B of the Hurlbert Survey made by James A. Martin on January 11, 1957, recorded in Deed Book 417 on Page 346 in the office of the Chancery Clerk of Harrison County; thence run South 00°23' East 338.5 feet along the west line of said Lot B and the west line of the property of Wesix; thence run North 89°41' East 114.5 feet to the SE corner of Lot A of sad Hurlbert Survey; thence run South 00°24' East 273.3 feet to the SE corner of said Parcel 6 of the T.J. Blount Survey; thence run South 89°57' West 183.6 feet along the south line of said Parcel 6 to the point of beginning.

Being the same property conveyed to Edwin H. Saylor in that certain Deed dated February 5, 1990, which appears of record in the Land Deed Records of the First Judicial District of Harrison County, Mississippi, Book 1218, Page 54.

**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 vote:

**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



## CITY OF GULFPORT PLANNING COMMISSION

2103PC038

TRANSCRIPT OF HEARING

March 25, 2021

\*\*\*\*\*

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT  
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,  
GULFPORT, MISSISSIPPI, ON THE 25TH DAY OF MARCH 2021  
COMMENCING AT 4:30 P.M. AND REPORTED BY  
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

\*\*\*\*\*

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President  
WILLIAM "PRINCE" JONES  
B.J. SELLERS  
CHARLIE HEWES  
JOHN ANTHONY  
TIMOTHY DAIGLE, JR.  
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES  
SU-LIN BOLIN  
EMMA STRONG  
CORY LONG

1 4. Zoning Map Amendment 2103PC038

2 MS. STRONG: Zoning Map Amendment 038 has  
3 been duly and timely noticed as required by law. The  
4 applicant requests to rezone from R-2, B-1, and B-2 to  
5 entirely B-2 at 435 East Pass Road in Ward 2. A copy of the  
6 packet considered is hereby offered to the record.

7 MR. WILLIAMS: Thank you. Someone here to  
8 speak for this case?

9 Yes, sir.

10 MR. DEHON: Thank you. Vic Dehon, 210 High  
11 Point Drive, Diamondhead.

12 Basically it's the same thing I was up here  
13 about six month ago. The property was a body shop for the  
14 21 years that we've had it. And we want it to continue to  
15 be a body shop. When we went to get a business license for  
16 the new -- we moved our business out to I-10, and that  
17 property is being rented. He wants to continue to operate a  
18 body shop, and it's zoned residential.

19 MR. WILLIAMS: All right. So, Commissioners,  
20 one of those that was grandfathered in and obviously was  
21 zoned that a long time ago. So need to make some changes to  
22 keep it as it is with new ownership or the change in what  
23 was done with the property.

24 Any questions for the applicant? No?

25 All right. If something comes up we'll bring

1 you back up. Thank you.

2 MR. DEHON: Thank you.

3 MR. WILLIAMS: Anyone else here to speak for  
4 the case?

5 Speak for it, yes. Or if you have an  
6 questions, against it or questions, that would be fine, yes.

7 MS. SHAVERS: Sandra Huntsford Shavers, 15112  
8 North Big Hill Road, Gulfport.

9 And I just mainly have some concerns. Back  
10 along the building, the only part that is commercial is the  
11 north side that's along Pass Road and part of the west side.

12 But the south side and the east side is  
13 predominantly residential. There where West Oak Drive and  
14 East Oak Drive comes in and from Loposser Avenue is all  
15 residential.

16 Right there on the south side, due south, on  
17 Victory Street is Gulfport High School.

18 And there's a barrier fence around the south  
19 side and the east side. And the barrier fence is falling  
20 down. And over 20 years ago, the early '90s, it had went to  
21 court where they had to put a barrier fence up and maintain  
22 it.

23 And there's nothing stated in any of this  
24 about that barrier fence that there cannot be a gate  
25 installed in it and it has to be kept up.

1                   And I reported it twice, and as of Sunday the  
2 21st, it still was not repaired.

3                   MR. WILLIAMS: Okay. Is that your biggest  
4 concern is that barrier fence?

5                   MS. SHAVERS: That barrier fence needs to be  
6 maintained because it's right there, that building you can  
7 see where the blue line is on the south on the bottom, I  
8 mean, it's like within from me to you from the fence, it's  
9 right there. And all the way on the east side it's the same  
10 thing, there's a residential area over there.

11                  MR. WILLIAMS: Okay. And that fence was put  
12 up and was required for a barrier between that commercial  
13 property and the residential areas.

14                  MS. SHAVERS: Yes, sir.

15                  MR. WILLIAMS: Okay.

16                  MS. SHAVERS: At first, they had the gate  
17 there and it went to court and they had to remove the gate  
18 and put a solid fence up.

19                  MR. WILLIAMS: All right. Any other  
20 questions before we get you an answer on that?

21                  MS. SHAVERS: That's it.

22                  MR. WILLIAMS: All right. We'll get you an  
23 answer on that. Thank you.

24                  Before we proceed with answering the question  
25 on the fence, anyone here to speak on this? Any questions?



1 All right. Greg, I may or may not have  
2 comprehended in my reading of the case, is that a  
3 requirement of the property, that barrier fence to be there?  
4 Are we aware of that?

5 MR. HOLMES: That's the first I ever heard of  
6 that. Twenty years is before my time of being here. So  
7 that's the first I heard of that. But it's understandable,  
8 and I'm pretty sure Mr. Vic probably can speak on that  
9 better than I can.

10 MR. WILLIAMS: Okay. I just wanted to find  
11 out if we had that.

12 So, Mr. Vic, can you speak on that? Is that  
13 something that y'all can get maintained, can fix it, or do  
14 you plan to fix it, or to repair it, I guess?

15 MR. DEHON: I think my understanding is there  
16 is a fence. Whether it's maintained, I will actually have  
17 to go look because people are tearing things down. It's  
18 not, you know, on safety.

19 But I don't have any issue if we can have  
20 somebody arbitrary what we need to do to fix it. I'll be  
21 glad to work with them, you know.

22 MR. WILLIAMS: Okay.

23 MR. DEHON: But I don't know exactly what  
24 needs to be done.

25 MR. WILLIAMS: Right. Okay. So we'll work

1 on that.

2                   Greg, if we as a staff can look into it and  
3 see if there are any requirements, and then if we can kind  
4 of coordinate, making sure that Vic understands what needs  
5 to be done and what we can do to get that fixed.

6                   So again, I'm not positive if it's a  
7 requirement, but if he's willing to repair the fence and  
8 keep that barrier between the residential property and the  
9 commercial property, it's been there so long because I think  
10 it's the right thing to do.

11                   So if we can kind of coordinate that.

12                   MR. HOLMES: Yes, sir, not a problem.

13                   MR. WILLIAMS: Good deal. Thank you, Vic.  
14 Appreciate it.

15                   MR. DEHON: Thank you.

16                   MR. SELLERS: Mr. Chairman, if I might ask  
17 the staff.

18                   MR. WILLIAMS: Sure.

19                   MR. SELLERS: If this was a vacant piece of  
20 property that was -- that we change the zoning to, and the  
21 developer of the vacant piece of property would be required  
22 to have buffer areas between this property and the  
23 residential, is that not correct?

24                   MR. HOLMES: Yes, sir, a 50 foot buffer would  
25 be required.

1                   MR. SELLERS: So, I know this is an existing  
2 building and there probably may not be a space there  
3 available, but I would think there's some regulation in  
4 place already in that regard that would kind of guide the  
5 situation in something that would need to be done to take  
6 care of that, would that be a fair statement?

7                   MR. HOLMES: I agree. And that's why I'm  
8 going to do a little research to the fence. That makes  
9 sense, but like I said that's a little bit before my time,  
10 so when I go back to the office I'll pull some records to  
11 see what we need to do.

12                  MR. WILLIAMS: Good question. Any other  
13 questions?

14                  Anyone else here to speak on the case?

15                  All right. Commissioners, any further  
16 questions? Or I'll take a motion.

17                  MR. HEWES: Mr. Chair, I move that we approve  
18 this request with the caveat that they get this fence  
19 repaired and in proper order.

20                  MR. WILLIAMS: So I've got a motion to  
21 approve the case but with the condition of getting the fence  
22 repaired and in proper order with working with the planning  
23 department on that piece of it.

24                  Do I have a second?

25                  MR. HANCOCK: Second.

1 MR. WILLIAMS: Motion and a second to approve  
2 with the fixing of the fence and working with the  
3 department. Any discussion, Commissioners?

4 MR. JONES: I'd like to make one point. If  
5 that structure was already there, and the gentleman, he  
6 decided to fix it, but if he does not, that should be  
7 something already in place because it was in existence, a  
8 facility. I just wanted to mention that.

9 MR. WILLIAMS: All right. And that's what  
10 Greg is going to do. He's going to do a little research  
11 for us to find out exactly what the requirement was and make  
12 sure that it's followed to that requirement.

13 Again, I think if the fence is there, and it  
14 needs to be a barrier between the residential and the  
15 commercial, I know that the car dealership that used to be  
16 there was a good neighbor all these years, and I'm sure  
17 they'll continue to do that by fixing that fence.

18 All right. So I've got a motion to approve  
19 with the caveat that the fence be fixed according to what  
20 Greg finds out in the records and deems necessary. All  
21 those in favor signify by saying aye. Any opposed?

22 All right. It's been approved. Just work  
23 with us on that.

24 Thank you, ma'am, for coming. Appreciate it.

25 (Unanimous vote.)

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2103PC038

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 9 pages constitute a true and correct transcription of said hearing held on the 25th day of March 2021.

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

Witness my signature this the 29th day of March 2021.

---

NORMA JEAN LADNER SOROE, CSR #1297  
Certified Shorthand Reporter



# MEMORANDUM

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

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

**Date:** May 7, 2021

**Re:** Zoning Map Amendment 2103PC046, by agent Garlon Pemberton, tax parcels 1010E-01-003.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) and T4+ (General Urban Zone "Plus") to completely T4+, W Pine St and Magnolia St, Ward 4

**Planning Commission recommendation:** To approve with conditions that the southern parcel to remain T3.

**Motion:** Mr. Hewes

**Second:** Mr. Sellers

|                  |            |
|------------------|------------|
| KEITH WILLIAMS   | – Chairman |
| HAROLD SPANN     | – Absent   |
| COLETTE TOWLES   | – Absent   |
| VIRGINIA ADOLPH  | – Absent   |
| CHARLIE HEWES    | – Yea      |
| BJ SELLERS       | – Yea      |
| WM. PRINCE JONES | – Yea      |
| DOUG HANCOCK     | – Yea      |
| JOHN ANTHONY     | – Yea      |
| BRANDON ELLIOTT  | – Absent   |
| TIM DAIGLE JR    | – Yea      |

**Action:** Motion was carried unanimously.

**Speaking for the Petition:**

1. Garlon Pemberton
2. Rip Daniels

**Speaking against the Petition:**

1. William Pettey
2. Joshua Andrews
3. Bobby Tyson
4. Reilly Morse
5. Phillip Burgess
6. Everett Faulk

On March 25, 2021, the Planning Commission recommended approval of the above referenced case.

**Please place the attached item on the Council agenda for May 27, 2021.**

# Technical Report

## Zoning Map Amendment

### GENERAL INFORMATION

Case File Number: 2103PC046

Hearing Date: March 25, 2021

Current Zoning/Use: T3 and T4+/ Vacant property

Legal: Zoning Map Amendment 2103PC046, by agent Garlon Pemberton, tax parcels 1010E-01-003.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) and T4+ (General Urban Zone "Plus") to completely T4+, W Pine St and Magnolia St, Ward 4

### TECHNICAL DETAILS

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.

According to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

# Technical Report

## *Zoning Map Amendment*

The applicant is requesting to rezone approximately 3.2 acres of vacant, mixed commercial and residential zoned property from T3 (Sub-Urban zone) and T4+ (General Urban Zone "Plus") to a completely T4+ zoning district. The applicant has mentioned that they will submit an application for a Planned Building Group once approved because they plan to have multiple buildings with different uses in them. They state that they will maintain the appropriate landscape buffers adjacent to residential uses and construct condos and a restaurant located near the water.

According to the City's 2002 Comprehensive Plan, it appears that these parcels were planned to remain residential. The attached map shows the area highlighted with the comprehensive plan.

The applicant has chosen error and change in conditions as justification for change of the current zoning district.

- (a) Error is indicated by the applicant as being a justification since the larger parcel is currently split-zoned. Typically, the City does frown on split zoning property. This property was mass rezoned with the adoption of SmartCode following Hurricane Katrina. The consultants created zones based off of distances without regard nor updates to the comprehensive plan. With the comprehensive plan reflecting this as residential property, the error that is indicated is that this property should not have been split zoned and remained fully residential.
- (b) Change in conditions is another justification for the request indicated by the applicant. They state "there is a growing demand for new business, especially waterfront restaurants." In contrast, the vacant waterfront properties that are adjacent to Cowan Road and Magnolia Street are not currently or in the public planning phase of constructing restaurants. Instead what is found in the area is piecemeal single-story development that did not utilize its full potential and is further encroaching into residential areas.
- (c) Increased need for sites is required to be addressed by application and state case law. If the applicant presentation does not include this component, then a negative recommendation would be necessary.
- (d) Annexation is not applicable to this site nor are any statements provided by the applicant.
- (e) Annexation is not applicable to this site nor are any statements provided by the applicant.

### **EXECUTIVE SUMMARY**

This request is a further expansion in mixed-use zoning from the block that fronts Cowan Road. Restaurant sizes are constrained by the land they are built upon, and while higher density condos might have some merit, this application is for a zoning change and anything allowed within the district could be constructed. The City's zoning regulations do not encourage or require the mixture residences and commercial. Instead the mixed-use zones become mostly commercial in nature and expand on its scope and intensity over time. Without a new comprehensive plan and some ordinance changes, the further expansion of the T4+ zone could have detrimental effects on the neighborhood.

**Technical Report**  
*Zoning Map Amendment*

***DIRECTOR APPROVAL***

This report has been reviewed and approved by:

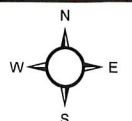
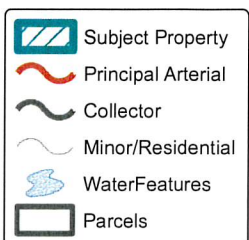
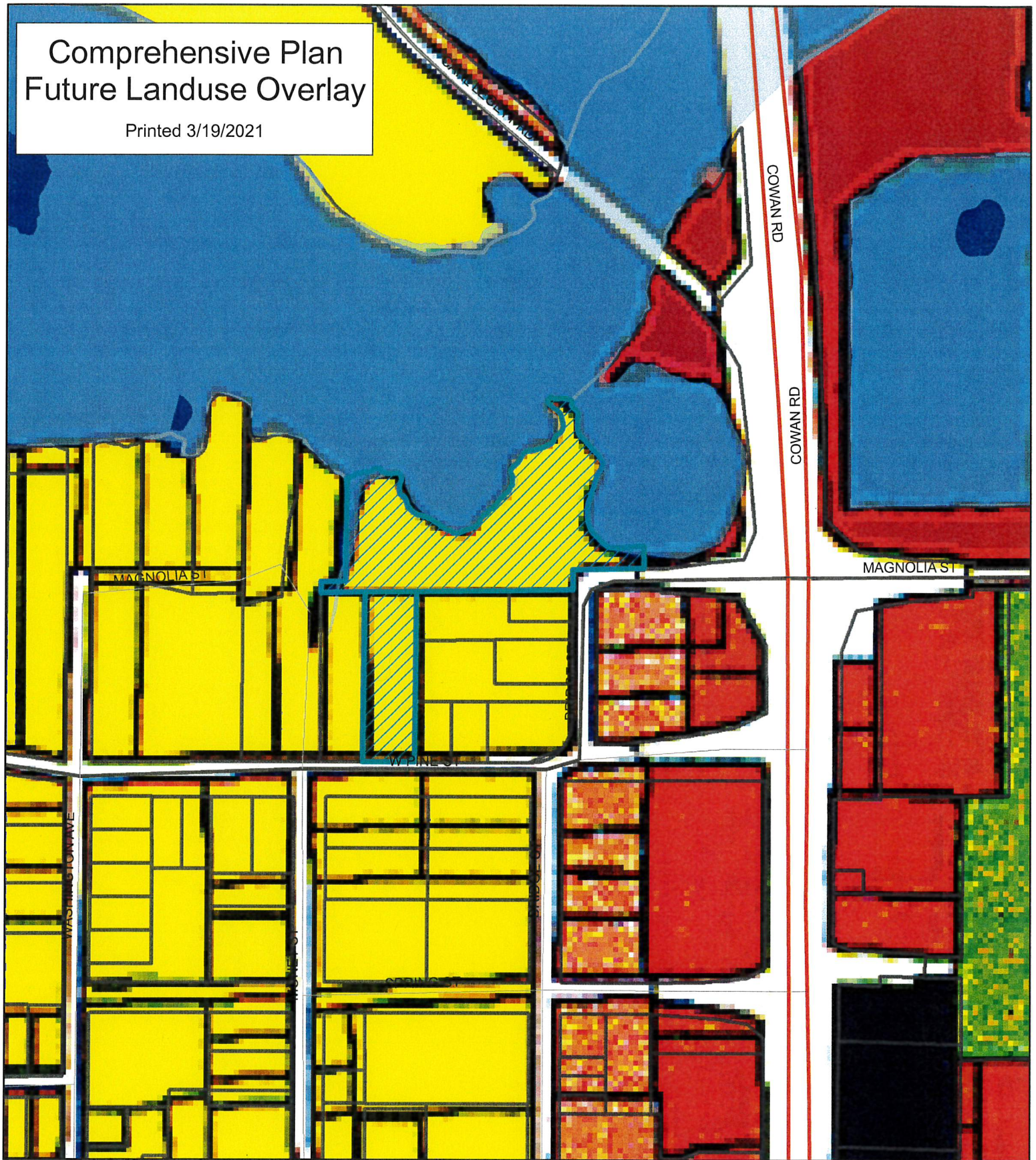
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Greg Pietrangelo  
Director of Urban Development Department



# Comprehensive Plan Future Landuse Overlay

Printed 3/19/2021

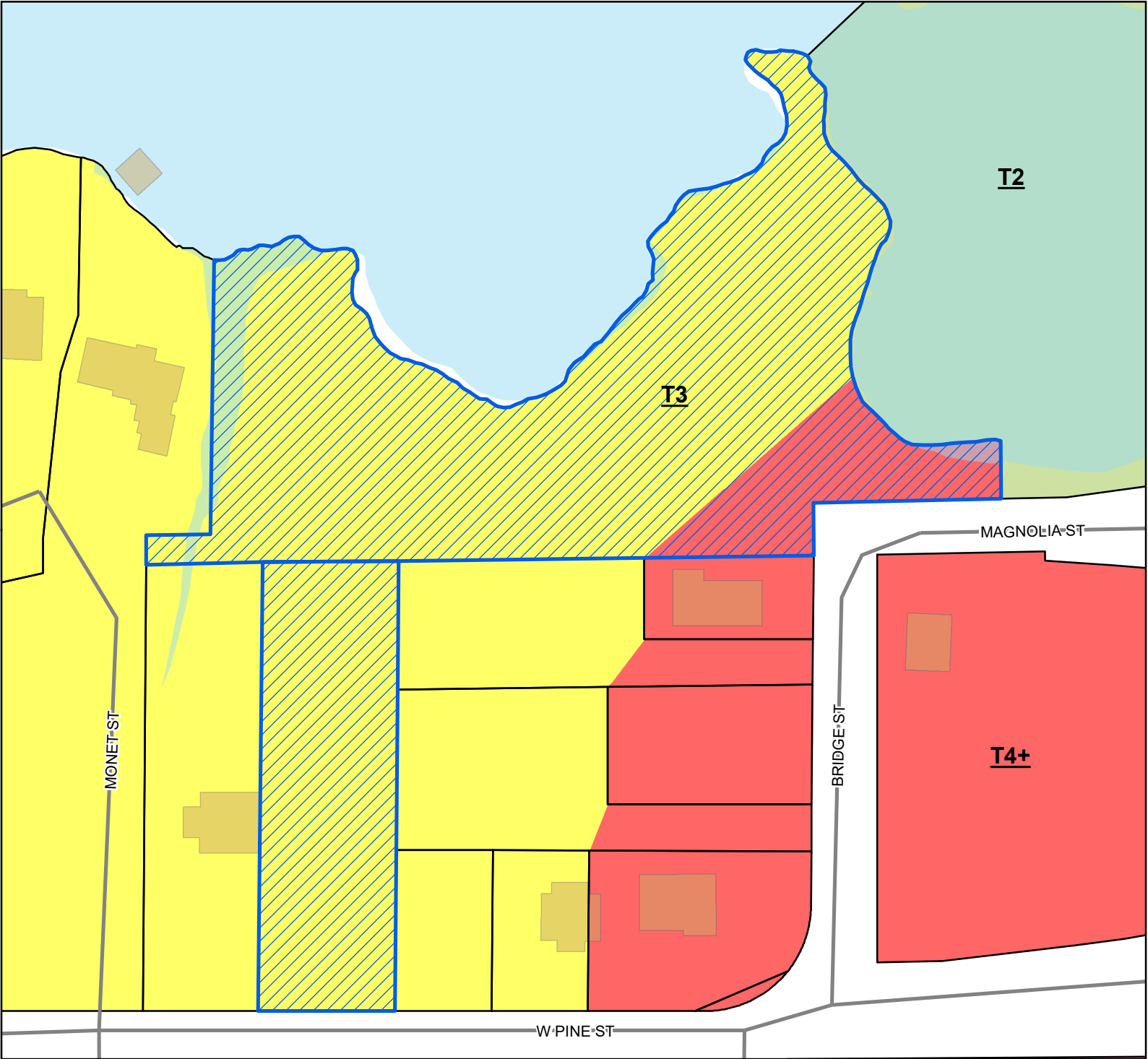


1 inch = 250 feet

## DATA DISCLAIMER:

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





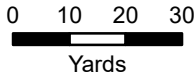
- Site
- Street
- Parcels
- Buildings
- Water Features

Smart Code

- T4+
- T3
- T2

Site Information

1010E-01-003.000  
1010E-01-011.000  
Zoning: T3 (Sub-Urban zone)  
T4+ (General Urban Zone "Plus")  
Size: 3.2 Acres  
Flood: AE



1 inch = 102 feet



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

Revision date 12/15/2020



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

For Staff Use Only

Case File #: 2103 PC 046Date Received: 2 Feb 2021

Receipt #: \_\_\_\_\_

Received By: ESZoning: T3 & T4+Ward: 4 Flood: AE

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

**Property Information**

TAX PARCEL # 

|   |   |   |   |   |
|---|---|---|---|---|
| 1 | 0 | 1 | 0 | E |
| 1 | 0 | 1 | 0 | E |
|   |   |   |   |   |

 - 

|   |   |
|---|---|
| 0 | 1 |
| 0 | 1 |
|   |   |

 - 

|   |   |   |
|---|---|---|
| 0 | 0 | 3 |
| 0 | 1 | 1 |
|   |   |   |

 . 

|   |   |   |
|---|---|---|
| 0 | 0 | 0 |
| 0 | 0 | 0 |
|   |   |   |

(If necessary, use separate sheet of paper)

Address of Property Involved: 1212 W Pine St & 1302 Magnolia St

Lot(s) \_\_\_\_\_, Block(s) \_\_\_\_\_, Subdivision \_\_\_\_\_

General Location: Just West of Cawan Rd South Bridge**GENERAL DESCRIPTION OF REQUEST:**Change Zoning of Property from T3 to T4+**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**

Toni Carter - Hansboro Yacht Club, Inc  
Printed Name of Owner

4908 Carthage Rd  
Mailing Address

Gulfport, MS 39503  
City State Zip code

228-228-257-6967  
Home Phone Work/Cell Phone

\_\_\_\_\_  
Signature of Owner

Email Signed by:

[Signature]  
A00CE20A93A543E...

**AGENT**

Gordon Pemberton  
Printed Name of Agent

9591 South Bayou Bend Dr  
Mailing Address

Gulfport MS 39503  
City State Zip code

228-324-2366  
Home Phone Work/Cell Phone

lgtruckgroup@gmail.com  
Email

[Signature]  
Signature of Agent

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



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

## Reasons for rezoning request

### 1. Mistake:

#### a. Parcel #1010E-01-003.000

- i. On this parcel the zoning is divided into two different zonings (T3 and T4+). In looking at the zoning map this has happened on multiple lots in the area with no clear reason. With the density of traffic in this area, and boat launch next to the parcel this the T4+ is clearly the correct choice.

#### b. Parcel #1010e-01-011.000

- i. n/a

### 2. Character of the neighborhood has changed:

#### a. Parcel #1010E-01-003.000

- i. In the surround areas to the North, East, and South there is a growing demand for new business, especially waterfront restaurants. By rezoning this parcel to T4+ it allows multiple new options that both are within keeping of the surrounding areas in addition to creating tax revenue for the City of Gulfport.

#### b. Parcel #1010e-01-011.000

- i. In the event the request to parcel #1010E-01-003.000 is accepted then this parcel's new highest and best use would be used to access parcel #1010E-01-003.000. In this event the T3 would not allow for the use of street access / parking therefor the T4+ becomes the most logical solution.

---

### 1. Interest

#### a. See attached

#### b. Surround owners:

- i. 1 FAULKE WARD & CECIL C  
1300 MONET ST GULFPORT, MS 39507
- ii. 2 MAGNOLIA PLEX LLC  
2208 18TH ST STE B GULFPORT, MS 39501
- iii. 3 ANDREWS EMILY ANN BINGHAM  
1204 W PINE ST GULFPORT, MS 39507
- iv. 4 MARSHALL ELIZABETH & JON BERRY ETAL  
16 RIVERS BEND DR GULFPORT, MS 39507
- v. 5 WJZD INC  
P O BOX 6216 GULFPORT, MS 39507

### 2. Development Schedule:

#### a. Upon completion of the rezoning:

- i. 0-90 days plans and permitting.

- ii. 91-300 days Site work, construction, floating docs
- iii. 301-330 punch list, parking, certificate of occupancy

3. Effect of Amendment:

- c. In additions to the amendment request we will simultaneously be requesting a planned building group. Our goal for the Parcel #1010E-01-003.000 is to put a restaurant on the North East portion of the property in addition to condo's / townhomes on the West portion. On the far west of the property there will maintain a minimum of 15' tree line separating the current residential home with continuing residential condo's / townhomes before developing commercial restaurant. This would make for a nice transition with having little to no affect on the current resident to the West of the property. For Parcel #1010E-01-011.000 we are looking to do an upscale entrance drive with a wooden bridge and trellis over the wetland area so that no impact to the wetlands will be done. We will also maintain a minimum of a 15' tree buffer line down the West side of property to maintain a buffer between new drive and current resident.

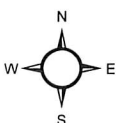








# Area Map



Printed 1/21/2021

1 inch = 100 feet

- Collector
- Minor/Residential
- Parcels
- Easement

## Smart Code

### TZone

- T4+
- T3
- T2

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**PAC SERVICES LLC**  
11759 Sleeping Deer Lane  
Saucier, Mississippi 39574  
228.861.6165

January 23, 2021

Mr. Ivan Spinner  
440 Green Teal Ct.  
Biloxi, Mississippi 39531

RE: Wetland Determination  
Parcels 1010E-01-003.000 & 011.000, (~3.2 ac)  
Harrison County, Mississippi

Mr. Spinner:

PAC Services, LLC (PAC) has conducted a wetland investigation in accordance with appropriate U.S. Army Corps of Engineers (COE) Section 404 wetlands delineation procedures. The following report presents the findings of the preliminary investigation. The US Army Corps has jurisdiction over wetland habitats as authorized in Section 404 of the Clean Water Act. The Corps defines wetlands based on positive evidence of three parameters: hydric soil, hydric vegetation, and wetland hydrology.

This preliminary wetland investigation is based on research materials and a site visit made January 22, 2021. The investigation recorded the following information and observations:

- The ~3.2 ac tract is mostly cleared except for the southern parcel and both are vacant with previous house structures removed;
- The tract is located in Section 30, T7S-R10W, Harrison County, Mississippi immediately west of Magnolia Street and north of West Pine Street;
- Tract elevations range from 1' to 8' msl, with the highest being the former house structure on the northern parcel;
- The tax parcel shows evidence of erosion along the waters edge that cannot be legally recovered. Thus, the parcel does contain areas of open water including the tidally influenced bayou on the western property line.

## **SOILS**

The NRCS has mapped the tract as containing two different soils: Sulfaquepts and Saucier fine sandy loam. The Sulfaquepts soils are sometimes comprised of hydraulic dredged material that has been stockpiled. These soils, although hydric in character, are not considered to satisfy the hydric soil parameter, due to the stacking and drainage over time. Caution should be taken during any construction; it is highly suggested that soil structural studies be conducted. Where these soils still interact with the surface water and tides, the hydric parameter is met. The Saucier series consists of moderately well drained, slowly permeable soils that have a moderate amount of plinthite in the subsoil. These soils formed in marine sediment that is loamy in the upper part and clayey in the lower part. These are nearly level to strongly sloping soils on upland ridges and hillsides of the Southern Coastal Plain and Eastern Gulf Coast Flatwoods. (NRCS).

### **VEGETATION**

The vegetation is best described as disturbed herbaceous with many invader/primary successional plants. Several of the remnant trees from the original homestead were damaged during recent acute tropical storms. The southern parcel still has a few trees including a very mature cypress tree near the south wetland boundary.

### **HYDROLOGY**

Evidence of wetland hydrology is relative to the tract's situation in the larger landscape. The western portion of the northern parcel and the northern portion of the southern parcel are connected to a natural drainage pattern that connects directly into Bernard Bayou.

### **CONCLUSION:**

Based on the findings of this investigation, it is my professional opinion that 0.43 of the 3.2 acres of the tract would be considered jurisdictional wetlands by the regulatory agencies. Any proposed impacts, including access across the southern (main) wetland polygon would require a permit from the US Army Corps of Engineers, Mobile District.

Based on our conversation, I have illustrated the 0.29-acre wetland polygon and 0.16-acre impact area of a proposed 60' wide access on the southern parcel. If the agencies determine that this area is tidally influenced you may need consider alternative construction techniques such as bridging the wetlands because there are currently no wetland mitigation options for tidal waters/wetlands.

If you have additional questions regarding this report, please do not hesitate to contact me directly at 228.861.6165.

Respectfully,

A handwritten signature in cursive script that reads "Patrick Chubb".

Patrick Chubb  
Owner/Biologist

attachments

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

AFFIDAVIT OF AUTHORITY

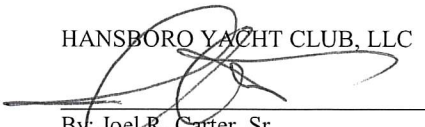
PERSONALLY APPEARED BEFORE ME, Joel R. Carter Sr, who being  
first duly sworn states as follows:

1. I am the Managing Member of HANSBORO YACHT CLUB, LLC, and have full authority to act on behalf of HANSBORO YACHT CLUB, LLC to execute this Affidavit of Authority.
2. HANSBORO YACHT CLUB, LLC hereby nominates and appoints Garlon A. Pemberton, Jr. of HP Development, LLC, Jordan R. Mathews, and the firm, Schwartz, Orgler & Jordan, PLLC as its agents for all purposes related to the Application for Zoning Map Amendment and/or Rezoning, and all other applications which will need to be filed related to the real properties being commonly described as Tax Parcel No. 1010E-01-003.000 and 1010E-01-011.000.
3. Garlon A. Pemberton, Jr. of HP Development, LLC, Jordan R. Mathews, and the firm, Schwartz, Orgler & Jordan, PLLC hereby have authority to submit said application(s) and speak on behalf of HANSBORO YACHT CLUB, LLC at any hearings on the same as required by the City of Gulfport.
4. This Affidavit of Authority is executed for the specific purposes of satisfying the City of Gulfport's application requirements related to delegating authority, as well as any other rules or regulations of the City of Gulfport which require this Affidavit of Authority.

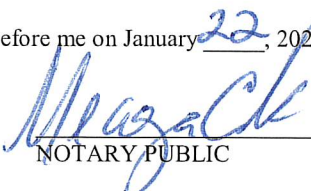
Further affiant sayeth not.

WITNESS MY SIGNATURE, this January 22, 2021.

HANSBORO YACHT CLUB, LLC

  
By: Joel R. Carter, Sr.  
Its: Managing Member

Sworn to and subscribed before me on January 22, 2021.

  
NOTARY PUBLIC

My commission expires:

(SEAL)





1st Judicial District  
Instrument 2019 4092 D -J1  
Filed/Recorded 6/14/2019 09:55 A  
Total Fees \$ 12.00  
5 Pages Recorded

Prepared by:  
Rushing & Guice, P.L.L.C.  
1000 Government St., Ste. E  
Ocean Springs, MS 39564  
228-374-2313  
File No. RG 9513

Return to:  
Rushing & Guice, P.L.L.C.  
Post Office Box 1925  
Biloxi, MS 39533  
228-374-2313

STATE OF MISSISSIPPI  
FIRST JUDICIAL DISTRICT  
COUNTY OF HARRISON

**INDEXING INSTRUCTIONS:** NE ¼ of SW ¼, Sec. 30, T7S, R10W, 1<sup>st</sup> JD, Harrison County, MS.

### **SPECIAL WARRANTY DEED**

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged,

The Peoples Bank, Biloxi Mississippi  
155 Lameuse Street  
Biloxi, MS 39533  
(228) 435-5511

does hereby sell, convey and warranty specially unto

Hansboro Yacht Club, LLC,  
a Mississippi limited liability company,  
P. O. Box 29  
Gulfport, MS 39502  
(228) 860-9824

the following described properties lying and being situated in Harrison County, State of Mississippi,  
to-wit:

(See Exhibit A attached) (Page 3)



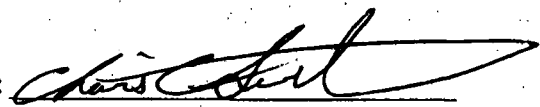
2

This conveyance is made subject to any and all recorded restrictive covenants, right-of-ways, easements and prior reservations of any oil, gas and mineral rights.

The ad valorem taxes for the current year of 2019 are to be assumed by the Grantee herein. It is agreed, acknowledged, and understood by Grantor and Grantee that the taxes have been prorated as of this date based upon figures for the preceding year, or on an estimated basis for the current year, and that all tax information was assembled from outside sources, and Rushing & Guice, PLLC cannot guarantee the accuracy thereof.

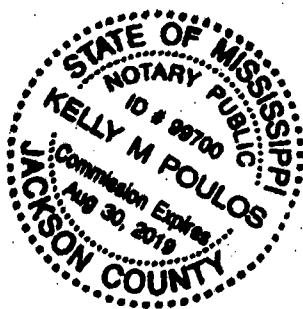
WITNESS THE SIGNATURE OF THE UNDERSIGNED, this the 13th day of June, 2019.

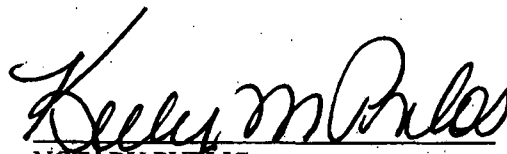
The Peoples Bank, Biloxi Mississippi

By:   
Chevis Swetman, CEO and President

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13<sup>th</sup> day of June, 2019, within my jurisdiction, the within named CHEVIS SWETMAN, who acknowledged that he is CEO and PRESIDENT of THE PEOPLES BANK, BILOXI MISSISSIPPI, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.



  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

**EXHIBIT "A"**  
**Legal Description**

**Parcel 1 - Magnolia**

PARCEL NUMBER 1010E-01-003-000, being a portion of the following: One parcel of land beginning at the corner of the intersection of the North line of Magnolia Street and the West line of Gulf Street in the former Town of Handsboro, in said County and State, and from said point run North a distance of 350 feet, thence West a distance of 190 feet, more or less, to a ravine, thence North along said ravine to Bayou Bernard a distance of 120 feet, more or less, thence in Southwesterly direction along said Bayou Bernard a distance of 600 feet, more or less, to the East line of property owned by W. L. Hays, thence South along the East line of said Hays property to the North line of said Magnolia Street, thence East along the North line of said Magnolia Street, a distance of 736 feet, more or less, to the point of beginning. Said land is situated in the Northeast quarter of Southwest quarter of Section 30 Township 7, South, Range 10, West, and is bounded on the South by said Magnolia Street, on the West by property now or formerly owned by W. L. Hays, on the North by Bayou Bernard, and on the East by said Gulf Street and the land formerly owned by Mrs. Emma DeMayer and now owned by O. L. Meador; together with all riparian and other rights, easements, privileges and appurtenances belonging thereto and improvements thereon.

LESS AND EXCEPT: PARCEL NUMBER 1010E-01-002-000 3.4 AC(C) BEG AT INTER OF S MAR OF BAYOU BERNARD AND SW MAR OF LORRAINE RD SELY ALONG RD 236.9 FT TO W MAR OF NEW COWAN - LORRAINE RD SLY ALONG RD 328.5 FT S 22 DG W 58.9 FT S 84 DG W 67 FT S 82 DEG W 82.5 FT TO N MAR OF MAGNOLIA ST SLY WLY ALONG RD 49.5 FT N 40 FT N 40 FT TO S MAR OF LAKE N WLY ALONG LAKE TO BAYOU NELY ALONG BAYOU 300 FT TO POB PART OF NE ¼ OF SW ¼ OF SEC 30-7-10.

ALSO DESCRIBED BY SURVEY BY PATRICK M MARTINO, PLS DATED 8/25/08 SURVEY DESCRIPTION:

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West, First Judicial District of Harrison county, city of Gulfport, Mississippi and being more particularly described as follows:

Commencing at an iron pipe found lying on the West line of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West; thence N 88° 27' 48" E 558.13 feet to an iron rod found lying on the North margin of Pine street; thence N 00° 12' 18" E 325.97 feet to an iron rod found at the established Northwest corner of Lambert being described in Deed Book 923, page 557, said point also being the point of beginning; thence N 88° 35' 35" W 96.23 feet to an iron rod found; thence N 03° 25' 54" W 17.32 feet to an iron rod found; thence N 88° 13' 10" E 47.89 feet to an iron rod found, lying on the East line of the property now or formerly of Faulk being described in deed instrument number 2006-4401-D-J1; thence N 00° 30' 11" W 190.66 feet to a point within an existing water inlet; thence S 79° 25' 09" E 39.76 feet to an iron rod found lying on the shoreline of Bernard Bayou; thence along the shoreline of Bernard Bayou in a Northeasterly direction a distance of 51 feet more or less, to a point being, N 70° 55' 44" E 50.80 feet; thence continue along the shoreline of Bernard Bayou in a Southeasterly direction a distance of 170 feet more or less, to a point being, S 46° 37' 39" E 164.69 feet; thence continue along the shoreline of Bernard Bayou in a Northeasterly direction a distance of 200 feet more or less, to a point being, N 40° 42' 02" E 181.57 feet; thence continue along the shoreline of Bernard Bayou in a Northeasterly direction a distance of 194 feet more or less, to a point being, N 28° 24' 49" E 142.94 feet; thence continue along the shoreline of Bernard Bayou in a Easterly direction a distance of 26 feet more or less, to a point being, S 85° 16' 17" E 24.40 feet; thence N 61° 50' 15" E 58.51 feet more or less to a point being the midpoint of the entrance to a man-made lake as made reference to in that deed to Francis Patrick recorded in deed book 1411, page 398; thence in a Southeasterly direction 346 feet more or less to an iron rod found being, S 16° 37' 09" E 346.20 feet, said rod lying on the South shoreline of said man-made lake; thence S 00° 20' 24" E 16.21 feet to an iron rod found lying on the North margin of Magnolia street, said point being 250 feet West of the intersection of the former West right-of-way of Lorraine Cowan road and the North margin of Magnolia street; thence along the North margin of Magnolia street, S 88° 58' 05" W 127.20 feet to an iron rod found lying at the intersection of the North margin of Magnolia street and the West margin of Bridge street; thence S 00° 47' 20" W 36.25 feet along the West margin of Bridge street to an iron rod found at the Northeast corner of the property now or formerly of Wentworth, being described

4

in deed book 1352, page 294; thence S 88° 26' 44" W 279.69 feet along the North line of the property now or formerly of Wentworth to an iron rod found; thence S 88° 29' 54" W 109.96 feet to the point of beginning, containing 2.63 acres more or less.

Said parcel being subject to a 30 foot perpetual gas easement as described in deed book 245, page 31, a 20 foot AT&T telecommunications easement as described in deed book 1075, page 413, and an overhead power line easement described in deed book 244, page 390. Said parcel also subject to any and all riparian and littoral rights.

### **Parcel 2 – Pine**

Beginning at a point where the West boundary line of the Northeast Quarter of the Southwest Quarter (NE ¼ of the SW ¼) of said section 30, intersects the South bank of Bayou Bernard, and thence running South along the West boundary line of said Northeast Quarter of the Southwest Quarter (NE ¼ of the SW ¼) of said Section 30, a distance of 592 feet, more or less, and from said point running thence East a distance of 558 feet, to a point, which said point is the point of beginning of the lands herein conveyed. From said point of beginning, run thence North a distance of 330 feet, thence East a distance of 100 feet, thence South a distance of 330 feet, thence West a distance of 100 feet to the point of beginning. Being the same property as described and recorded in Deed Book 252 at Pages 551 and 552 in the courthouse of Harrison County, First Judicial District, Mississippi







DATE: 02/02/21                      TIME: 14:24

CUSTOMER#: 000000000

CLERK: tnorthin

RECPT#: 10501746    PREV BAL:                      175.00  
TP/YR: MS/2021    AMT PAID:  
BILL:                      ADJSTMT:  
EFF DT: 02/02/21    BAL DUE:  
PERMITS/INSP PAYMENT

-----TOTALS-----  
PRINCIPAL PAID: 175.00  
INTEREST PAID: .00  
ADJUSTMENTS: .00  
DISC TAKEN: .00  
  
AMT TENDERED: 175.00  
AMT APPLIED: 175.00  
CHANGE: .00  
  
PAID BY: GARLON PEMBERTON  
PAYMENT METH: CHECK  
PAYMENT REF: 1200

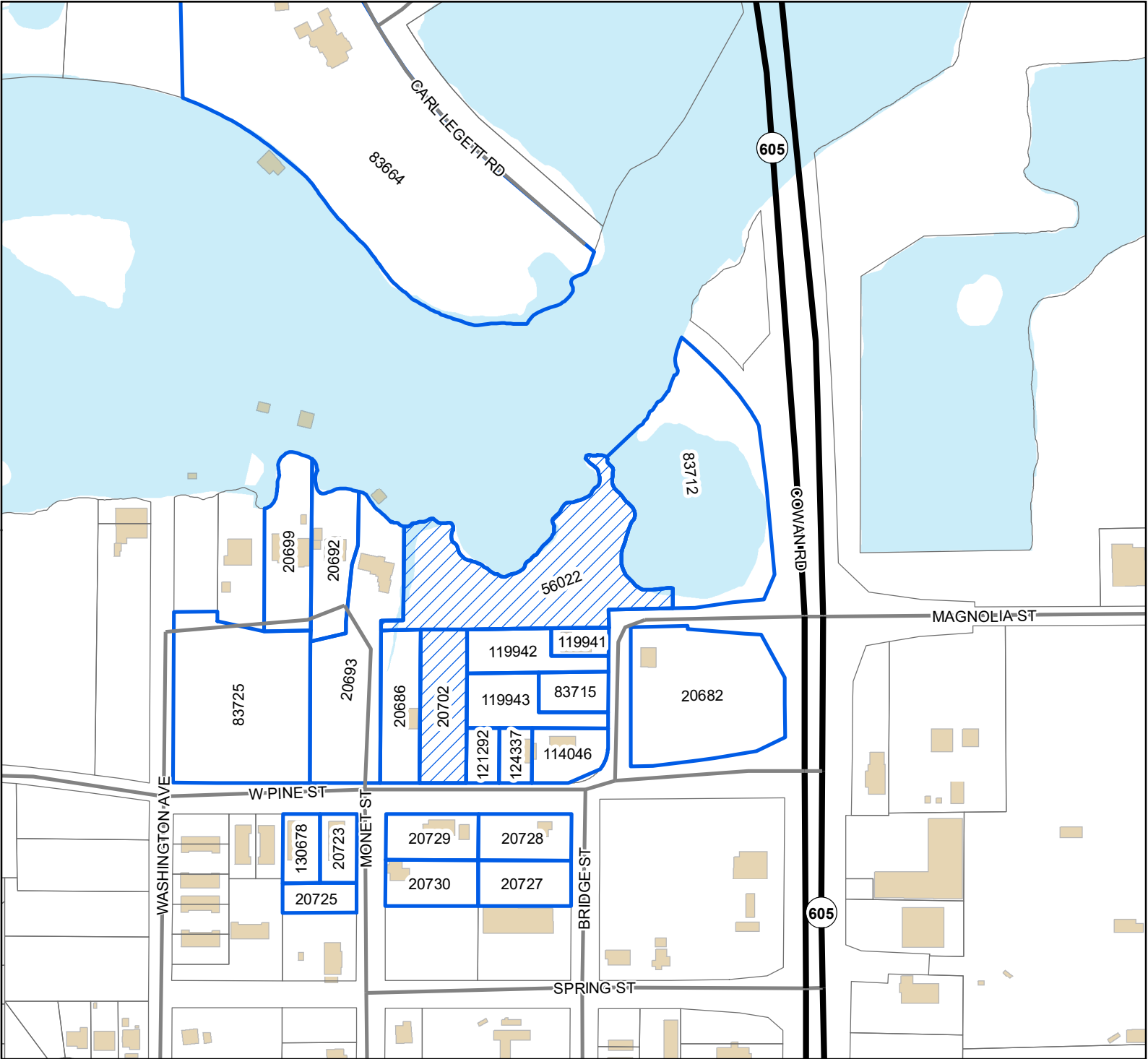
**RE: Zoning Map Amendment 2103PC046, by agent Garlon Pemberton, tax parcels 1010E-01-003.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) and T4+ (General Urban Zone "Plus") to completely T4+, W Pine St and Magnolia St, Ward 4**

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, March 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

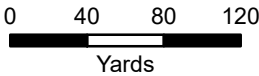
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, March 25, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email [planners@gulfport-ms.gov](mailto:planners@gulfport-ms.gov). The application is available for viewing in the Planning Division office at 1410 24<sup>th</sup> Avenue.

| Mail | PPIN   | Parcel ID        | Name                                | Address                  | City     | State | ZIP   |
|------|--------|------------------|-------------------------------------|--------------------------|----------|-------|-------|
|      | 56022  | 1010E-01-003.000 | HANSBORO YACHT CLUB LLC             | 4908 Courthouse Rd       | GULFPORT | MS    | 39503 |
|      | 20702  | 1010E-01-011.000 | HANSBORO YACHT CLUB LLC             | 4908 Courthouse Rd       | GULFPORT | MS    | 39503 |
|      |        |                  | Garlon Pemberton                    | 9591 South Bayou Bend Dr | GULFPORT | MS    | 39503 |
| n    |        |                  | <b>Adjacent Property Owners</b>     |                          |          |       |       |
|      | 83664  | 1010D-03-002.000 | MAVAR GERALD MICHAEL SR & DIANNE    | 8001 CARL LEGETT RD      | GULFPORT | MS    | 39503 |
|      | 83712  | 1010E-01-002.000 | MAGNOLIA PLEX LLC                   | 1414 25TH AVE            | GULFPORT | MS    | 39501 |
|      | 20682  | 1010E-01-006.000 | MAGNOLIA PLEX LLC                   | 2208 18TH ST STE B       | GULFPORT | MS    | 39501 |
|      | 83715  | 1010E-01-010.000 | WJZD INC                            | P O BOX 6216             | GULFPORT | MS    | 39507 |
|      | 114046 | 1010E-01-010.001 | DANIELS RIP MICHAEL                 | 1230 W PINE ST           | GULFPORT | MS    | 39507 |
| n    | 119941 | 1010E-01-010.002 | WJZD INC                            | P O BOX 6216             | GULFPORT | MS    | 39507 |
| n    | 119942 | 1010E-01-010.003 | WJZD INC                            | P O BOX 6216             | GULFPORT | MS    | 39507 |
| n    | 119943 | 1010E-01-010.004 | WJZD INC                            | P O BOX 6216             | GULFPORT | MS    | 39507 |
|      | 121292 | 1010E-01-010.005 | MARSHALL ELIZABETH & JON BERRY ETAL | 16 RIVERS BEND DR        | GULFPORT | MS    | 39507 |
|      | 124337 | 1010E-01-010.006 | WENTWORTH JUDY                      | 1226 W PINE ST           | GULFPORT | MS    | 39507 |
|      | 20686  | 1010E-01-012.000 | ANDREWS EMILY ANN BINGHAM           | 1204 W PINE ST           | GULFPORT | MS    | 39507 |
|      | 20693  | 1010E-01-014.000 | FAULK E WARD & CECIL C              | 1300 MONET ST            | GULFPORT | MS    | 39507 |
|      | 20692  | 1010E-01-015.000 | HAMILTON BETTY LOU                  | 1125 MAGNOLIA DR         | GULFPORT | MS    | 39501 |
|      | 20699  | 1010E-01-016.000 | DISMORE MATTHEW B                   | 1119 MAGNOLIA STREET     | GULFPORT | MS    | 39507 |
|      | 83725  | 1010E-01-019.000 | HIGHTOWER JOHN C                    | 1119 MAGNOLIA ST         | GULFPORT | MS    | 39507 |
|      | 20728  | 1010E-02-006.000 | DEFIBAUGH BEN                       | 1123 BRIDGE ST           | GULFPORT | MS    | 39501 |
|      | 20727  | 1010E-02-007.000 | PETERS STEVEN D                     | P O BOX 7094             | GULFPORT | MS    | 39506 |
|      | 20730  | 1010E-02-009.000 | CUTRER SAMUEL E                     | P O BOX 7265             | GULFPORT | MS    | 39507 |
|      | 20729  | 1010E-02-010.000 | PETTEY WILLIAM H JR                 | P O BOX 1326             | GULFPORT | MS    | 39502 |
|      | 20723  | 1010E-02-011.000 | JKA PROPERTIES LLC                  | 1200 COLLEGE ST          | GULFPORT | MS    | 39507 |
|      | 130678 | 1010E-02-011.001 | MARONEY TIMOTHY P ETAL              | 1200 COUNTRY CLUB RD     | GLADWYNE | PA    | 19035 |
|      | 20725  | 1010E-02-012.000 | HABITAT FOR HUMANITY OF MGC         | 2214 34TH ST             | GULFPORT | MS    | 39501 |



Legend

-  Site
-  Adjacent Properties
-  US or State Highway
-  Street
-  Buildings
-  Water Features



1 inch = 300 feet



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



Belleville News-Democrat  
Bellingham Herald  
Bradenton Herald  
Centre Daily Times  
Charlotte Observer  
Columbus Ledger-Enquirer  
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The Herald - Rock Hill  
Herald Sun - Durham  
Idaho Statesman  
Island Packet  
Kansas City Star  
Lexington Herald-Leader  
Merced Sun-Star

Miami Herald/el Nuevo Herald  
Modesto Bee  
Raleigh News & Observer  
The Olympian  
Sacramento Bee  
Fort Worth Star Telegram  
The State - Columbia

Sun Herald - Biloxi  
Sun News - Myrtle Beach  
The News Tribune - Tacoma  
The Telegraph - Macon  
San Luis Obispo Tribune  
Tri-City Herald  
Wichita Eagle

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification              | Order PO | Amount | Cols | Depth |
|-----------|--------------|-----------------------------|----------|--------|------|-------|
|           | 20937        | Print Legal Ad - IPL0013311 |          |        | 2    | 7.11  |

Attention: Matilda Welch

PO BOX 1780

GULFPORT, MS 39502

### LEGAL NOTICE PUBLIC HEARING

In conformance with Section VII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, March 25, 2021, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

**Re subdivision 2102PC019**, by owner Smugglers Cove Investments, LLC, tax parcels 07111-03-056.000 and 07111-03-057.000, Divide into two new parcels, 40th Ave, Zoned T3 (Sub-Urban Zone), Ward 2

**Re subdivision 2103PC035**, by owners Jeanette and Wallace Lachner, tax parcels 07110-03-074.000 and 07110-03-073.000, Divide into four new parcels, Woodward and Alston Ave, Zoned T3 (Sub-Urban Zone), Ward 2

**Special Exception 2103SE036**, by owners Kyle & Emily Fitzpatrick, tax parcel 07054-01-016.001, Request day care use, Old Hwy 49, Zoned R-O (Residence-office), Ward 7

**Zoning Map Amendment 2103PC038**, by agent Roy V. Dehon, tax parcel 00101-03-025.000, Request to rezone from R-2 (Single-family), B-1 (Neighborhood business), and B-2 (General business) to entirely B-2, 435 E Pass Rd, Ward 2

**Planning Commission Approval 2103PC039**, by owners Maggie & Jannita Johnson, tax parcel 08108-03-009.000, Request mobile home use, West Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

**General Plan 2103PC045**, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 18-lot subdivision (Florence Gardens Phase VII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (Single-family), Ward 6

**Zoning Map Amendment 2103PC048**, by agent Garlon Pomberton, tax parcels 1010E-01-003.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) and T4+ (General Urban Zone "Plus") to completely T4+, W Pine St and Magnolia St, Ward 4

**General Plan 2103PC049**, by owner Rob-Landa, LLC, tax parcel 0811F-05-031.000, Approval of General Plan for 12-lot townhouse development (24th Avenue Townhomes) with 1 outparcel, 24th Ave, Zoned T4L (General Urban Zone "Limited"), Ward 3

**Final Plat 2103PC050**, by owner Brookstone Gulf Coast LLC, tax parcels 1009N-01-002.000, 1009N-01-002.001, 1009N-01-002.002, 1009N-01-002.003, 1009N-01-002.004, 1009N-01-002.005, 1009N-01-002.006, 1009N-01-002.007, 1009N-01-002.008, 1009N-01-002.009, Approval of Final Plat for 103-lot subdivision (Brookstone) with 2 outparcels, E Taylor Rd, Zoned R-2 (Single-family), Ward 5

**Planning Commission Approval 2104PC054**, by agent Jeff Markella, Request small cell tower in city right-of-way, 42nd Ave, Lat 30.367421, Long -89.111307, Zoned C8 (Civic space), Ward 1

**Planning Commission Approval 2104PC055**, by agent Jeff Markella, Request small cell tower in city right-of-way, 12th St, Lat 30.366548, Long -89.115639, Zoned R-B (Residence-business), Ward 1

**Planning Commission Approval 2104PC056**, by agent Jeff Markella, Request small cell tower in city right-of-way, Old Pass Rd, Lat 30.368693, Long -89.114997, Zoned R-B (Residence-business), Ward 1

**Planning Commission Approval 2104PC057**, by agent Jeff Markella, Request small cell tower in city right-of-way, Broad Ave, Lat 30.367777, Long -89.118191, Zoned T4+ (General Urban Zone "Plus"), Ward 1

**Planning Commission Approval 2104PC058**, by agent Jeff Markella, Request small cell tower in city right-of-way, Broad Ave, Lat 30.370791, Long -89.116869, Zoned T4+ (General Urban Zone "Plus"), Ward 1

**Planning Commission Approval 2104PC059**, by agent Jeff Markella, Request small cell tower in city right-of-way, Mita Ave, Lat 30.370114, Long -89.124835, Zoned R-2 (Single-family), Ward 1

**Re subdivision 2101PC014**, by agent Heinrich and Associates, tax parcels 1009L-02-001.001 and 1009L-02-007.000, Divide into 4 parcels, Lorraine Rd and Old Lorraine Rd, Zoned B-1 (Neighborhood business), Ward 5  
This is the 3rd day of March 2021

Keth Williams, Chairman

City of Gulfport Planning Commission

IPL0013311

Mar 10 2021

### STATE OF MISSISSIPPI COUNTY OF HARRISON

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

No. of Insertions: 1

Beginning Issue of: 03/10/2021

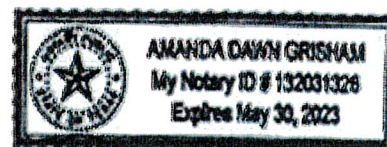
Ending Issue of: 03/10/2021

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

Sworn to and subscribed before me this 11th day of March in the year of 2021

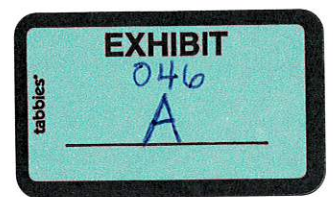
Notary Public

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



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





Good afternoon. My name is Joshua Andrews and I live at 1204 W Pine Street, Gulfport MS. I am here today in opposition of the request for amendment of two residential parcels in the Handsboro area from T3/residential to T4+/commercial in case number 2103PC046. I represent the interests of several of my neighbors many of whom are here today. If it pleases the board, they would like to stand and show themselves.

\*\*\*

The first requirement of this request for amendment is that there be a mistake in zoning regarding the Northern most parcel along the waterline of Barnard Bayou. The parcel is approximately 2.6 acres and is primarily zoned T3/residential, but there is a small portion (approximately 0.25 acre) that is zoned T4+/commercial (see attached zoning maps). A mistake as defined by MS Supreme Court is specified to be one of clerical or administrative nature and not one of difference in judgement.

The area in question is zoned according to the Smart Code as adopted by the City of Gulfport in 2006 in the wake of Hurricane Katrina. The purpose of the Smart Code is to align a pattern of development that “protects the natural beauty of the area by keeping development compact” and “provides a diversity of living options for residents on the coast by keeping rural and sub-urban areas peaceful and keeping urban areas lively” (see attached pg. 7 of Smart Code Charrette Book). The city councilmen and women, the architects, the developers, and countless community members put months of planning and discussion into this zoning format so as to serve the purposes of allowing commerce to exist around residential areas while reducing the number of variances and appeals to the zoning distinctions.

Therefore, I argue that not only is this unable to be considered a mistake of clerical or administrative nature, the distinction was made with careful consideration regarding the boundaries between commercial and residential properties and incorporated a vast amount of research and community input for the purposes of neatly separating commercial and residential properties.

\*\*\*

The second requirement of this request for amendment be that the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for a restaurant as well as condos/townhouses to be built along a waterfront lot that is clearly zoned residential and still to use another residential property in the middle of a neighborhood for parking and street access. There are already two waterfront restaurants along Barnard Bayou (South of the Cowan Bridge) that have been struggling for that last decade indicating that the need for such a business simply does not exist. One of them is properly located in a T5/commercial zone and the other has been grandfather in for its historic presence predating these zoning requirements.

As shown in the satellite images from 2007 to 2021 (see provided images) representing the neighborhood South of Cowan Bridge and West of Cowan Road, the nature of the neighborhood has not change in any significant way as to justify this need. It is not necessary for these two parcels of residential property that are clearly within a neighborhood to be used for this purpose. In fact, it is outside of the spectrum of what the Smart Code was adopted for to use these parcels for these purposes.

The line of T4+ properties along Cowan Road and East of Bridge Street have been specifically set aside for such businesses as restaurants, shopping, and other such retail; and the T3 properties West of Bridge Street have been specifically separated to protect the peace and sanctity of the homeowners and residents within the sub-urban area. Placing these types of businesses and a parking facility on these small parcels in the middle of a residential area is counter to the desired affect of making sure that businesses do not move in on residential areas.

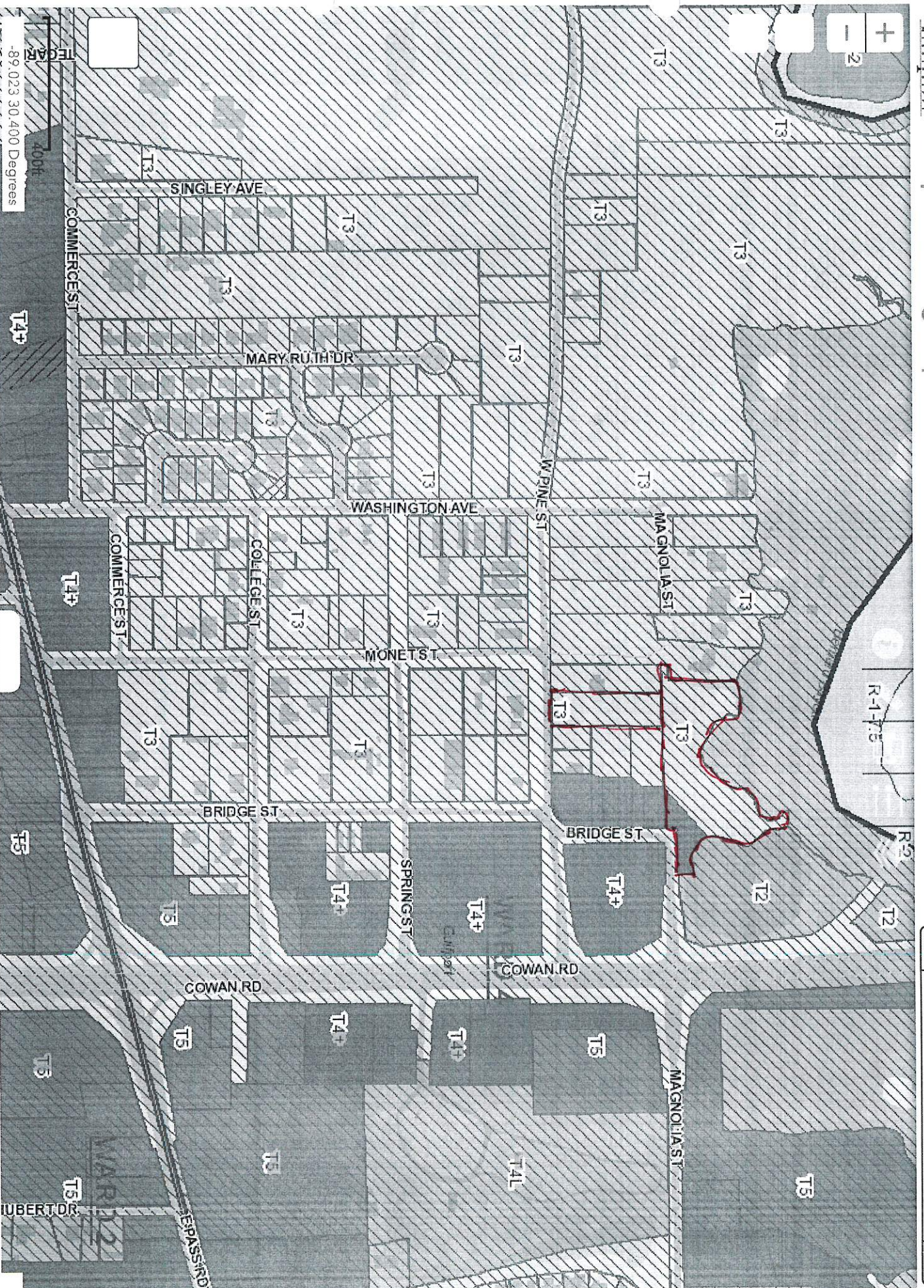
The inclusion of condos/townhouses into this plan implies that there is an express need for housing that cannot be accommodated elsewhere in the surrounding area. According to the Smart Code (see attached pg. 27 of Smart Code Charrette Book), the preferred plan for accommodating residents in the Handsboro area begins with development of residential housing of a variety of types along the portion of Cowan Road that lays South of the railroad tracks and that has not begun.



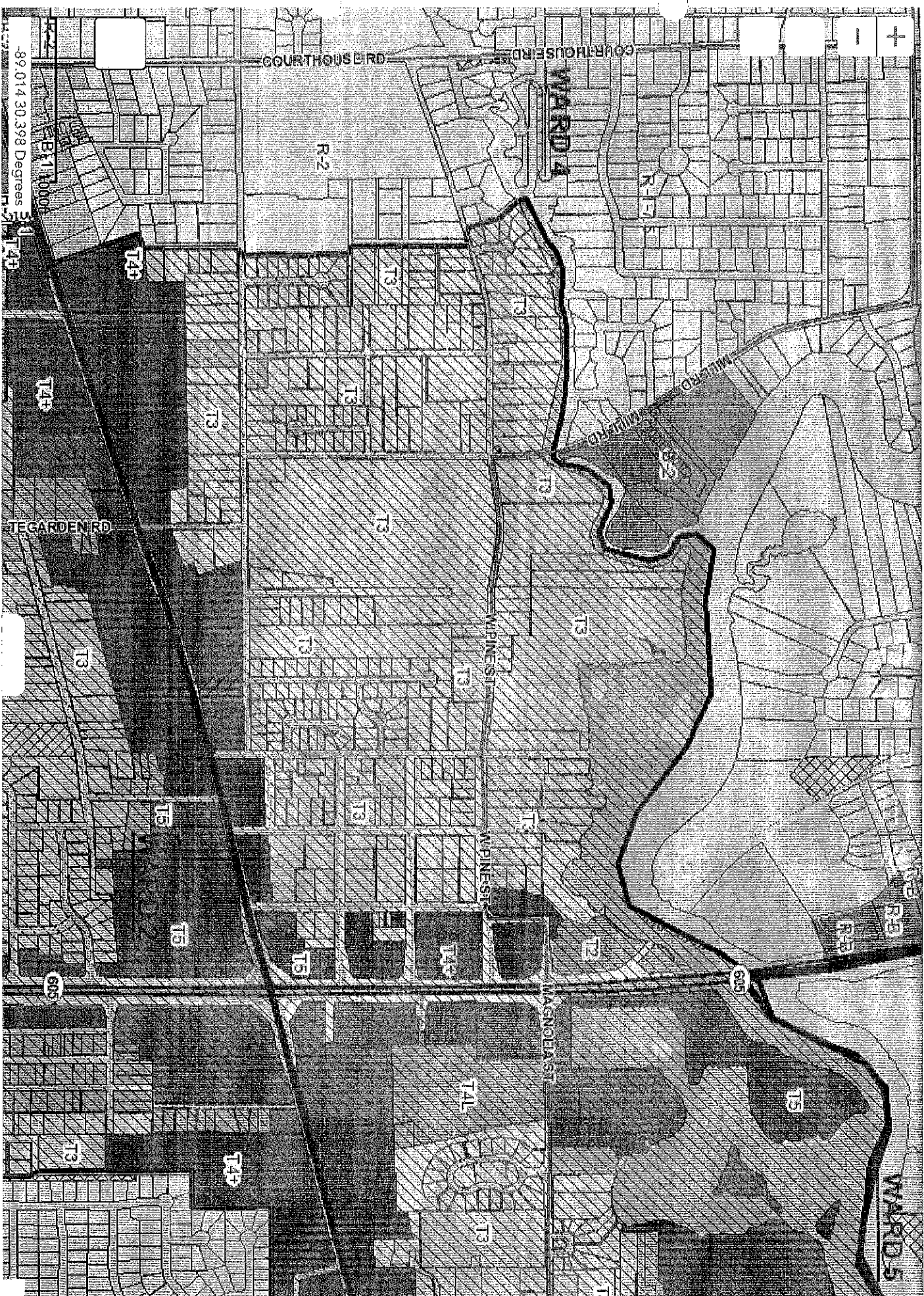
City of Gulfport

# Gulfport Zoning Map

Enter Address, Street, or P#





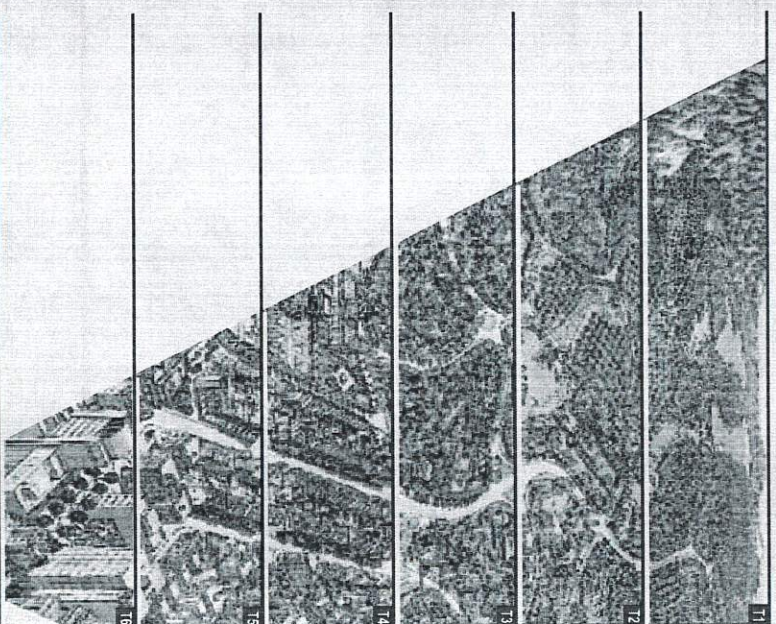




## What SmartCode does:

- Smartcode makes Gulfport's existing type of traditional neighborhoods legal to build on new sites.
- Smartcode enables the future vision and preserves and restores the past character of such neighborhoods.
- Smartcode enables sustainable plans for future development to accomplish the infilling of sprawl areas and hurricane-damaged areas while retaining local character.
- Smartcode protects the natural beauty of the area by keeping development compact.
- Smartcode reduces the infrastructure costs of growth to Gulfport by encouraging more compact development.
- Smartcode reduces congestion and driving time by moving ordinary destinations closer to where people live and by using street networks to move traffic rather than single arterial roads.
- Smartcode benefits both residents and developers because it lets both parties know what is expected and what to expect. The forms of building are specified at time of adoption, and so long as developers are willing to develop according to the residents' vision, they may proceed quickly and without costly delays and uncertainty.
- Smartcode reduces acrimony and improves fairness of the development process by reducing variances and appeals, providing a better outcome and greater community harmony.
- Smartcode makes it possible for growth to improve the quality of life rather than degrade it.
- Smartcode results in streets and development which improve property values rather than reducing them.
- Provides a diversity of living options for residents on the Coast by keeping rural and sub-urban areas peaceful and keeping urban areas lively.

## SMARTCODE



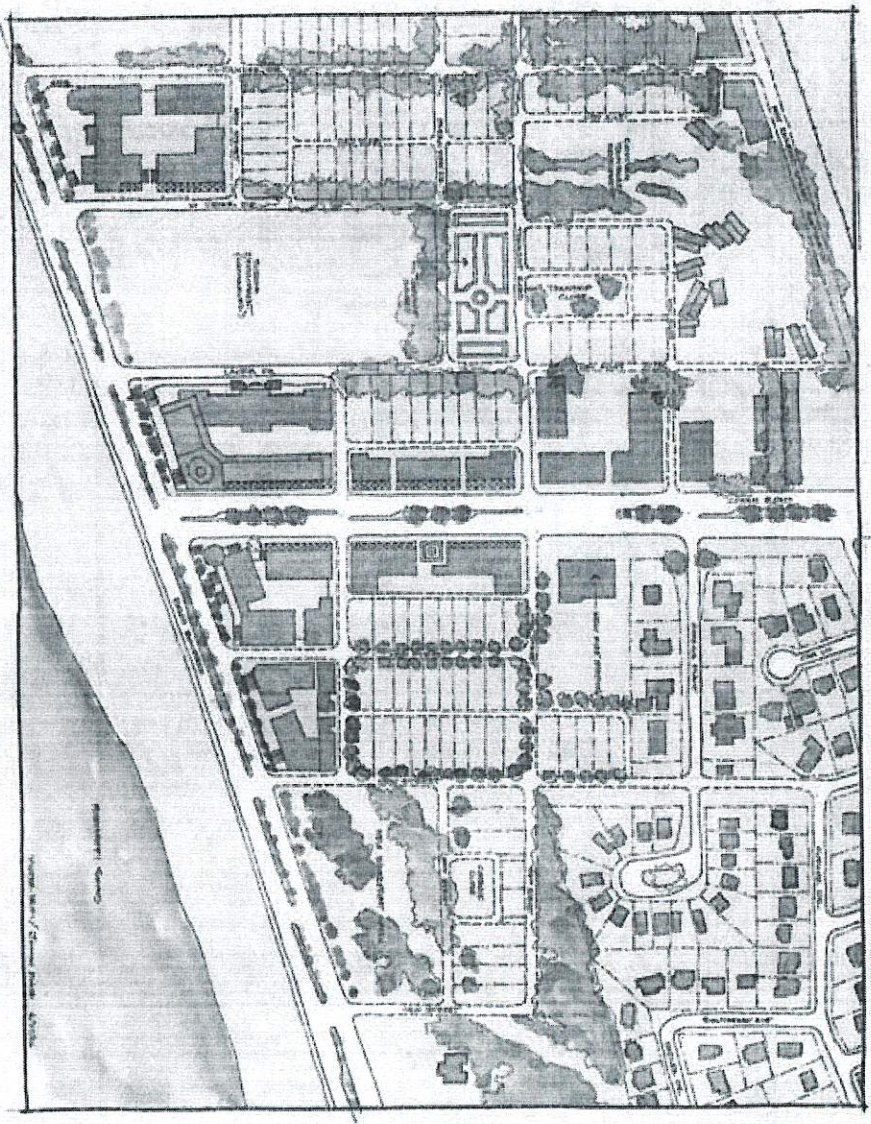
City of Gulfport, Mississippi  
DRAFT 03-06-06 - Subject to review and approval of City Attorney,  
Planning Commission and Mayor and City Council



## The East Side: Cowan Road at East Beach Blvd.

### Cowan Road at East Beach Boulevard: Proposed Design Strategy

- Establish a traditional neighborhood development with resort amenities along the waterfront.
- Develop Cowan Road as a mixed-use, retail and commercial boulevard from the waterfront to the new Railroad Street extension.
- Reconstruct the damaged Fire Station at the intersection of Cowan and Township Roads, providing greater public presence and a higher architectural standard.
- Line the center aisle of Cowan Road with pavilions, trees, and plantings as necessary.
- Create a new Residential Square at the intersection of Township Road, and West Cedar and Laurel Drives.
- Provide a variety of residential types that include estate lots, cottages, townhouses, live-work units, apartment lofts and condominiums.
- Steadily increase the intensity as the neighborhood approaches the waterfront with 8-12 storey apartments, hotels and condominiums lining Beach Boulevard.
- Step back the apartments, hotels and condominiums along the waterfront so as to create a stunning skyline that respects the scale and character of the adjacent residential neighborhood, without blocking Gulf views from the public realm.
- Create a new Waterfront Green along Beach Boulevard where the apartments, hotels and condominiums meet the estate lots.
- Provide Cottage Closes at the Waterfront Green and Township Square as a transition from the urban to the residential.



Neighborhood Plan by Victor Deupi and Johnny Olsen



tabbles  
**EXHIBIT**  
046  
B

**Legend**

-  Baywood Campground Inc
-  Family Dollar
-  Feature 1
-  Fidelis Realty LLC
-  Gulf Coast Pediatric
-  McDonald's
-  Winn-Dixie

Bonham property 2007

Google Earth

Image USDA Farm Service Agency

1000 ft

N



Bonham property 2011

Legend

- Baywood Campground Inc
- Family Dollar
- Feature 1
- Fidelis Realty LLC
- Gulf Coast Pediatric
- McDonald's
- Winn-Dixie

Google Earth

Image © 2021 Maxar Technologies

1000 ft

N



Bonham property 2016

### Legend

- Baywood Campground Inc
- Family Dollar
- Feature 1
- Fidelis Realty LLC
- Gulf Coast Pediatric
- McDonald's
- Winn-Dixie

Google Earth

Image © 2021 Maxar Technologies

1000 ft

N



Bonham property 2021

Legend

-  Baywood Campground Inc
-  Family Dollar
-  Feature 1
-  Fidelis Realty LLC
-  Gulf Coast Pediatric
-  McDonald's
-  Winn-Dixie

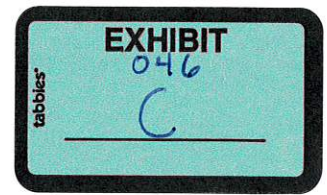
Google Earth

Image © 2021 Maxar Technologies

800 ft

N





My name is Emily Andrews. I am the property owner of 1204 W Pine Street, which is the property directly west and south of the two parcels up for rezoning today in Zoning Map Amendment 2103PC046.

**I oppose this request for rezoning.**

**There has been no mistake in zoning either one of these parcels.** These properties are in a neighborhood and are zoned appropriately.

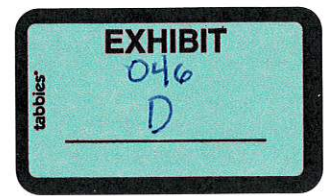
**There has been no change in the neighborhood to warrant this.** My dad bought his house in the mid 90s. When he died, my husband and I moved in. This home has been in our family for nearly 30 years. Many families living in this neighborhood have been here for generations. There has been no change in the neighborhood.

People still live here. Children still play outside and catch the bus. People still go to work, come home, cook dinner, and watch TV before turning into bed. Some are enjoying their retirement. People are paying their mortgages, their bills, checking the mail, taking out the garbage, grilling on the weekends, planting their gardens, walking their dogs. All of these people are neighbors. That's what a neighborhood is—people living together with a shared interest in a shared area where they invest their time and money, so make no mistake—**we are a neighborhood**. There have been no changes in the character of our neighborhood.

If you approve these parcels for rezoning, there will be a change that will not benefit us at all. I am sure that the agents requesting rezoning before you today would fight against developers wanting to rezone property in their neighborhoods, next to their homes, in their backyards, where they invite their friends and family, where they enjoy the peace and beauty that their natural surroundings provide. This push for rezoning is **irresponsible**. It has already caused me so much stress and worry. I worry about the increase in traffic in the heart of a neighborhood block and the parking that will extend into the surrounding streets. I worry about the introduction of noise, constant light, litter, and other new elements that are not conducive to a neighborhood environment. I worry that our property values will go down. All of these worries will only deepen if these parcels are rezoned and developed commercially.

The real crux is that **there is absolutely no need for any of this**. There is no need to come inside our neighborhood and disrupt it. Families are living here, and families should be living on these properties, too. That is precisely what they are zoned for. There are plenty of available properties in Gulfport already commercially zoned to build parking lots, condos, and waterfront restaurants. Please keep those developments east of Bridge Street.

Thank you.



**March 25, 2021**

**City of Gulfport  
Commission**

**Planning  
Gulfport, Mississippi**

**Dear Sirs,**

**I am writing concerning the rezoning request (Map Amendment 2103PC046) which is asking that the two tax parcels: 1010E-01-003 and 1010E-01-011 be rezoned from their current status as primarily residential areas to T4+ commercial properties.**

**My residence, where I have lived since 1972, is a short distance west of this proposed commercial development. There hasn't been any commercial use of that property that I know of in many years, if at all. One part of it, on the Bayou, contained only Mr. Bonham's home place and the other has been a residential lot that has been vacant for some time now but which is located between two existing occupied residences on West Pine.**

**Where I live has always been a quiet neighborhood and I would like to see it stay that way. The two properties in question have always been residential and their zoning should not be changed.**

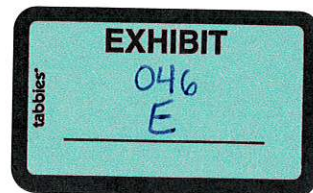
**We already have enough noise and traffic in this area!**

*Betty Lou Hamilton Reyer*

**Betty Lou Hamilton Reyer**

**1125 Magnolia Lane**

**Gulfport, MS**



Gulfport MS 39501

March 25, 2021

Members of the Gulfport Planning Commission:

This letter is written for the purpose of my being on record to strongly OPPOSE the Request by agent Garlon Pemberton "RE: Zoning Map Amendment 2103PC046, tax parcels 1010E-01-003.000 and 1010E-01-011.000....to rezone from T3 and partial T4+ to completely T4+."

My opinion, simply stated, is that this property's configuration and size is not adequate to accommodate this type of development. The best use would appear to be two (perhaps 3) single family dwellings. After all, that was what was on the property until destroyed by the hurricane and it has stood vacant since.

The character of our neighborhood has never been disturbed in the 20+ years we have lived here and any change to the zoning would be a disaster for our residents and their neighborhood.

I, along with many residents of the Handsboro area respectfully request that serious thought be given before approving this possible rezoning.

Cecile C. Faulk

1300 Monet Street

Gulfport, MS 39507





**Petition in Opposition**  
**RE: Zoning Map Amendment 2103PC046, by agent Garlon Pemberton, tax parcels 101E-01-003.000 and 101E-01-011.000, request to rezone from T3 and T4+ to completely T4+, W Pine St. and Magnolia St., Ward 4**

I, as an interested party, do hereby acknowledge that I am against rezoning this portion of residential area to commercial area and ask that the statements of Mr. Joshua Andrews and/or Mrs. Emily Andrews as presented here today, March 25, 2021, do also reflect my opinions and interests in this matter.

Rebecca C. Austin 3-22-21  
Name Date

William Dennis Austin 3-22-2021  
Name Date

Christina B. Moore 3/20/21  
Name Date

Rethy Moore 3/22/21  
Name Date

Phillip Burgess 3/22/2021  
Name Date

Catherine L. Burgess 3/22/2021  
Name Date

DPA 3/25/21  
Name Date

Anne Prezel 3/25/21  
Name Date

\_\_\_\_\_  
Name Date

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Betty Lou Hamilton Reyer  
Name

3-24-2021  
Date

Cecile C. Fench  
Name

3/25/21  
Date

Ryan Ch  
Name

3/25/21  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
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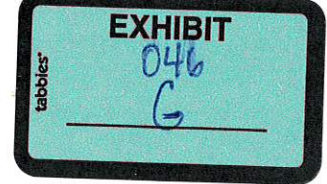
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



E. Ward Faulk

1300 Monet Street

Gulfport MS

### Discussion Points – Rezone Hearing March 2021

General: I am a retired banker and over the course of my career I have financed a few real estate developments. My philosophy in lending, and particularly so in Real Estate development, was to find a path to accommodate the proposing borrower and not incur any losses doing it. To me, this meant counter proposals or alternate approaches to what was initially proposed by the developer. I didn't believe in just saying no – even when the proposal was a real stinker! One like this one!

Reviewing the developers somewhat cryptic proposal for re-zoning:

#### 1. MISTAKES.

- (a) 2 different zones (T4+ and T3), clearly the correct choice according to the developer is that they should both be T4+?

Rebuttal: This main parcel abuts single family residential properties on West and South. Area has long been zoned T3 and earlier similar zone codes and is directly across the Bayou from other existing residential properties. IF the intent was to reclassify this parcel then the correct choice should be to continue the protection of the residential properties to the West and South. BUT if it was a zoning mistake, then the entire parcel should remain residential.

#### 2. Character of neighborhood.

- (a) For Parcel 1010E-01-003.

“There is a growing demand for.....waterfront restaurants.”

The Blow Fly Inn is currently the only restaurant on the South side of the Bayou. However, open and proposed eating establishments are plentiful within a few block's radius – no one is starving! As the only waterside restaurant, Blow Fly does not appear to be operating anywhere near capacity most days. However, there is a new restaurant on the North side of the Bayou from subject property. In its short existence, it has become a neighborhood nuisance with all night lighting bright

enough and multicolored enough to possibly be seen in space! It has, from time to time created some serious spill-over parking problems for neighboring areas. Our area's narrow existing streets are already over travelled! With the Pine Street site for additional multi-housing units and a restaurant it could only become much worse! Whatever the current nature of the South side of the Bayou neighborhood is today, it is quiet, even if over travelled! A restaurant and a bar addition would definitely change that for the worse!

(b)For Parcel 1010E-01-011.

"In the event the request for rezoning parcel 1010E-01-003 for highest and best use is granted."

If access means a drive thru and/or parking facility, it should be pointed out that any proposed entrance road and parking facility would be located between two occupied residences in an area long designated as residential. The constant traffic and associated noise would permanently alter the peaceable nature of the existing property and substantially add to the already heavy traffic load on Pine Street.

### 3. Effect of Amendment.

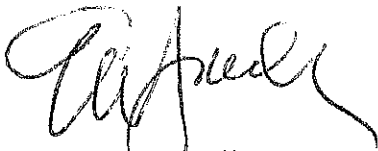
c. "In addition to the amendment request we will simultaneously be requesting a planned building group. Our goal is to put a restaurant on the North East portion of the property in addition to condos/townhomes on the West portion."

Here is the rub. While we have to have sympathy for the proposing developers of the subject property since there may be very well a provable need for another condo development and restaurant at many locations in Harrison County, the existing nature of the nearby properties here and the configuration, with its own limiting features, on the site proposed for this project are not adequate or suitable for their proposed project. The remaining three acres, after deducting the wetland areas, has a shoreline that doesn't just meander: it presents an extremely indented pathway along the northern edge of the property – effectively bifurcating the remaining developable property. Any significant construction would need to be



crowded into the Northeast portion of the lot, and that part of the property does not appear to be adequate for the siting of a restaurant and a condo development (of unspecified number of units)! On the Southern border of the main site, we find both power line and gas line easements that overlap and absorb about a 40-foot corridor across the property! Doesn't leave much room for development – especially on the Western end.

Ever since Mr. Bonham moved on, we have hoped for a new neighbor or two to complement the residential nature of this section of the Bayou shoreline. What we wish for, and what is practical given the limitations of the subject property, is for the site to finally be put to its highest and best use as two or possibly three single family building sites of adequate size. With all the best wishes for their success, that is what we recommend to the proposing developers for this property.



E. W. Faulk

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 \_\_\_\_\_, 2021, 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 T3 (SUB-URBAN ZONE) AND T4+ (GENERAL URBAN ZONE “PLUS”) DISTRICT TO COMPLETELY T4+ (GENERAL URBAN ZONE “PLUS”) 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 number 1010E-01-003.000, which is generally described as being located north of W Pine Street, south of and adjacent to Bernard Bayou, east of Washington Avenue, and west of Cowan Road, should be rezoned from its present classification T3 (Sub-Urban Zone) and T4+ (General Urban Zone “Plus”) District to completely T4+ (General Urban Zone “Plus”) District. The Case File Number is 2103PC046.

**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 **rezoned from its present classification T3 (Sub-Urban Zone) and T4+ (General Urban Zone “Plus”) District to completely T4+ (General Urban Zone “Plus”) District.**

Ad valorem tax parcel number 1010E-01-003.000 is legally described as:

PARCEL NUMBER 1010E-01-003-000, being a portion of the following: One parcel of land beginning at the corner of the intersection of the North line of Magnolia Street and the West line of Gulf Street in the former Town of Handsboro, in said County and State, and from said point run North a distance of 350 feet, thence West a distance of 190 feet, more or less, to a ravine, thence North along said ravine to Bayou Bernard a distance of 120 feet, more or less, thence in Southwesterly direction along said Bayou Bernard a distance of 600 feet, more or less, to the East line of property owned by W. L. Hays, thence South along the East line of said Hays property to the North line of said Magnolia Street, thence East along the North line of said Magnolia Street, a distance of 736 feet, more or less, to the point of beginning. Said land is situation in the Northeast quarter of Southwest quarter of Section 30 Township 7, South, Range 10, West, and is bounded on the South by said Magnolia Street, on the West by property now or formerly owned by W. L. Hays, on the North by Bayou Bernard, and on the East by said Gulf Street and the land formerly owned by Mrs. Emma DeMayer and now owned by O. L.

Meador; together with all riparian and other rights, easements, privileges and appurtenances belonging thereto and improvements thereon.

LESS AND EXCEPT: PARCEL NUMBER 1010E-01-002-000 3.4 AC(C) BEG AT INTER OF S MAR OF BAYOU BERNARD AND SW MAR OF LORRAINE RD SELY ALONG RD 236.9 FT TO W MAR OF NEW COWAN - LORRAINE RD SLY ALONG RD 328.5 FT S 22 DG W 58.9 FT S 84 DG W 67 FT S 82 DEG W 82.5 FT TO N MAR OF MAGNOLIA ST SLY WLY ALONG RD 49.5 FT N 40 FT N 40 FT TO S MAR OF LAKE N WLY ALONG LAKE TO BAYOU NELY ALONG BAYOU 300 FT TO POB PART OF NE 1/4 OF SW 1/4 OF SEC 30-7-10.

ALSO DESCRIBED BY SURVEY BY PATRICK M MARTINO, PLS DATED 8/25/08 SURVEY DESCRIPTION:

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West, First Judicial District of Harrison county, city of Gulfport, Mississippi and being more particularly described as follows:

Commencing at an iron pipe found lying on the West line of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West; thence N 88° 27' 48" E 558.13 feet to an iron rod found lying on the North margin of Pine street; thence N 00° 12' 18" E 325.97 feet to an iron rod found at the established Northwest corner of Lambert being described in Deed Book 923, page 557, said point also being the point of beginning; thence N 88° 35' 35" W 96.23 feet to an iron rod found; thence N 03° 25' 54" W 17.32 feet to an iron rod found; thence N 88° 13' 10" E 47.89 feet to an iron rod found, lying on the East line of the property now or formerly of Faulk being described in deed instrument number 2006-4401-D-J1; thence N 00° 30' 11" W 190.66 feet to a point within an existing water inlet; thence S 79° 25' 09" E 39.76 feet to an iron rod found lying on the shoreline of Bernard Bayou; thence along the shoreline of Bernard Bayou in a Northeasterly direction a distance of 51 feet more or less, to a point being, N 70° 55' 44" E 50.80 feet; thence continue along the shoreline of Bernard Bayou in a Southeasterly direction a distance of 170 feet more or less, to a point being, S 46° 37' 39" E 164.69 feet; thence continue along the shoreline of Bernard Bayou in a Northeasterly direction a distance of 200 feet more or less, to a point being, N 40° 42' 02" E 181.57 feet; thence continue along the shoreline of Bernard Bayou in a Northeasterly direction a distance of 194 feet more or less, to a point being, N 28° 24' 49" E 142.94 feet; thence continue along the shoreline of Bernard Bayou in a Easterly direction a distance of 26 feet more or less, to a point being, S 85° 16' 17" E 24.40 feet; thence N 61° 50' 15" E 58.51 feet more or less to a point being the midpoint of the entrance to a man-made lake as made reference to in that deed to Francis Patrick recorded in deed book 1411, page 398; thence in a Southeasterly direction 346 feet more or less to an iron rod found being, S 16° 37' 09" E 346.20 feet, said rod lying on the South shoreline of said man-made lake; thence S 00° 20' 24" E 16.21 feet to an iron rod found lying on the North margin of Magnolia street, said point being 250 feet West of the intersection of the former West right-of-way of Lorraine Cowan road and the North margin of Magnolia street; thence along the North margin of Magnolia street, S 88° 58' 05" W 127.20 feet to an iron rod found lying at the intersection of the North margin of Magnolia street and the West margin of Bridge street; thence S 00° 47' 20" W 36.25 feet along the West margin of Bridge street to an iron rod found at the Northeast corner of the property now or formerly of Wentworth, being described in deed book 1352, page 294; thence S 88° 26' 44" W 279.69 feet along the North line of the property now or formerly of Wentworth to an iron rod found; thence S 88° 29' 54" W 109.96 feet to the point of beginning, containing 2.63 acres more or less.

Said parcel being subject to a 30 foot perpetual gas easement as described in deed book 245, page 31, a 20 foot AT&T telecommunications easement as described in deed book 1075, page 413, and an overhead power line easement described in deed book 244, page 390. Said parcel also subject to any and all riparian and littoral rights.

**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 vote:

**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

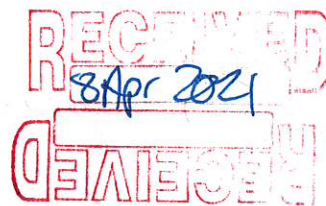
The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



---

BILLY HEWES, Mayor

April 8, 2021



Planning Commission  
City of Gulfport  
1410 24th Avenue  
Gulfport MS 39501

re: Zoning Map Amendment 2103PC046, heard on March 25, 2011

Dear Sir or Madam:

The undersigned objects to and opposes the recommendation by the Planning and Zoning Commission taken in the captioned matter regarding the request to rezone the property more particularly described as

Zoning Map Amendment 2103PC046, by agent Garlon Pemberton, tax parcels 1010E-01- 003.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) and T4+ (General Urban Zone "Plus") to completely T4+, W Pine St and Magnolia St, Ward 4

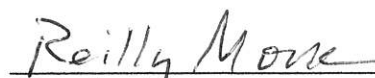
and hereby gives this **NOTICE OF APPEAL** to the Gulfport Planning Commission pursuant to Section VII A 6 of the Municipal Code of the City of Gulfport.

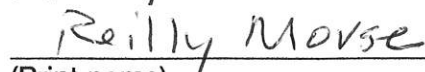
The undersigned requests the Planning Commission to prepare and forward within 7 days hereof an estimate of the cost of the preparation of the record on appeal in order to file the certificate of compliance required by the code.

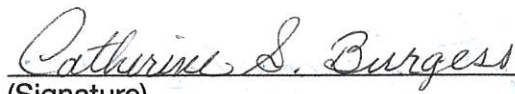
Very Truly Yours,

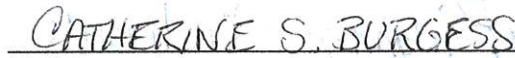
  
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(Print name)

Kim Tyson  
(Signature)

Kimberly Tyson  
(Print name)

E. Wass Faulk  
(Signature)

E. Wass Faulk  
(Print name)

Cecile C. Faulk  
(Signature)

Cecile C. Faulk  
(Print name)

Phillip Burgess  
(Signature)

Phillip Burgess  
(Print name)

Robert C. Tyson  
(Signature)

Robert C. Tyson  
(Print name)

Emily Bingham Andrews  
(Signature)

Emily Bingham Andrews  
(Print name)

Joshua Andrews  
(Signature)

Joshua Andrews  
(Print name)

George A. Schloegel  
(Signature)

George A. Schloegel  
(Print name)

Amy Pierce  
(Signature)

Amy Pierce  
(Print name)

Mildred C. Pierce  
(Signature)

Mildred C. Pierce  
(Print name)

Jamie W. Pierce  
(Signature)

Jamie W. Pierce  
(Print name)

Anne F. Pierce  
(Signature)

ANNE F. PIERCE  
(Print name)

CITY OF GULFPORT PLANNING COMMISSION

2103PC046

TRANSCRIPT OF HEARING

March 25, 2021

\*\*\*\*\*

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT  
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,  
GULFPORT, MISSISSIPPI, ON THE 25TH DAY OF MARCH 2021  
COMMENCING AT 4:30 P.M. AND REPORTED BY  
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

\*\*\*\*\*

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President  
WILLIAM "PRINCE" JONES  
B.J. SELLERS  
CHARLIE HEWES  
JOHN ANTHONY  
TIMOTHY DAIGLE, JR.  
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES  
SU-LIN BOLIN  
EMMA STRONG  
CORY LONG



1 7. Zoning Map Amendment 2103PC046

2 MS. STRONG: Zoning Map Amendment 046 has  
3 been duly and timely noticed as required by law. The  
4 applicant requests to rezone from T3 and T4+ to completely  
5 T4+ at West Pine Street and Magnolia Street in Ward 4. A  
6 copy of the packet considered is hereby offered to the  
7 record.

8 MR. WILLIAMS: Thank you. Someone here to  
9 speak for this request?

10 MR. PEMBERTON: Garlon Pemberton, 9591 South  
11 Bayou Bend Drive, Gulfport, Mississippi.

12 MR. WILLIAMS: Thank you.

13 MR. PEMBERTON: So when we turned in our  
14 application, there's two parcels right there, one on the  
15 water and then one just to the south of it. The ultimate  
16 goal originally was going to be -- we built the Marina  
17 Cantina Restaurant across the water, and then we were going  
18 to look at doing another restaurant. That's why we were  
19 trying to bring the two zonings from the T3 and T4+ which  
20 the lot is currently split zoned, to one zone which would be  
21 a T4+. And then the lot to the south of it was going to be  
22 used ideally for T4+ so that we could have entry and exit.

23 Since we've turned in the application and  
24 what we've done our due diligence on, we've kind of come up  
25 with a little bit different plan, and we found a better and

1 higher use for that. We have changed and really want to  
2 turn that into not a restaurant and townhomes, but just all  
3 townhomes, so it would be single family residents facing the  
4 water in townhome fashion.

5 So the T4+ is needed to get the townhomes  
6 because we were originally trying to do that on the west  
7 part of it and then the restaurant on the east part of it.

8 I've spoken with Rip Daniels who owns the two  
9 lots where he also has split zoning T3 and T4+ just directly  
10 south and in between. Unfortunately, I didn't know that  
11 ahead of time, he wanted to move to try to get his rezoned  
12 also to T4+, so I think he's wanting to come in on that, as  
13 well, not today obviously but in the next application  
14 period.

15 But ultimately, as you're coming down Cowan  
16 Road down south, generally when you're trying to do a zoning  
17 change, you're trying to meet or show a change in condition  
18 and then a change of need.

19 Well, on a change of condition I would say  
20 that the corner lot right there on Magnolia and Cowan that's  
21 being developed right now as a commercial. We're currently  
22 building Woody's Roadside Grill just south of that on that  
23 corner. And then we have a Que-dilla (ph.) restaurant  
24 coming in, also.

25 As you can see if you drive from Pass Road to

1 I-10, the development going on on Cowan-Lorraine which was  
2 not happening at the time that they did the Smart Code  
3 zoning on all this.

4               So, you know, change in condition I would say  
5 it's not what it was, you know. It's now a major corridor.  
6 It's got a lot of businesses and high density coming into  
7 it.

8               And the purpose of the change of need, I  
9 would say, as you pull up -- if you have any experience in  
10 real estate, just go on line or call a real estate agent and  
11 try to find something for sale that is single family from  
12 Magnolia Street to the other side of the Industrial Bridge,  
13 and you're not going to be able to find anything really.  
14 They're doing development across from Waterside that's also  
15 going to help in the need for the single family problem. I  
16 think it's going to be a great addition to the area.

17              But the townhomes would be a better fit we  
18 believe than a restaurant. We don't want an excess amount  
19 of traffic right there. And the whole purpose of this south  
20 lot becoming T4+ is to get the traffic out of that bend in  
21 that road because we don't want a lot of traffic flow going  
22 into the townhomes from there. Ideally it would come from  
23 Pine Street because it's only going to be like 15 new  
24 townhomes.

25              MR. WILLIAMS: Okay.

1                   Garlon, you've been here enough so I'm going  
2 to ask you, and you just did. I was going to ask you this.  
3 You know, you're talking about commercial development on the  
4 piece on the water, that's one thing. But then when you  
5 throw that other piece in there, that is amongst residential  
6 properties in those things. So that is really just for  
7 access into the townhome development?

8                   MR. PEMBERTON: Yes. I met with the DMR, and  
9 we got a wetland determination on all that. Ultimately,  
10 it's not really buildable, I mean, without doing a wetland  
11 delineation and stuff that I'm really not interested in  
12 getting in.

13                   We're not trying to max dense that. We had  
14 come up with a design of like a wooden bridge that we saw at  
15 Seaside and so it would get you over, and the DMR is fine  
16 with us driving the proper pilings and all that to get  
17 through the wetland area. So like running through the  
18 middle of that property going east and west is where the  
19 wetlands are on that south parcel. So we're not wanting to  
20 pull any of that out, disturbing that. We want to keep it  
21 natural if we had like a wooden driven bridge to get into  
22 the community that will be a townhome.

23                   MR. WILLIAMS: Okay.

24                   MR. PEMBERTON: So surely know, we don't want  
25 to put any structure or anything like that on that property.



1 MR. WILLIAMS: Okay.

2 Questions, B.J.?

3 MR. SELLERS: Do you know how wide that  
4 southeast is, what the width on it is?

5 MR. PEMBERTON: I should have brought that  
6 little map of it. I want to say it's somewhere around 100  
7 feet give or take. Yeah, it's 110 feet. So we needed 60  
8 when I met with the building department, we're going to need  
9 60 foot in width for the bridge, so that would leave 20 foot  
10 of undisturbed if we put it in the middle of our lot on each  
11 side. Or we can jam it all the way to the east and leave 40  
12 foot. You know, whatever is the least impact to everyone  
13 around. Our goal is not to impact the homes to the west  
14 side.

15 MR. WILLIAMS: All right. Any other  
16 questions for the applicant right now?

17 MR. ANTHONY: Yeah. I guess one of the  
18 things that's in the plans for us since we're (inaudible)  
19 the townhomes, and I'm sure that there must be shown to the  
20 homeowners who are here that's present, too.

21 Is there any requirement for -- and I guess I  
22 (inaudible) -- any requirement for buffers?

23 MR. WILLIAMS: First of all, Greg, before you  
24 answer, I'll remind the commissioners, and we talk about  
25 this on rezoning, a lot of times the proposed development of

1 the property is what kind of gets the interest of the  
2 citizens and things. But this is a rezoning. So he can  
3 tell us tonight -- in fact, Garlon has been in front of us a  
4 good bit, so don't take this as saying you're not being  
5 truthful because I remind the commissioners on this all the  
6 time. Once we rezone it, it can be developed with anything  
7 that can be in that zoning. So he could change his plans,  
8 he could sell the property, and those things. So I think as  
9 commissioners we have to understand that a rezoning is a  
10 rezoning and it can be developed into whatever is allowed in  
11 that zoning when it gets there.

12 So, Greg, anything to add to that?

13 MR. HOLMES: That's correct. To answer your  
14 question, he could build townhomes single family attached,  
15 it won't require buffering in the residential. Now, if he  
16 can put a commercial development in there, (inaudible)  
17 residential property.

18 MR. WILLIAMS: Good clarification. Thank  
19 you, Greg.

20 MR. SELLERS: I'm sorry. Could you repeat  
21 that for me?

22 MR. HOLMES: If he was to build townhomes on  
23 that property, we consider that single family attached, so  
24 it wouldn't require a buffer because it's single family  
25 residential. But if he was to put a commercial development

1 in in a T4+ that is next to a residential, then it would  
2 require a buffer for the residential.

3 MR. SELLERS: And while we're talking about a  
4 buffer, I'd just like to point out that on that west side of  
5 that north piece, you have a natural waterway there that  
6 takes a major environmental wrangling to be able to do  
7 anything with that, my point being there's a natural buffer  
8 there already that's more than likely going to stay I would  
9 think.

10 MR. PEMBERTON: Yeah. I'm sorry. I should  
11 have highlighted that earlier.

12 So on that west side, when I met with the DMR  
13 and we got our wetland determination and all that on the  
14 property, that little west part is what feeds the wetlands  
15 coming down into the south parcel.

16 So what we did is we found that line, I want  
17 to say it's about 18 feet plus or minus from the west  
18 property line. And so from that, then we would do another  
19 ten foot setback. So, you're right, we don't want to touch  
20 anything on the west of any of the parcels. And we do not  
21 want to disturb, our intention, I should say, based on the  
22 studies we've had done and the DMR and everything, there's  
23 no reason for us to touch anything that's wet. So that  
24 would leave a huge natural buffer.

25 MR. HANCOCK: Question for the staff. And

1 that is, the first question I guess is just a clarification.  
2 Is T4+ needed to do what he's now talking about doing versus  
3 what's in the packet?

4 MR. HOLMES: The best way I can answer that,  
5 right now the property is zoned T3, and T3 will not allow  
6 townhomes. The T4+ that he's proposing would allow  
7 townhomes.

8 MR. PEMBERTON: Well, it's actually T4+ and  
9 T3 currently. The property is split zoned.

10 So part of the property with that red area  
11 right there, I mean, as it sits today, we could build a  
12 restaurant there. But again, we're not trying to get into  
13 that. We can't do the townhomes. What we want to do is --  
14 would be a higher and better use. I mean, there's just no  
15 inventory.

16 MR. HANCOCK: So another question for the  
17 staff then is: His packet is geared more towards putting a  
18 restaurant on this property, and his justification for  
19 changing the zoning is all about putting a restaurant on the  
20 property. Is that an issue with the packet that we need to  
21 re-document this reasoning and justification?

22 MR. HOLMES: My personal opinion I don't  
23 think so just because of what Mr. Williams said earlier. I  
24 mean, if you guys approve this and Council ratifies it, he  
25 could have any use allowed in the district. So we can't



1 exactly hold him to building just, you know, a restaurant or  
2 single family. Any use that's allowed in T4+ is allowed.

3 MR. WILLIAMS: And just as another reminder,  
4 Commissioners, in order to rezone, the applicant has to show  
5 a justification of either an error at some point, a change  
6 in condition, an increase in need for the site, annexation,  
7 ordinance change, or change in governmental property. So  
8 those are the reasons in order to do a resubdivision (sic).

9 All right. Any other questions?

10 Garlon, if you'll pay attention, if anything  
11 comes up, anybody has anything to say you want to come back  
12 and address later, we'll let you do that. Okay? Thank you.  
13 Appreciate it.

14 MR. PEMBERTON: Thank you.

15 MR. WILLIAMS: Anyone else here to speak for  
16 this request?

17 Anyone here that wants to speak against this  
18 request or has questions on this request?

19 I was wondering what the turnout was. All  
20 right. Let's start here if we can, please.

21 MR. PETTY: My name is Bill Petty. I live  
22 on -- my address is 1225 West Pine Street which is the  
23 parcel immediately south of the southern blue area that's  
24 shown on the map.

25 MR. WILLIAMS: Okay.

1                   MR. PETTY: Basically what my concern is  
2 exactly what was brought up here earlier, that if this is  
3 rezoned that he was free to put pretty much anything that is  
4 permitted regardless of whether it's townhomes, a  
5 restaurant, or whatever. And that -- it would allow him to  
6 do.

7                   The property that is situated to the west and  
8 south of the area that is proposed to be rezoned is still  
9 very much residential. The character of those properties  
10 has not changed.

11                   And for that reason, I would, and there are  
12 several other neighbors here, too, that would oppose the  
13 resubdivision (sic) simply because it would destroy the  
14 character of the neighborhood.

15                   MR. WILLIAMS: All right. Thank you, sir.  
16 Appreciate it.

17                   Next? That will be good, yes.

18                   MR. ANDREWS: Good afternoon. My name is  
19 Joshua Andrews, and I live at 1204 West Pine Street.

20                   I apologize, I didn't know I'd have any way  
21 to display. I've put it in paperbacks. Would you like a  
22 copy of them?

23                   MR. WILLIAMS: Yes. Emma, can you grab  
24 those?

25                   MR. ANDREWS: I'm here today in opposition of

1 the request for amendment of two residential parcels in the  
2 Handsboro from T3 residential to T4+ commercial in the Case  
3 Number 2103PC046.

4 I represent several of my neighbors. Most of  
5 them are here today. And if it is allowed by the board, I  
6 would ask that for the record they be able to stand and  
7 represent themselves.

8 Can my neighbors stand I'm speaking for?

9 MR. WILLIAMS: Yes, that would be fine.

10 (People in audience standing.)

11 MR. WILLIAMS: All right. Thank you all.

12 MR. ANDREWS: I'm a monologuer so I prepared  
13 something and I'll let you have it afterwards. Okay?

14 MR. WILLIAMS: Okay.

15 MR. ANDREWS: The first requirements of this  
16 request for amendments is that there be a mistake in zoning.  
17 Regarding the northernmost parcel along the waterline of  
18 Bernard Bayou, the parcel is approximately 2.6 acres and is  
19 primarily zoned T3+ -- T3 residential. But there's a small  
20 portion, approximately a quarter of an acre, that is zoned  
21 T4+ commercial. And there's a map attached to the zoning  
22 map to represent what is being discussed. It is included in  
23 red ink. It's been highlighted.

24 A mistake as defined by Mississippi Supreme  
25 Court is specified to be one of clerical or administrative

1 nature and not one of difference in judgment.

2           The area in question is zoned according to  
3 the Smart Code as adopted by the City of Gulfport in 2006 in  
4 the wake of Hurricane Katrina.

5           The purpose of the Smart Code is to align a  
6 pattern of development that protects the natural beauty of  
7 the area by keeping development compact and provides a  
8 diversity of living options for residents on the coast by  
9 keeping rural and suburban areas peaceful and keeping urban  
10 areas lively.

11           There are some highlighted comments in  
12 reference to Page 7 of the Smart Code charrette book that is  
13 attached to that that specifies those are quotes.

14           The City Councilmen and women, the architect,  
15 the developer, and countless community members put months of  
16 planning and discussions into this zoning format so as to  
17 serve the purposes of allowing commerce thickness around  
18 residential areas while reducing the number of variances and  
19 appeals to the zoning distinctions.

20           Therefore, I argue that not only is this  
21 unable to be considered a mistake in clerical or  
22 administrative nature, the distinction was made with careful  
23 consideration regarding the boundaries between commercial  
24 and residential areas and incorporated a vast amount of  
25 research and community input for the purposes of neatly



1 separating commercial and residential properties.

2           The second requirements of this request for  
3 amendments. That the character of the neighborhood has  
4 changed to such an extent as to justify reclassification and  
5 that there is a public need for a restaurant, as well as  
6 condos, townhouses be built along the waterfront lot as  
7 clearly zoned residential and still to use another  
8 residential property in the middle of a neighborhood for  
9 parking and street access.

10           There are already two waterfront restaurants  
11 along Bernard Bayou south of Cowan Bridge that have been  
12 struggling for the last decade indicating that no such need  
13 exists for this business. One of them is properly located  
14 in a T5 commercial zone, and the other has been  
15 grandfathered in for its historical presence predating the  
16 zoning requirements.

17           As shown on the satellite images from 2007 to  
18 2021 as I provided for you, representing the neighborhood  
19 south of Cowan Bridge and west of Cowan Road, the nature of  
20 the neighborhood has not changed in any significant way as  
21 to justify this need. It is not necessary for these two  
22 parcels of residential property that are clearly within a  
23 neighborhood to be used for this purpose.

24           In fact, it is outside of the spectrum of  
25 what Smart Code was adopted for to use these parcels for

1 this purpose.

2           The line of T4+ properties along Cowan Road  
3 and east of Bridge Street have been specifically set aside  
4 for such businesses as restaurants, shopping, and other  
5 retail.

6           And the T3 properties west of Bridge Street  
7 have been specifically separated to protect the peace and  
8 sanctity of the homeowners and the residents within a  
9 suburban area. Placing these types of businesses and  
10 parking facilities on the small parcels in the middle of a  
11 residential area is contrary to the desired effect of making  
12 sure that businesses do not move in on residential areas.

13           The inclusion of a condo and a townhouse in  
14 this plan implies that there is an express need for housing  
15 that cannot be accommodated elsewhere in the surrounding  
16 area.

17           According to the Smart Code, and I have  
18 attached Page 27 that references the east end of Gulfport in  
19 the area of Cowan Road, the preferred plan for accommodating  
20 residents in the Handsboro area begins with development of  
21 residential housing of a variety of types along the portion  
22 of Cowan Road that lays south of the railroad tracks and  
23 that has not begun.

24           In the application that they have submitted,  
25 the application was specifically for a restaurant, condos,

1 and townhomes, and a parking area and a driveway over a  
2 wetland. The need for that does not exist in that specific  
3 area.

4                   The requirements according to your  
5 application -- I'm sorry. Do you guys have this  
6 application?

7                   MR. WILLIAMS: Yes.

8                   MR. ANDREWS: Okay. The requirements in your  
9 application on Page 4 -- I'm sorry. This is my home here  
10 just west of this on the wetlands where a large 60 foot wide  
11 wooden bridge will be put, so I'm a little nervous and a  
12 little anxious. It's been along couple of weeks, I  
13 apologize.

14                   MR. WILLIAMS: That's all right. Appreciate  
15 you being here.

16                   MR. ANDREWS: The text of amendments, there  
17 is only a zoning map that was printed out in January that  
18 has a few doodles as to what they express that they would  
19 like to put on it, and it has been attached to the  
20 application you have in front of you. There are no  
21 statistics. There are no maps of any other sort. There are  
22 no development plans. And those are indicated in your  
23 application that they would be not just needed, but they  
24 would be wise to supplement the application with so as to  
25 justify the need. And that's not been added.

1           The wetlands determination that they're  
2 speaking of was done in January 22nd of 2001, and it states  
3 that there is nearly half an acre of wetlands that is in --  
4 butts up to the west side of the Pine Street parcel. It  
5 also indicates that this property sits between one and eight  
6 feet in elevation. I can stand on the waterline of Bernard  
7 Bayou, and I can see across the entire property. That's far  
8 how many feet.

9           The eight foot elevation is represented by  
10 about ten percent of the three and a half acres. The rest  
11 of it is shy of three feet in elevation. It is 25 percent  
12 of it is tidally inundated by high tides every day in the  
13 summer. About half of it is tidally further inundated by  
14 tropical storms.

15           To properly set housing and a restaurant and  
16 a parking facility there, they would need to put significant  
17 amounts of dirt, red clay, and that would definitely tear up  
18 the wetlands.

19           There's absolutely no way they can do what  
20 they say they're going to do which has already been amended  
21 on the cuff today to change the application they submitted  
22 which was required to be set in stone. I mean, not set in  
23 stone, but it was required to be there for you to evaluate.  
24 So they already amended that today without you having a  
25 chance to evaluate it.



1 MR. DAIGLE: What are you talking about  
2 specifically when you say they've amended on the fly today?

3 MR. ANDREWS: Mr. Pemberton sat here and  
4 said, well, we've changed our decision after we submitted  
5 our application to no longer put a restaurant there, said --

6 So he made that decision today, not in his  
7 application. The application asks for rezoning for the  
8 purpose of a restaurant. And you spoke exactly to that.

9 The second this is rezoned T4+, they can sell  
10 it to anyone they want, do anything they want with it.

11 There are residents on both sides of that  
12 West Pine Street parcel that actively live those houses  
13 today. There is absolutely no way this will not affect us.

14 I am all for development, and I am all for  
15 people having a place to live. But the city has adopted a  
16 specified parameter with which to account for that. And  
17 there are empty properties all the way down Cowan.

18 The Smart Code is associated with everything  
19 south of the bridge, the Cowan Bridge. What was specified  
20 today by Mr. Pemberton is that north of the bridge lots of  
21 changes have been made. This is a completely different  
22 zoning qualification. The Smart Code was adopted to reduce  
23 variances and appeals so as to fulfill the need within a  
24 spectrum that was well defined.

25 Now, I got a little off track. There are

1 several people that are not here that have supplied me with  
2 testimonies if you would like to hear that, as well, or if  
3 they would like to speak for themselves. Some of them are  
4 here; some of them are not here.

5 Where do we sit right now as far as time?

6 MR. WILLIAMS: Well, obviously it's a public  
7 hearing so we'll take time we need. But if you have those  
8 testimonials and you'd like to give them to the staff and be  
9 made part of the record, that may save us some time in order  
10 to do that.

11 MR. ANDREWS: I would like this to be made  
12 part of the record.

13 MR. WILLIAMS: Sounds good.

14 MR. ANDREWS: And I have a petition of  
15 several neighbors, some of which are here, some of which are  
16 not here, that I would like to add, as well.

17 Would you like me to continue?

18 MR. WILLIAMS: Yes.

19 MR. ANDREWS: So this is Ms. Betty Lou  
20 Hamilton (ph.). She lives in the house that is two  
21 properties west of the waterfront line that is marked in  
22 blue. So hers is about a three-quarter acre strip that  
23 touches the water.

24 (Reading) Dear sirs, I am writing concerning  
25 the rezoning request Map Amendment 2103PC046 which is asking

1 for the two tax parcels (end reading) -- do you want me to  
2 read the parcel numbers?

3 MR. WILLIAMS: Well, yeah, real quick on  
4 that. Are you going to read all those into the record?

5 MR. ANDREWS: If you'd like me to.

6 MR. WILLIAMS: I mean, if you make them part  
7 of the record, then they can be part of the record as  
8 opposition to it as opposed to reading all of them, if  
9 that's all right.

10 MR. ANDREWS: They all speak to different  
11 points to different personalities, but if you would like me  
12 to step back and -- I've never done this before.

13 MR. WILLIAMS: That's fine, that's fine. I  
14 just want to make sure that everybody has adequate time in  
15 order to, you know, state their case, and we've got several  
16 other cases. So if you've read them and there are certain  
17 points you want to make that they're addressing, then you  
18 can make them part of the record.

19 MR. ANDREWS: There's one specific thing I'd  
20 like to read that's a little more personal that does not  
21 apply to the application itself but applies more to the  
22 character of the neighborhood by a resident.

23 MR. WILLIAMS: Okay. So if it's got points,  
24 I'd kind of rather you hit the points as opposed to reading  
25 the whole letter. So if you can mention it.

1                   MR. ANDREWS: Okay. I'll stick to this part  
2 right here.

3                   MR. WILLIAMS: Okay. Thank you.

4                   MR. ANDREWS: A small part. If you approve  
5 the parcels for rezoning, there will be a definite change  
6 that will not benefit us all. I am sure that the agents  
7 requesting zoning before you today would fight against  
8 developers wanting to rezone properties in their  
9 neighborhoods next to their home in their back yards where  
10 they invite their friends and families, where they enjoy  
11 peace and beauty that their natural surroundings provide.

12                   This commercial rezoning is irresponsible.  
13 It has already caused us so much stress and worry. I worry  
14 about the increase in traffic in the heart of the  
15 neighborhood block and the parking that will extend into the  
16 surrounding streets. I worry about the introduction of  
17 noise, constant lights, litter, and other new elements that  
18 are not conducive to a neighborhood environment. I worry  
19 that our property values will go down.

20                   All of our worries will only deepen if these  
21 parcels are rezoned and developed commercial.

22                   The real crux is that there is absolutely no  
23 need for this, and there's no need to come inside our  
24 neighborhood and destruct it. Families are living here, and  
25 families should be living here on these properties, too.



1 This is precisely what they are zoned for. There are plenty  
2 of available properties in Gulfport already commercially  
3 zoned to build parking lots, condos, and waterfront  
4 restaurants.

5 Please keep developers off of Bridge Street.

6 MR. WILLIAMS: Thank you. If you want to  
7 make all those part of the public record, I certainly  
8 appreciate it. And in no way was I trying to not have any  
9 voice be heard.

10 MR. ANDREWS: I understand it.

11 MR. WILLIAMS: So what I like about the City  
12 of Gulfport is this process works for people to come and  
13 have a voice in the development of their area. So I  
14 appreciate it. Thank you.

15 MR. HEWES: Couple of things.

16 One is a point about them changing. As Mr.  
17 Williams stated earlier, we are voting on a zoning change,  
18 not what's going there. So for somebody to come and tell us  
19 what their plan is, whether it changes or not, that's good  
20 will. They don't have to tell us that right now. So it was  
21 good will for him to let us know what their plan is, whether  
22 it's a restaurant, and say, well, gosh there are no  
23 waterfront areas for them to build commercial, to build  
24 residential, and want to do something different after doing  
25 the math.

1                   So just to let you know that's not required  
2 for them to come tell us that.

3                   Secondly is we've been dealing on the  
4 planning commission with this for quite some time with the  
5 folks north of you with all the development there. The one  
6 thing that has changed is 605 has changed, so there is a  
7 change in condition.

8                   And I would just ask you to think about who  
9 do you want to be your neighbor, someone like Mr. Pemberton  
10 who's being forthcoming and telling us what his plans are,  
11 or somebody that's outside of the community and have no idea  
12 what they're going to do.

13                  And I'll say that just because you seem to be  
14 representing the majority of your neighbors in the  
15 community. There is going to be a change. It may not be  
16 today. But it will change.

17                  So decide who you want to get for your  
18 neighbors.

19                  MR. ANDREWS: May I respond?

20                  MR. WILLIAMS: Yes, please.

21                  MR. HEWES: I'm just saying what we've seen  
22 for the last five to ten years.

23                  MR. ANDREWS: Yes, sir, I understand that.  
24 And I appreciate your advice and your concern.

25                  The parties that have been investigating this

1 that are represented in the application they presented to  
2 you own and run or are invested in the Marina Cantina as  
3 they have indicated in their application.

4           So the Marina Cantina, one, is on the north  
5 side of the bayou, and it is completely different zoning  
6 constructs. It is the older zone. There's 23 or 24  
7 different characteristics to that zone.

8           There are seven specific characteristics to  
9 the T -- the Smart Code which is designed to keep variances  
10 from happening unless there is specific need that, of  
11 course, has to be justified by the person who applies for  
12 this.

13           While they are not required to present their  
14 specific plans, they are required to justify the need. No  
15 need is seen to be justified by the majority of the people  
16 in this room. And I understand that not everybody lives in  
17 Gulfport that's in this room. And the progress cannot stop  
18 necessarily. But it can be honed, and that was the point of  
19 all of the community members in Gulfport start adopting the  
20 Smart Code to hone the quality with which commercial  
21 development does and does not back up to and invade into  
22 residential areas.

23           This area has several historical homes that  
24 have been rebuilt. Several businesses have built in this  
25 area along previously zoned lots that are conducive to the

1 zoning that's required by the companies and the businesses  
2 that he's talking about.

3           Mr. Pemberton is not the person that will be  
4 moving onto this property or the person running whatever  
5 business may or may not exist on this property. He is the  
6 developer. And that's fine. I wish him well in his  
7 business.

8           However, when he has developed this, he will  
9 move on to another development, so he will not be my  
10 neighbor, sir. Someone will be my neighbor.

11           And as indicated in this application, my  
12 neighbor will be related to a restaurant that is across the  
13 bayou that has already had many issues with legality as far  
14 as noise ordinances and parking issues. The residents of  
15 the neighborhood are being inundated with obnoxious noises  
16 late into the night, throughout the day, and we have made  
17 significant paper trail associated with the police  
18 department in regard to that. I'm not trying to talk about  
19 another place, but you made a specification of the change  
20 north that's going to make its way south.

21           We are happy to accommodate and rely on that  
22 existing within the constructs that have been set forth, the  
23 rules that people on your board and people that you know and  
24 people who have a better sense of this than me wisely  
25 invested time.



1           There is plenty of property all around that's  
2 zoned T4+. There's no need to move into a residential  
3 property that is a significant portion of which is wetlands  
4 to build what in his application represents a restaurant  
5 with floating docks and townhomes or condos and street  
6 access and a parking facility. There's no need for it  
7 today, not clearly represented by this application, at least  
8 in my view and the view of the neighbors that are here with  
9 me.

10           There's also no mistake that can be justified  
11 in regard to the paperwork that you have submitted with the  
12 City Council, the zoning commission. By definition, a  
13 mistake is a clerical error. I had mentioned they had two,  
14 but I had one, oops, my mistake. This is not a mistake.  
15 This is a plan, a plan that was in place for a reason.

16           MR. HEWES: Thank you.

17           MR. WILLIAMS: All right.

18           MR. DAIGLE: Question for you.

19           MR. ANDREWS: Yes.

20           MR. DAIGLE: Just sit here for a second.

21           If there were a way on the current T3 to  
22 amend that -- I'm not saying that there is. I'm trying to  
23 dig in, to find something --

24           MR. ANDREWS: I get it. I only had a week  
25 for this, too.

1 (Speaking over each other)

2 MR. DAIGLE: I mean, look, we're all just  
3 trying the best we can. And you're doing a great job of it.  
4 I respect what you're doing.

5 But also I have to recognize that, I mean, we  
6 see a lot of this, you know, like Mr. Hewes said, and we've  
7 got to look out for the interest of the city, too, and the  
8 growth, with 605 being right there.

9 So if it did come down to just saying we're  
10 trying to figure out a way to put single family condos in  
11 there, is that something that you think the residents are  
12 opposed to? Because I get it. I get that T4+ zoning opens  
13 it up to a wide array of stuff. You can put what people may  
14 not want in their back yard. I get that. I empathize with  
15 that.

16 But do you understand the question I've  
17 asked? It's a very specific one. If there were a way,  
18 zoning aside, to say we're just going to allow the single  
19 family condos to be put up in there, period, is that  
20 something that would be acceptable?

21 (Comments from audience.)

22 MR. WILLIAMS: Hang on just a second. He's  
23 asking -- go ahead. Respond.

24 MR. ANDREWS: And if -- I do not speak for  
25 the people behind me, obviously.

1           I think I understand the question. If the  
2 amended plan was not a restaurant, if it was a housing  
3 facility to be put on a two and a half acre lot on the  
4 waterfront that's about three foot high, it would need  
5 significant amendments to its soil and its elevation. And  
6 then putting a driveway and parking facility through a  
7 wetland on a wooden bridge -- and I've driven over a wooden  
8 bridge, they're extremely loud -- 20 feet away from my  
9 window in my kitchen, I would definitely not be okay with  
10 that only because there is again as specified by the City  
11 Council and by members of this community, some of which were  
12 engineers, some of which were asked their opinion on day  
13 one, the empty lots running down Cowan south of the bridge  
14 that have been set aside to accommodate specifically  
15 residential areas of a variety of types are empty.

16           There is a specified place for what is being  
17 proposed here today that has not been utilized or fulfilled.

18           Therefore, if those were fulfilled and there  
19 was such a need for residential space in excess of what  
20 already existed, there would be no argument because there  
21 would be hundreds and hundreds of other families in this  
22 area.

23           But what was proposed a decade and a half ago  
24 as the preferred plan as a legal code, it has not been  
25 fulfilled. Therefore, there's no real need to move into

1 this one lot that this person happens to own and purchased  
2 as a residential lot to rezone something that was defined as  
3 preferred not to be rezoned for whatever purpose they want.

4           And I realize would residential be preferred  
5 there over a restaurant? Single home independent  
6 residential is what it's classified as right now. If a  
7 family wanted to move in there and build a home, I would  
8 love to have a neighbor. But that's not what they request.

9           The application in front of you is for a  
10 condo and a restaurant and a driveway and a parking lot.

11           MR. WILLIAMS: All right. Any other  
12 questions?

13           MR. SELLERS: Mr. Chair, if I could just  
14 point out to staff. In a T3 zoning, Greg, what could they  
15 do without any approval from us?

16           MR. HOLMES: Single family.

17           MR. SELLERS: I mean, what's the size of the  
18 lots and all that?

19           MR. HOLMES: The lots should actually be a  
20 minimum of 7500 square feet. I'd have to work the math on  
21 it.

22           (Several people speaking.)

23           MR. SELLERS: Somewhere between eight and  
24 nine, I would guess, taking some out for roadways and all  
25 that stuff.



1 MR. ANDREWS: May I ask a question?

2 MR. WILLIAMS: Yes, please.

3 MR. ANDREWS: The primary quality of that  
4 property is only accessed by an extremely small portion of  
5 frontage right now on the road. How would those eight or  
6 nine houses be accommodated as far as driveway with all the  
7 variances that are existing and all the buffers that exist  
8 for a road to be put in place for access to that?

9 MR. SELLERS: That was what I was figuring.  
10 That can look like 14 lots --

11 (Speaking over each other.)

12 MR. ANDREWS: And how much space does the  
13 roadway consume?

14 MR. WILLIAMS: I'm not sure.

15 MR. ANDREWS: Would that be deducted from the  
16 square footage required?

17 (Several people speaking.)

18 MR. WILLIAMS: Right. That's apparently what  
19 B.J. did.

20 (Speaking over each other.)

21 MR. SELLERS: The total area divided by 7500  
22 you can get 14 houses. But I'm saying that you'll probably  
23 get eight or nine with the roadway.

24 MR. WILLIAMS: All right. Any other  
25 questions right now?

1 All right. Thank you, sir. Be sure to get  
2 those documents that you wanted submitted to the record --  
3 you already have them? All right. Thank you. I appreciate  
4 it.

5 Anyone else want to speak on this tonight?

6 MR. TYSON: My name is Bobby Tyson. I live  
7 at 1005 Bridge Street in Gulfport.

8 I am also the pastor of Handsboro  
9 Presbyterian Church at the corner of Pass Road and Bridge  
10 Street. And I am in agreement with everything that Joshua  
11 Andrews has said.

12 As to the mistake in the Smart Code, many of  
13 us have heard this tactic used before dealing with Spring  
14 Street and Bridge Street. And once again, the Smart Code is  
15 now flawed for more than 15 years. I don't think so.

16 Where does it stop? Natural beauty and  
17 peacefulness. We deserve this as a neighborhood. My  
18 concern is that if this is allowed, then where does it  
19 really stop? The neighborhood traffic is already terrible  
20 with motorists cutting the intersection of Cowan Road and  
21 Pass Road and going through our neighborhood, in addition to  
22 Domino's drivers are being told that they cannot go out on  
23 Cowan Road, they must drive through the neighborhood. And  
24 it's going to get worse with more vehicle traffic coming.

25 I fear for my parishioners mostly are elderly

1 backing their cars out of the parking strip onto Bridge  
2 Street.

3 And the progress continues with Woody's  
4 Restaurant coming with a couple of driveways on Bridge  
5 Street. Where does it stop?

6 These are the same folks, and this is what I  
7 was told, that knew that they were wrong bulldozing the  
8 trees on a weekend to avoid inspectors just to pay a \$60  
9 fine. And by the way, one of those trees had a nesting  
10 osprey in it.

11 They don't care about it. They don't care  
12 about our neighborhood, either.

13 I feel this is motivated by greed, period.  
14 There is plenty of land on Pass Road and Highway 90 to build  
15 and prosper and fill their pockets. You know, money really  
16 isn't that important, nor should it be. Just how much do  
17 you need?

18 Please, leave us in peace and don't destroy  
19 our natural environment and everything that lives in it.  
20 This is not deemed a public necessity. It is a want, not a  
21 need.

22 Thank you.

23 MR. WILLIAMS: Thank you. Appreciate it.

24 Next person.

25 MR. MORSE: Good evening, everyone. I'm

1 Reilly Morse, 929 Bridge Street, Gulfport, within earshot of  
2 Marina Cantina along with most of the rest of my residents.

3 And as been pointed out several times  
4 already, regardless of whatever predatory arrangement might  
5 be created with one landowner, regardless of what people say  
6 about whether change is or isn't coming, if this is changed  
7 to full T4 it doesn't have to stop at one of these  
8 additional restaurants. It can be as many as can be  
9 shoe-horned into that piece of property.

10 Now, y'all are the first word in this, but  
11 you're not the last. Our courts are. And here's what our  
12 courts tell us and perhaps we need to remind our friends  
13 here on the commission.

14 Homeowners are the backbone of any community.  
15 They take pride in developing and maintaining attractive  
16 homes and yards. Anything that discourages this wholesome  
17 attitude hurts the community.

18 An amendment to a zoning ordinance is not  
19 meant to be used, so that means change is not inevitable.  
20 It is not inevitable that the first block off of Cowan Road,  
21 which is currently sort of a buffer zone, it is not  
22 inevitable that that becomes the pretext for creating the  
23 second block into a buffer zone or the third block.

24 There has to be a line drawn. And in this  
25 case when the zoning ordinance with the Smart Code was put

1 into place with the most exhaustive deliberation we have  
2 probably seen in the City of Gulfport, that line was drawn.  
3 Nothing has been shown that it was a mistake. The original  
4 landowner certainly had the opportunity to say to you you  
5 shouldn't divide my property. Nobody caught it because  
6 nobody thought it was a problem.

7                   And we as homeowners the backbone of this  
8 community deserve every bit as much of respect and  
9 protection as a developer who wants to come in and convert  
10 for his private personal gain over a lot that he has big  
11 designs for. We have exactly that much respect because  
12 we've already invested that money. We've already raised  
13 those children. We've already improved the City of Gulfport  
14 in our own little way, and we urge each and every one of you  
15 to think long and hard about it.

16                   Once you make that change, you can't take it  
17 back, and you will have fundamentally altered what's going  
18 on there. You will have driven a spike into a residential  
19 waterfront community.

20                   Far and apart, there is nothing water  
21 dependent -- nothing water dependent -- about a restaurant.  
22 You can put a restaurant up and down Cowan Road. You can  
23 put one on the beach such as Steamer. It doesn't have to  
24 have dock access. A restaurant can run however it wants to  
25 run. It doesn't have to be fully on the water.



1                   And the same is true with townhomes. There  
2 are townhomes all throughout the City of Gulfport, none of  
3 which require water access.

4                   So we invite you to take a look at this  
5 through the sense of what is the public need, not the  
6 private need, not what an individual townhome owner/buyer  
7 might want, but what the public need is. The public need  
8 right now is for you to protect the homeowners who have  
9 spent lives and generations holding onto a unique character  
10 of a part of Gulfport that predates the City of Gulfport.

11                  So we urge you to deny this request for  
12 rezoning because you don't really even know what you're  
13 going to get.

14                  Thank you.

15                  MR. WILLIAMS: Thank you. Appreciate it.

16                  Next.

17                  One question here, Reilly.

18                  MR. HANCOCK: Just a quick clarification  
19 question. You may have mentioned this already but in  
20 location and proximity to this piece of property, where is  
21 your residence?

22                  MR. MORSE: I'm at the corner of Bridge and  
23 College Street, so I would be right about where that Z is in  
24 zoning.

25                  But if you walk that street, like I do daily,

1 that's a short walk. And if you sit on your porch, you can  
2 hear the north shore of the bayou and you can hear the  
3 bridge.

4 MR. HANCOCK: Thank you.

5 MR. WILLIAMS: All right. Thank you.

6 Next person to speak.

7 MR. BURGESS: My name is Philip Burgess. I  
8 live at 919 Bridge Street. Our property adjoins Reilly's.

9 And I have written notes, but I'd like to  
10 just want to speak from my heart if that's okay.

11 MR. WILLIAMS: Please.

12 MR. BURGESS: The community of Handsboro is a  
13 historic area, has been. My wife's family dates to 1894 in  
14 that community. Her great-great-grandfather had the first  
15 bakery in the area. And over time, we have seen the traffic  
16 patterns increase dramatically as folks avoid the  
17 intersection of Pass Road and Cowan Road, and we have seen  
18 the traffic on Bridge Street increase dramatically. And  
19 there is a stop sign in front of Reilly's property that is  
20 of no use because nobody obeys the traffic there.

21 And to the pastor's viewpoint over at the  
22 church across from our property, that's primarily a  
23 congregation of elderly people. And with the increase in  
24 traffic, it's only a matter of time until something bad  
25 happens.

1                   And like Reilly, we also can hear the noise  
2 from the existing Marina Cantina. And we would prefer  
3 obviously that our little Handsboro community remain as it  
4 is. I know that Mr. Hewes said change is coming. Well,  
5 that may be so. But not necessarily in this piece of  
6 property because it is -- the need has not been established.

7                   And we feel very strongly that once this  
8 happens, should it happen, Pandora's box has been opened,  
9 and there will be no way to prevent additional commercial  
10 property that goes into this historic neighborhood.

11                   So I am wholeheartedly endorsing the comments  
12 that have been made previously.

13                   MR. WILLIAMS: Thank you, sir. Appreciate  
14 it.

15                   Next person to speak.

16                   MR. FAULK: I'm a touch elderly if you don't  
17 mind.

18                   MR. WILLIAMS: Not at all, sir.

19                   MR. FAULK: My name is Ward Faulk. I'm a  
20 retired banker. I live on 1300 Monet. And my property is  
21 on the bayou right next to the large piece involved in this  
22 zoning effort.

23                   Over the course of my career, I've passed a  
24 few real estate deals. And my philosophy in lending,  
25 particularly so with real estate developer, was to find the

1 path to accommodate the proposed borrower and not incur any  
2 losses doing it. Not easy.

3           To me it meant counter proposals or  
4 alternative approaches to what was initially proposed by the  
5 developer without embarrassment for what it's worth. I  
6 didn't believe in just saying no even when the proposal was  
7 a real stinker like this one.

8           To address the parts of the proposal here, we  
9 discuss mistakes, and that there are two different zones T4+  
10 and T3. And according to the author, the correct chart  
11 should have been that they both should have been T4+. Well,  
12 I wasn't there, I didn't see it done, and I don't think the  
13 developer was there and saw that done. But a heck of a lot  
14 of other people were there in the course of the adoption of  
15 this code and this drawing of this map.

16           If they made a mistake, a lot of people were  
17 in on it, so I don't think they did. If they did want us to  
18 reclassify this parcel, the correct choice should be to  
19 continue the protection of the residential properties.

20           If it was a zoning mistake, it's the same  
21 answer. Leave it alone.

22           Character of the neighborhood. There's a  
23 growing demand for waterfront restaurants. Sure. Blow Fly  
24 Inn is currently the only restaurant on the south side of  
25 the bayou, and they're not actually loaded up every night.

1 We see them pretty often because we head out that way when  
2 we're going places. And there are also other eating  
3 establishments in the general area, plenty of them. Nobody  
4 is starving.

5           The only waterside restaurant, the Blow Fly,  
6 is doing a very small limited business. However, and this  
7 is the however, there's a new restaurant on the north side  
8 of the bayou. In its short existence, they have become a  
9 neighborhood nuisance with enough multi-colored lights and  
10 sound to be seen in space. It has from time to time created  
11 some serious spillover parking problems for neighborhood  
12 areas. That area is now on existing streets that are  
13 already over-traveled. With the Pine Street site for  
14 additional multi-housing units and a restaurant, it can only  
15 become much more worse.

16           Whatever the current nature of the south side  
17 of the bayou neighborhood is today it's at least somewhat  
18 quiet, even if over-traveled. A restaurant and a bar  
19 addition would definitely change that for the worse.

20           Parcel (inaudible).

21           In the event the request -- this is the  
22 request from the developer. If the request for the rezoning  
23 of Parcel 03 for the highest and best use is granted, its  
24 access means a drive-through and a parking facility.

25           It should be pointed out that any proposed



1 entrance road and parking facility would be located between  
2 two occupied residences in an area long designated as  
3 residential.

4           The constant traffic and associated noise  
5 would permanently alter the peaceable nature of the existing  
6 property and substantially add to the already heavy traffic  
7 load on Pine Street.

8           As to the effect of the amendment in Section  
9 C, which reads we will simultaneously be requesting a  
10 planned building group, as well as a restaurant on east  
11 portion and townhomes on the west portion.

12           Here's the rub. While we have sympathy for  
13 the proposing developers of subject property, since there  
14 may very well be a provable need for another condo  
15 development and restaurant at many locations in Harrison  
16 County, the existing nature of nearby properties here and  
17 the configuration of the proposal with its own limiting  
18 features on the site proposed for this project are not  
19 adequately suitable to the proposed project.

20           The remaining three acres after developing  
21 the wetland areas have a shoreline that doesn't just  
22 meander. It presents an extremely indented pathway. It  
23 ain't straight across. And along the northern edge of that  
24 property it effectively divides the property, bifurcates it  
25 if you want a big word.

1           Any significant structure would have to be  
2 crowded into the northeast portion of the lot. And that  
3 part of the property does not appear to be adequate for the  
4 siting of a restaurant and a condo development of some  
5 unspecified number. I understand we found out tonight what  
6 that has to be.

7           On the southern part of the main site, we've  
8 find power line and gas line easements that overlap and  
9 absorb about a 40 foot corridor across the property on the  
10 south southerly edge. That doesn't leave much room for  
11 development especially on the western end.

12           Ever since the storm, Mr. Baldwin (ph.) my  
13 neighbor moved on, we've hoped for a new neighbor or two to  
14 complement the residential nature of this section. We wish  
15 for and want a practical given the limitations of the  
16 subject property is for the site to be finally put to its  
17 highest and best use as two or possibly three single family  
18 building sites of adequate size. With all the best wishes  
19 for their success, that is what we recommend to the  
20 proposing developers of this site, further opponents sayeth  
21 not.

22           MR. WILLIAMS: Thank you, sir. Appreciate  
23 it.

24           Any questions?

25           MR. FAULK: Oh, I hope not.

1 MR. WILLIAMS: Thank you. Thank you for  
2 being here.

3 Anyone else to speak on this case?

4 MR. DANIELS: I'm Rip Daniels. I own  
5 property to the north adjacent to the points there. And  
6 there's a lot of people I really appreciate who come before  
7 y'all, a lot of neighbors, and I really empathize with their  
8 position.

9 I want to go back to a different time in this  
10 area when this area was, in fact, I'll just say pretty much  
11 commercial and/or nothing. One of my distant relatives, Ms.  
12 Wells, had a kindergarten right there at the corner of Cowan  
13 and Magnolia that really was a pecan orchard. There was a  
14 guy next to her who used to have Charlie's Bar. Across the  
15 street was (inaudible) you probably remember the Handsboro  
16 Yacht Club. I think it was a Jack & Diane's or something  
17 like that.

18 Of course, Mr. Barnum was in the digging  
19 business because what is now that cove there really was a  
20 rock pit.

21 On down the street my family used to own a  
22 significant amount of that property before the land was  
23 bought for what is now the Blow Fly. The Friedmans (ph.)  
24 owned that. That was the way my mother would go to school,  
25 come in off of Carleton which is just south of Turkey Creek.

1                   What I'm suggesting to you is that this area  
2 has always been going through a transition. Long before  
3 this, you had on down the way if you go down Magnolia which  
4 becomes Pine, it becomes Happy Hollow. One of the first  
5 African-American neighborhoods that was there, actually was  
6 a little stop off for Jeff Davis when you took the ferry.

7                   So what I'm suggesting to my neighbors is  
8 that this area has always been in transition. I think this  
9 development can be done. I think it could be complementary  
10 if, in fact, the developers were to work with the natural  
11 and design of what is happening there, and the storm shake  
12 siding or what have you.

13                  By the way, right there on Washington, you  
14 had Mr. Jackson's cleaners that was the only  
15 African-American cleaners in that area called Handsboro.  
16 What now you see it's apartments at the corner of Washington  
17 was also apartments then, a few row houses.

18                  I know that that was very long ago, but I  
19 would only hope that my neighbors would consider the fact  
20 the development and a peaceful existence and that residents  
21 can co-exist I think if we work together.

22                  Right now I have a tenant who is just north  
23 of there. It's My Brother's Keeper. Very quiet. These  
24 folks are actually assisting other individuals in their  
25 endeavors. And I think the whole key here is quiet.

1                   So I would hope that with that in mind that  
2 this board would certainly consider the fact that this area  
3 over the years has been going through a metamorphosis and  
4 this is no different.

5                   I think the one thing that has always been  
6 missing when we who are neighbors/developers/business people  
7 the one thing that's missing that's hindered our fair city  
8 has been not the development but the lack of communication  
9 and understanding and appreciation for our neighbor.

10                  I think the current developers have certainly  
11 shown a desire to do that, and I hope that you would  
12 consider voting for it.

13                  MR. WILLIAMS: All right.

14                  Anyone else to speak?

15                  No one to speak? All right.

16                  Garlon, a lot said. Do you want to respond  
17 to any of it? Don't have to, but if you would choose to,  
18 certainly give you the opportunity.

19                  MR. PEMBERTON: Just a few things.

20                  MR. WILLIAMS: All right.

21                  MR. PEMBERTON: Just to touch on the Smart  
22 Code. I've done a lot of work in the City of Gulfport in  
23 the last -- what? -- ten or 12 years, maybe longer, and  
24 that's been an ongoing problem, even though some people  
25 don't agree with it, and Greg would probably agree, in areas



1 something just -- while they were intended to be thought  
2 out, like splitting through the middle of the lot which  
3 really doesn't make sense. And that administration is not  
4 actually even here any more, and they are left to try to fix  
5 a lot of it. And there have been many times where I go in,  
6 like can't do it, tell me yeah that makes sense or you've  
7 got to go through this process.

8                   So I think the intent with Smart Code was  
9 good, and I think there are some good things and there are  
10 some things that need to be cleaned up. I think this is one  
11 of them.

12                   By right, I think, B.J., you hit on it  
13 earlier, we can put -- I think I did a layout on it -- ten  
14 total homes without any change in zoning, without anything,  
15 I just can just take this, resubdivide it, and put ten  
16 houses right there.

17                   Honestly, it's going to look like a  
18 hodge-podge. That's why we don't want to do that because  
19 the way we're going to have to position the houses and the  
20 road, it's not going to make for a clean clear path traffic  
21 and when you're coming south on the bridge it's just not  
22 going to look good.

23                   I don't know if y'all have seen the rendering  
24 that Sherry Owen has put up on her property when you're  
25 coming south. It's going to be a beautiful complex from

1 what the rendering shows.

2           It is correct, we are building Woody's. We  
3 have another restaurant going on that same parcel that we  
4 will be coming in for permit on.

5           I did build the Marina Cantina. I do not own  
6 the Marina Cantina. I'm no part of Marina Cantina. I was  
7 just the contractor for the Marina Cantina.

8           In regards to trees, I mean, just know in our  
9 heart, we have a tree permit for that whole entire site. I  
10 didn't tear down any trees that I'm not legally allowed to  
11 tear down. And Greg and them can look in the record and see  
12 all my tree permits are inside.

13           Our intention truly is to be in harmony with  
14 the neighborhood. We're not trying to create, that's really  
15 when we got set down and started looking at how can we turn  
16 in our application, the best thing is for residents to be on  
17 that lot. But you can't have a lot that's \$400,000 in the  
18 middle of the commercial and put a single family house and  
19 anyone is going to build there. It's not. And at the end  
20 of the day, if you want to stop growth, you need to buy the  
21 property, not just tell everybody else what not to do.

22           MR. WILLIAMS: All right. Thank you, sir.  
23 Appreciate it.

24           MR. HANCOCK: I've got one. I think one of  
25 the things that bothered me just a little bit about this,

1 you have two parcels there and you want to make them both  
2 T4+, the southernmost parcel of the two, you create kind of  
3 an area of T3 kind of there by itself.

4 Talk to me a little bit again -- I know you  
5 probably explained it earlier -- what's the intent on that  
6 southern parcel?

7 MR. PEMBERTON: It was truly for access  
8 because to touch on everyone else, so that corner parcel  
9 that is going to be developed, when you get into that bend  
10 we have access right there.

11 We were trying in good faith trying to divert  
12 to not having a cluster of people trying to get in and out.  
13 So that was the only purpose.

14 The reality is we don't need that to be  
15 rezoned. It can stay T3 for all I care for what we're  
16 currently trying to do. It was truly to help traffic, not  
17 hurt traffic because reality is if I put a road going  
18 straight in there, they're going to come out or somebody is  
19 going to go in, it just seems like that if you go there at  
20 seven o'clock in the morning when I'm taking my son to  
21 school, I live on the Island myself, that bend is just  
22 nonstop traffic. So we were trying to not create a cluster.  
23 That was the purpose of that lot.

24 MR. HANCOCK: So when you say access, you're  
25 talking about a road, not parking.

1 MR. PEMBERTON: Not parking. And I  
2 apologize, and it was not a parking lot. There was going to  
3 be like six parking spots on the east side of that property  
4 where we were proposing. And the wooden bridge, it's a  
5 timber bridge, so it's not a loud bridge. If you go to  
6 Seaside, Rosemary Beach, Watercolor, I mean, anything that's  
7 being developed on 38, they have them everywhere, and  
8 they're not loud, they're not invasive.

9 It's about a \$250,000 bridge. Trust me, I  
10 don't want to put it in; I just thought it was going to be  
11 the least invasive thing.

12 It was just for that access. So there was  
13 going to be five or six parking spots there when we were  
14 thinking about putting a restaurant so employees could park  
15 there and walk to their job. And the townhomes are going to  
16 be on the west part away from the wetland area and all that.

17 MR. HANCOCK: Okay. And you said how many  
18 units will you be putting out?

19 MR. PEMBERTON: We would look to put about 12  
20 to 15, is the layout on the townhomes. That's if we are  
21 able to get the T4+ zoning.

22 We don't currently own the property. I'm  
23 acting on behalf of the owner, Mr. Carter. We are under  
24 contract.

25 MR. HANCOCK: And then my last question I

1 guess is really for Greg, and that is: He's talking about  
2 putting an access road on that southern parcel. Would that  
3 require rezoning on that parcel to do what he's talking  
4 about doing?

5 MR. HOLMES: Just to have access?

6 MR. HANCOCK: Right.

7 MR. HOLMES: No (inaudible).

8 MR. HANCOCK: Okay.

9 I tend to agree with what Charlie said  
10 earlier and that is this is kind of the way it's going. A  
11 few people said that. I mean, you're going to see  
12 development. You're going to see things happen here. This  
13 is adjacent to Cowan Road. And I feel like probably  
14 residential there would be a lot less traffic in and out and  
15 a lot better for the residents. So I do feel better about  
16 that than I did about the proposal that we read about.

17 MR. PEMBERTON: And unfortunately, it's not  
18 the T4+ that I need or want, you know. That's how I can  
19 build townhomes, you know.

20 MR. DAIGLE: Well, let's talk about that for  
21 a second. Greg, isn't there a way to go down to a different  
22 residential zoning like R-3 or R-4 that still allows  
23 multifamily dwellings?

24 MR. PEMBERTON: This isn't multifamily. It's  
25 still single family townhomes because they're going to have



1 their own individual parcel.

2 MR. DAIGLE: So it would have to be a T, they  
3 couldn't go to like an R-4 and be allowed in that?

4 MR. HOLMES: Well, see, the problem with this  
5 is right now it's a transect zone, and the way it's set up  
6 he's going to have to go to another transect zone.

7 MR. DAIGLE: So it's got to be a T?

8 MR. HOLMES: Yes.

9 MR. PEMBERTON: That's what I was saying  
10 earlier. There is a problem with the Smart Code. That why  
11 you can't go from the transect zone to what we know as a  
12 normal zoning. That is the flaw.

13 MR. HEWES: In looking at this -- and Doug  
14 brought something up that's pretty good is that southern  
15 finger, if you will, that you're talking about putting a  
16 bridge on over the access road, if that were not included in  
17 this, would you still be okay with just the portion that  
18 abuts the water and leave this other one out of the picture;  
19 would that be something you would be amenable to?

20 MR. PEMBERTON: Yes, sir.

21 MR. HEWES: That seems to be the closest --  
22 it touches the most residential. And if we can avoid that,  
23 that's going to eliminate some stuff there.

24 And just a point, I know we've heard a lot  
25 about right-of-way with the power company from different

1 folks and about the mitigation stuff. That stuff has  
2 nothing to do with what we're voting on here, zoning, and  
3 that's a -- it will take a lot of lawyers to figure hat  
4 stuff out. So that really does not come into play with what  
5 we're talking about, what we're considering tonight.

6 MR. PEMBERTON: To answer your question:  
7 Yeah, we'd be fine with that as long as we can have that  
8 drive access over there. Again, the whole goal is to not  
9 create a bad traffic flow. You know, if you got less than  
10 14 resident like doors in the townhome scenario, you're not  
11 going to have a lot of traffic. But when you do want to  
12 leave and go somewhere and your only exit is out in that  
13 bend, it could become a nuisance.

14 MR. HEWES: I think that's a really good plan  
15 to take some of the pressure off of that bend.

16 MR. WILLIAMS: All right. Thank you, Garlon,  
17 appreciate it. If commissioners have questions, we'll call  
18 you back up.

19 So, Commissioners, a lot of discussion, a lot  
20 of interest in this. I think we need to go ahead and move  
21 on to a motion one way or the other unless we have other  
22 questions that need to be asked, need to fully evaluate it.

23 MR. HEWES: Mr. Chair, I'm going to make a  
24 motion that we approve this request with the taking that  
25 southernmost part out of the rezoning and leave that T3

1 where it stands, if that's okay with Mr. Pemberton. And  
2 there are a couple of things on here. As I mentioned  
3 earlier, it's going to be changed, and I think condominiums  
4 are a much better neighbor than a loud restaurant that stays  
5 open late. And I think what he's developed and from what  
6 I've seen has been reputable and good. And you have to put  
7 a little bit of faith in someone's reputation sometimes.

8               So my motion is to accept this with just the  
9 portion of the T3 that has T4 going through it that touches  
10 the water, not with that northern T3, leaving T3 out, if  
11 that's okay with you.

12              MR. WILLIAMS: All right. Commissioners,  
13 you've heard the motion. Do I have a second to that?

14              MR. SELLERS: Second.

15              MR. WILLIAMS: Got a motion and a second to  
16 approve the request with it modified, taking the southern  
17 portion out of it and only the portion that is the property  
18 that abuts the T4 and the water on the northern side is what  
19 is being approved to the T4.

20              All right. Any further discussion?

21              MR. HANCOCK: I'll just make one last  
22 comment. That is that I do feel better about this  
23 particular proposal. I think it gives the residents a  
24 little more clarity and assurance that it's not going to be  
25 a restaurant going in there. So I think it would be a lot

1 more difficult to put a restaurant in there without changing  
2 that southern piece. So I think it's a good result.

3 And I also say that Mr. Pemberton has come  
4 before us many times. He always has really good  
5 developments. And I do, as Charlie said, trust his  
6 development.

7 MR. WILLIAMS: All right. So got a motion  
8 and second on the floor to approve it as amended, with  
9 taking the southern portion out. Any further discussion?  
10 All those in favor signify by raising your right hand. All  
11 those opposed? All right. Motion has been approved. It  
12 was unanimous on being approved.

13 Thank everybody for showing up tonight and  
14 expressing your opinion.

15 (Unanimous vote.)  
16  
17  
18  
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25

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2103PC049

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 53 ges constitute a true and correct transcription of said hearing held on the 25th day of March 2021.

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

Witness my signature this the 5th day of April 2021.

---

NORMA JEAN LADNER SOROE, CSR #1297  
Certified Shorthand Reporter



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 \_\_\_\_\_, 2021, the following Ordinance:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REPLACING EXHIBIT “C” ATTACHED TO ORDINANCE NO. 3047 PREVIOUSLY ADOPTED ON OCTOBER 6, 2020, AND ESTABLISHING SALARIES OF COMPENSATION FOR VARIOUS EMPLOYEES OF THE CITY OF GULFPORT, MISSISSIPPI AND FOR RELATED PURPOSES**

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

**WHEREAS**, in accordance with *Miss. Code Ann.* § 21-8-21(2), the City’s Governing Authority adopted Ordinance No. 2991 on February 19, 2019, which, among other things, established and provided for salaries for all of the employment positions in the City noted in the Exhibits (Exhibits “A,” “B,” “C,” and “D”) attached to Ordinance No. 2991 (also referred to as “Grades”); and

**WHEREAS**, on October 6, 2020, the Governing Authority adopted Ordinance No. 3047, which superseded and replaced what was previously approved and adopted by the Governing Authority on February 19, 2019, in Ordinance No. 2991 with respect to salaries of compensation for employees in the City (as the salary Grades were then needing to be updated and revised in view of the adopted budget for the 2020-2021 fiscal year), as well as that superseded and replaced any and all other Ordinances adopted subsequent to February 19, 2019, that set Grades for employment positions in the City; and

**WHEREAS**, the Governing Authority for the City has since determined that the setting of Grades (and Steps) for salaries for various positions within its Police Department are in need of revision in order to make the same competitive and to assist with the retention of staff and that it is therefore necessary to replace and supplant what was attached to Ordinance No. 3047 (adopted on October 6, 2020) as Exhibit “C” and which set out the Grades and Steps for salaries for these positions within the Police Department; and

**WHEREAS**, the Governing Authority for the City does further determine that its approval and provision of salaries assigned and connected to the employment positions set out in what is attached hereto as Exhibit “C – Updated 5/18/2021” will assist with the efficient and orderly administration of the City and permit the Executive Authority of the City to continue to fill vacant and un-filled positions in the City and to pay compensation appropriate for these positions as needed from time to time and in accordance with such assignments, as well as to re-assign personnel in the City as needed, provided there is adequate funding previously approved by the City’s Governing Authority with respect to such assignments and hires; and

**WHEREAS**, the Governing Authority for the City does accordingly herein determine that base salaries of compensation for the employees holding those positions noted in what is attached hereto as Exhibit “C – Updated 5/18/2021” shall be at the Grades as set forth in this Exhibit, and where a change to a Grade for an employee holding a position noted in Exhibit “C – Updated 5/18/2021” hereto is proposed or where the Grade for a position is proposed to be changed, that new Grade shall be established, from time to time, by such ordinance or ordinances or other action of the Governing Authority as may be required, whether during a budget approval cycle or as otherwise needed; and

**WHEREAS**, the Governing Authority for the City does hereby additionally find that its approval and provision of salaries of compensation assigned to the various positions in the City as set forth herein satisfies the requirements set forth in *Miss. Code Ann.* § 21-8-21 (Rev. 2015).

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

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

**SECTION 2.** That the salaries of compensation for the employees holding the positions found in Exhibit “C – Updated 5/18/2021” attached hereto (the newly-updated “Grade” Chart applicable to the Police Department) shall be as provided in Exhibit “C – Updated 5/18/2021” hereto and all salaries of compensation hereafter paid by the City in accordance with this “Grade” Chart shall be and hereby are ratified and approved.

**SECTION 3.** That those noted employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation found in Exhibit “C – Updated 5/18/2021” hereto.

**SECTION 4.** That Exhibit “C” to Ordinance No. 3047, previously adopted by the Governing Authority on October 6, 2020, shall be, and hereby is, superseded and replaced by this Ordinance and its attached Exhibit “C – Updated 5/18/2021” hereto and shall stand repealed upon the effective date of this Ordinance, and that all other provisions set out, contained, adopted by, or incorporated in Ordinance No. 3047, as well as all other Exhibits attached to, adopted by,

or incorporated in to Ordinance No. 3047 shall continue to be in effect and shall not be adversely affected by this Ordinance.

**SECTION 5.** To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective on June 14, 2021, upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect on June 28, 2021, which is more than thirty (30) days after its date of passage.

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

**AYES**

**NAYS**

**ABSENT/ABSTAIN**

**WHEREUPON,** the President declared the motion carried and the Ordinance adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(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 \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
MAYOR



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the \_\_\_\_ day of \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL REQUESTING THAT THE GULFPORT SCHOOL BOARD OF TRUSTEES AND THE GULFPORT SCHOOL DISTRICT SUPERINTENDENT’S ADVISORY TEAM TO CONVEY THE WILLIE LOCKE COMMUNITY CENTER TO THE CITY OF GULFPORT, AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport previously leased a facility owned by the Gulfport School District and located on or near Railroad Street and housed the “Willie Locke Community Center” in that facility; and

**WHEREAS**, the City of Gulfport desires to reconstitute the “Willie Locke Community Center” and hereby requests that the Gulfport School Board of Trustees and the Gulfport School District Superintendent’s Advisory Team convey the aforementioned facility to the City of Gulfport.

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

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

**Section 2.** That the City of Gulfport does hereby request that the Gulfport School Board of Trustees and the Gulfport School District Superintendent’s Advisory Team convey the aforementioned facility to 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 \_\_\_\_\_, 2021.

**(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 \_\_\_\_\_, 2021.

**APPROVED:**

\_\_\_\_\_  
**MAYOR**

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the \_\_\_\_ day of \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL APPROVING  
ON-SITE SUPPORT SERVICES AGREEMENT WITH BIS DIGITAL, INC.,  
AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport Council chambers has audio and visual equipment supplied and installed by BIS Digital, Inc. that is used during meetings and requires support services to ensure the proper functioning of the equipment; and

**WHEREAS**, BIS Digital, Inc. would provide annual on-site service and support to include 24-7/365-day services to include phone support, support via remote access, on-site support as needed, and hardware replacement, as set forth in more detail in the proposed agreement, attached hereto as Exhibit “A; and

**WHEREAS**, the City finds that approval and execution of the Services Agreement with BIS Digital, Inc., as found at Exhibit “A” hereto, is in the best interest of the City of Gulfport.

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

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

**SECTION 2.** That the Services Agreement between the City of Gulfport and BIS Digital, Inc., as attached hereto as Exhibit “A”, be and the same is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**MAYOR**



**Date** Thursday, May 06, 2021

**Quote Number** Q-8017655-5.6.2021  
City of Gulfport A/V Upgrades Support Contract (MS)

**Sales Consultant** Dan Meyer, Account Manager  
(800) 834-7674 Ext 4518 / dan.meyer@bisdigital.com

**Primary Contact** Brittany Rodgers, Clerk to Council  
2309 15th St  
P.O. Box 1780  
Gulfport, MS 39501  
(228) 868-5848 ;6702 / \_\_\_\_\_ (Fax)  
brodgers@gulfport-ms.gov (Email)

**Billing Address** City of Gulfport (MS) / A-1010548  
2309 15th St  
P.O. Box 1780  
Gulfport, MS 39501

**Installation Notes** Annual on-site support contract for equipment purchased on orders:  
Q-8016342  
Q-8017395

| Item                                                                                                                                                                                                                                           | Product Code   | Qty | Unit Price | Total Price |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|------------|-------------|
| Annual On-Site Service & Support<br><i>Includes:</i> <ul style="list-style-type: none"><li>• 24x7x365 phone support</li><li>• 24x7x365 support via remote access</li><li>• On-site Support, as needed</li><li>• Hardware Replacement</li></ul> | NMNT-DCR       | 1   | \$5,500.00 | \$5,500.00  |
|                                                                                                                                                                                                                                                |                |     |            |             |
|                                                                                                                                                                                                                                                | Sales Tax Rate |     |            | _____%      |
| Total (Excluding Sales Tax)                                                                                                                                                                                                                    |                |     |            | \$5,500.00  |





### Order Summary

|                             |                        |
|-----------------------------|------------------------|
| Date                        | Thursday, May 06, 2021 |
| Quote Number                | Q-8017655-5.6.2021     |
| Account Name                | City of Gulfport (MS)  |
| Total (Excluding Sales Tax) | \$5,500.00             |

### Terms and Conditions

|                      |                                                                                                                                                                                                                                             |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Effective Period     | This proposal is a firm offer for 30 days from quote date Thursday, May 06, 2021.                                                                                                                                                           |
| Tax Status           | Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.                                                                                                                                                      |
| Payment Terms        | Balance is to be paid upon receipt of invoice.                                                                                                                                                                                              |
| Install Cancellation | If customer cancels (or postpones) a mutually agreed upon installation date, BIS Digital reserves the right to ship to customer and invoice for hardware, software or other materials procured for the project.                             |
| Site Preparation     | Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.                                            |
| Training             | BIS Digital will provide full training of all system users per agreed training schedule.                                                                                                                                                    |
| Limited Warranty     | All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below). |

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

\* Accepted by: \_\_\_\_\_  
Name Title  
\_\_\_\_\_  
Signature Date

\* Accounts Payable Information \* Required for order to be processed\*

A/P Contact: \_\_\_\_\_  
Name Phone Number  
\_\_\_\_\_  
Email Address Fax #

Is a Purchase Order required for processing? \_\_\_\_\_ P.O. # \_\_\_\_\_

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 \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL APPROVING CREDIT  
APPLICATION FOR DIRECT METALS COMPANY, LLC,  
AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport's Department of Leisure Services requires the purchase of stainless steel welded mesh wire hardware cloth to complete certain repairs at the City's harbor; and

**WHEREAS**, Direct Metals Company, LLC, submitted the low bid for the aforementioned product and has required the City to submit a "Credit Application" as a pre-requisite to completing and delivering the City's required order; and

**WHEREAS**, the City finds that approval and execution of the Credit Application with Direct Metals Company, LLC, (save and except the personal guarantee portion of the same) is in the best interest of the City of Gulfport.

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

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

**SECTION 2.** That the Credit Application between the City of Gulfport and Direct Metals Company, LLC, as attached hereto as Exhibit "A", be and the same is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport (save and except the personal guarantee portion of the same).

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

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

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**MAYOR**

**CREDIT APPLICATION**

Name of Direct Metals Salesperson: Tom Hoover

PLEASE PRINT OR TYPE

1. Legal Name: \_\_\_\_\_  
Street, P.O. Box, RFD No.: \_\_\_\_\_  
City, State, Country, Zip + 4: \_\_\_\_\_  
Phone No. (Area code first): \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Website: \_\_\_\_\_ D&B Number: \_\_\_\_\_
2. Sole Owner ☐ Corporation ☐ Partnership ☐ LLC ☐ Other ☐  
Sales Tax No. (copy of registration required): \_\_\_\_\_  
Name(s) of Owner(s): \_\_\_\_\_  
Name of Parent Company, if any: \_\_\_\_\_  
Will Parent Company be responsible for indebtedness? Yes ☐ No ☐
3. Nature of Business: \_\_\_\_\_
4. Years in business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_
5. Accounts Payable Contact and Title: \_\_\_\_\_  
E-mail address: \_\_\_\_\_ Phone: \_\_\_\_\_  
E-mail address for invoice submittal: \_\_\_\_\_
6. Names and Addresses of Suppliers (Complete with Zip Code):
- Company Name: \_\_\_\_\_  
City, State, Country, Zip + 4: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- Company Name: \_\_\_\_\_  
City, State, Country, Zip + 4: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- Company Name: \_\_\_\_\_  
City, State, Country, Zip + 4: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Bank: \_\_\_\_\_  
City, State, Country, Zip + 4: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

7. Will the applicant submit a financial statement to assist in determining credit terms? Yes ☐ No ☐
8. If a corporation, will the principals be willing to personally guarantee any delinquent balances? Yes ☐ No ☐  
If yes, please complete the personal guaranty in the box below.

The applicant authorizes the above named creditor to obtain a written or oral credit report from any credit reporting agency. The applicant further authorizes any bank or commercial business with whom the applicant is doing or has done any type of business to give any and all necessary information to the creditor which will assist creditor in the credit investigation. The application further authorizes the creditor upon such reinvestigation deem it necessary to limit or terminate the credit arrangement with applicant, said applicant shall be notified as to this adverse action. Upon approval of the application for credit, said applicant will be notified of the creditors' terms of sale and should applicant at some future time deviate from the creditors' terms of sale, said creditor reserves the right to terminate future extension of credit with applicant. In the event of default in any payment, applicant agrees to pay all costs of collection, including, but not limited to, attorney fees, court costs, and collection agency fees. Applicant also agrees to pay interest on the unpaid balance at the rate of 1.5% per month.

Date \_\_\_\_\_ Applicant's Signature \_\_\_\_\_ Title \_\_\_\_\_

### Must Have Applicant's Signature Above To Be Processed

#### PERSONAL GUARANTY:

For value and for further consideration of inducing Direct Metals Co., LLC., to extend credit terms to:

(Name of Company) \_\_\_\_\_ I (or we), the undersigned, do hereby guarantee payment of any indebtedness of the Applicant as set out in the Credit Application, to Direct Metals Co., LLC, Its successors or assigns. This is a continuing guaranty and, until revoked, shall cover any and all future indebtedness, including those arising under successive transactions (or sales) that either continue the indebtedness or from time to time renew it after it has been satisfied. In the event of default by the Applicant in any payment when due to Direct Metals Co., Inc., the undersigned guarantor(s) shall promptly pay such payment or payments upon demand. Guarantor(s) shall pay to Direct Metals Co., LLC., on demand reasonable attorneys fees and all costs and other expenses incurred by it in collecting any indebtedness guaranteed hereunder or in enforcing the guaranty against the undersigned guarantor(s).

This personal guaranty may be revoked upon 30 days notice in writing. }

Agreed to this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature

#### INTERNAL USE ONLY

Date Approved: \_\_\_\_\_

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

Credit Limit: \_\_\_\_\_

D & B Rating: \_\_\_\_\_



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 \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL  
APPROVING LETTER OF AGREEMENT FOR PLANNING AND CONSULTING  
SERVICES WITH BRIDGE AND WATSON, INC. ASSOCIATED WITH  
REDISTRICTING, AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport desires to employ a consultant to perform and provide professional and technical services in conjunction with redistricting associated with the release of the 2020 census data as the same applies to the City of Gulfport; and

**WHEREAS**, Bridge and Watson, Inc., of Oxford, Mississippi, has presented its proposal of the work to be undertaken (proposal dated May 3, 2021), which includes gathering and determining benchmark demographic data for each Ward in the City, analyzing data derived from the 2020 census applicable to the City as this relates to governing standards, gathering input and studying the same with respect to various factors associated with redistricting, drafting a redistricting plan and proposed boundaries of Wards, coordinating, attending, and participating in public meetings and hearings associated with this work, presenting an Ordinance that includes any boundaries and legal descriptions of Wards, and assisting with implementing adjustments in such boundaries; and

**WHEREAS**, Bridge and Watson has agreed to perform the work outlined in the May 3, 2021, proposal according to the terms and conditions outlined in a proposed Letter of Agreement for Planning and Consulting Services, which references the May 3, 2021, proposal letter, and which is attached hereto as Exhibit “A” for consideration; and

**WHEREAS,** approval of the Letter of Agreement for Planning and Consulting Services between the City of Gulfport and Bridge & Watson, Inc., is in the best interest of the City of Gulfport.

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

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

**SECTION 2.** That the proposed Letter of Agreement for Planning and Consulting Services between the City of Gulfport and Bridge & Watson, Inc., be and the same is hereby approved, and the Mayor is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

**SECTION 3.** That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**MAYOR**



# BRIDGE & WATSON<sub>INC</sub>

URBAN PLANNERS • CONSULTANTS • ADVISORS

Chris Watson, AICP  
cwatson@planning-consultants.com

Municipal Annexation Analysis  
Comprehensive Planning  
Subdivision Regulations  
Expert Testimony  
Redistricting  
Mapping  
Zoning  
GIS

May 3, 2021

Mr. Rusty Walker, Council President  
City of Gulfport  
Post Office Box 1780  
Gulfport, MS 39502

***Re: 2021 Redistricting Cycle***

Dear Mr. Walker:

As we have discussed in the past, the data collection for the 2020 census is complete and later this year the U. S. Census Bureau is expected to release the necessary data to allow governmental units to assess the necessity for redistricting. I appreciate your interest in my firm, and I am also happy to provide a proposal for our services to facilitate redistricting.

The general steps in the redistricting process are listed below, but be aware these can be altered based upon the city's preference:

Step 1 – Determine benchmark demographic data for each ward. Here, the 2020 block level census data is aggregated based upon each current council election district. This identifies the degree to which each ward violates the one-person, one-vote requirement. This also provides the racial profile of each ward.

Step 2 – Gather input before altering ward boundaries. Before adjusting ward boundaries, it is important to have certain information such as the location of each council person's residence, areas of strong constituency, communities of interest, and voting precincts and polling places. Having this information is helpful in drawing the best possible first draft redistricting plan. Some communities wish to have a pre-redistricting public meeting to gain input before drawing a plan.

Step 3 – Prepare a redistricting plan. Ward boundaries are adjusted utilizing traditional districting principles and the information mentioned in step 2. This newly drawn plan is provided to the city for review and subsequent adjustment as necessary. The review and adjustment process may take several iterations.

Mr. Rusty Walker  
May 3, 2021  
Page 2 of 2

Step 4 – Public hearing. Once the council agrees upon a plan (or several plans), a public hearing is ordinarily held to give the public the opportunity to comment on the plan.

Step 5 – Adopt ordinance. Following the public hearing and after the council has made a final determination as to its preferred redistricting plan, an ordinance will need to be prepared and ultimately adopted.

Step 6 – Implementation. The voter rolls will need to be updated to reflect the adjustment in boundaries so that future poll books are accurate.

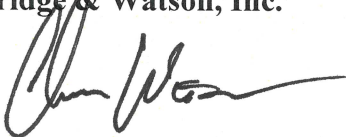
One thing you may notice missing from the above steps is that of Department of Justice preclearance under Section 5 of the Voting Rights Act. Preclearance is no longer required pursuant to the U. S. Supreme Court ruling in *Holder v. Shelby County, Alabama*.

I'm sure you are interested in the potential cost of redistricting. I looked back at the previous redistricting cycle and our charges were approximately \$55,000. Back then, there was substantial public input and even a "steering committee" established. We prepared six different alternate plans and held numerous meetings. I would expect the cost to undertake redistricting to be similar to the previous project, depending on the current political climate.

I have enclosed a copy of our standard letter of agreement. Should you find everything acceptable and wish to engage us for the upcoming redistricting cycle, please execute the agreement and return an executed copy to me.

I again appreciate your interest, and I welcome the opportunity to assist the City of Gulfport in the 2021 redistricting cycle. After you have had time to review this information, please let me know if you have any questions. I look forward to hearing from you soon.

Sincerely,  
**Bridge & Watson, Inc.**



Chris Watson, AICP

CEW/vs

enclosure



**LETTER OF AGREEMENT FOR  
PLANNING AND CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between **BRIDGE & WATSON, INC.**, hereinafter called the CONSULTANT and **CITY OF GULFPORT, MISSISSIPPI**, hereinafter called the CITY.

1. The CITY does hereby employ the CONSULTANT to perform professional and technical services for: REDISTRICTING PURUSANT TO THE RELEASE OF THE 2020 CENSUS DATA.
2. The CONSULTANT hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work.
3. The CITY shall compensate the CONSULTANT for professional services as stated below plus direct reimbursement of out-of-pocket expenses including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials and other necessary expenses. The CONSULTANT will submit to the CITY the following items:
  - Prepare "Benchmark" plan to determine if redistricting is required to meet the "one-man, one-vote" principle of the United States Constitution. This plan is necessary to determine if redistricting is needed or not based on the current election district boundaries and the 2020 Census data.
  - Should redistricting be required, prepare redistricting plan(s) for the Councilmember election districts which include demographic profiles and maps and will facilitate necessary public meetings throughout preparation of the plans.
  - The CONSULTANT will prepare the necessary legal descriptions to adequately describe each above mentioned election district as finally approved by the CITY. Should there result from the redistricting process any subdivision of Councilmember election districts (i.e. voting precincts), said subdivisions shall also be described by the CONSULTANT.
4. The CONSULTANT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the CONSULTANT and will be accompanied by an itemized statement of work performed. The CITY shall pay the CONSULTANT the total amount of the invoice within forty-five (45) days after receipt of the invoice. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the CONSULTANT. The invoices will be based on the following rate schedule:

|                       |                                                            |
|-----------------------|------------------------------------------------------------|
| Principal Planner:    | \$150.00/hr.                                               |
| Associate Planner I:  | \$125.00/hr.                                               |
| Associate Planner II: | \$100.00/hr.                                               |
| Assistant Planner I:  | \$ 85.00/hr.                                               |
| Assistant Planner II: | \$ 60.00/hr.                                               |
| Planning Technician:  | \$ 40.00/hr.                                               |
| Planning Assistant:   | \$ 30.00/hr.                                               |
| Mileage:              | IRS standard business mileage rate (currently \$ 0.56/mile |

5. The CITY may terminate or re-negotiate this letter of agreement at any time with written notification to the CONSULTANT.

6. Any reports, information, data, memoranda, or documents in any form, electronic or otherwise, prepared or assembled by the CONSULTANT under this agreement shall be the property of the CITY, even if remaining with the CONSULTANT, and the CONSULTANT shall maintain confidential all of such information unless specifically authorized in writing by the CITY through its Mayor or Attorney.

IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY: CITY OF GULFPORT, MISSISSIPPI**

BY: \_\_\_\_\_  
Mr. F.B. 'Rusty' Walker, President  
City Council

WITNESS: \_\_\_\_\_  
Gerard Bellocq, City Clerk

**CONSULTANT: BRIDGE & WATSON, INC.**

BY: \_\_\_\_\_  
Chris Watson, AICP

WITNESS: \_\_\_\_\_  
Tim Youngblood

**SimplexGrinnell®**

859 Butler Drive  
Mobile, AL 36693  
Fax: 251-666-7079

Tel: 251-370-1900

O: 251-370-1900

E: Dana.branton@jci.com

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

**PROPOSAL AND SERVICE AGREEMENT**

|                                                                                       |                                                                                               |                  |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|------------------|
| SimplexGrinnell Customer # 222                                                        | Salesperson: Dana Branton<br>Inspection: 48753328                                             | Date: 04-27-2021 |
| Customer:<br>Gulfport Police HQ<br>2220 15 <sup>th</sup> Street<br>Gulfport, MS 39501 | Bill To Location:<br>Gulfport Police HQ<br>2220 15 <sup>th</sup> Street<br>Gulfport, MS 39501 |                  |

SimplexGrinnell LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

**Deficiencies noted during annual inspection:**

**Five Year Obstruction due on system and 13 gauges need to be changed due to being outdated.  
Fire Pump needs to be tested as well and need to add a wrench to spare head box.**

**Five Year Obstruction:**

In accordance with NFPA-25 for internal pipe obstruction inspections the following 4 points of the sprinkler system shall be inspected internally, 1- The System Valve 2- The System Riser, 3- One Cross Main, 4- and One Branch Line. [If any additional time and materials are required beyond the scope of this work (i.e. new pipes or new valves need to be replaced, or system flushing's required etc.), a new proposal will be provided. Work quoted during normal business hour Mon-Fri. 8am-5pm.

**\* Lift not included, if deemed necessary, will add cost to invoice. \***

**\*\*NOTE: SimplexGrinnell LP is not responsible for the repair of drywall or ceiling damage that may occur during the repair of your life safety system. Fixed price and labor quoted is for repairs to be made during normal SimplexGrinnell LP business hours of Monday thru Friday, 7:00am to 3:30pm, excluding holidays. If a lift is required for work to be completed, an additional lift rental fee will be applied. Any applicable taxes are not included. Price does not include fuel surcharge.**

|                         |                                 |                                 |                                 |             |
|-------------------------|---------------------------------|---------------------------------|---------------------------------|-------------|
| Payment                 | NET 10 <input type="checkbox"/> | NET 30 <input type="checkbox"/> | C.O.D. <input type="checkbox"/> | DEPOSIT: \$ |
| T&M Price Not to Exceed | Fixed Price of \$ 3276.00       | BALANCE DUE: \$                 | tax not included                |             |

**CUSTOMER ACCEPTANCE**

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

**Customer****SIMPLEXGRINNELL LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**1. Payment.** Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: 1) the limit price quoted, or 2) the actual cumulative billing based on the aforementioned prevailing rate. Unless otherwise agreed in writing between the parties, Customer shall pay Company within thirty (30) days of the date of this Agreement. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Company shall have the right, at Company's sole discretion, to stop performing any Services if Customer fails to make any payment when due, until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to federal, state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the

payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING**

**WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

**8. Customer Responsibilities.** Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

**9. Repair Services (if Selected by Customer).** Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company may submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**10. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**11. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and



## TERMS AND CONDITIONS

components are operational at the time of inspection. Final responsibility for the condition and operation of the Covered System(s), equipment and components lies with Customer.

**12. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment to others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

**15. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said

hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select outside counsel to represent it in any such action.

**16. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**17. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**18. Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**19. Force Majeure.** Company shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

**20. Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**21. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**22. Default.** An Event of Default shall be 1) failure of the

Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**23. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**24. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**25. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**26. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**27. Legal Fees.** Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**28. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.simplexgrinnell.com](http://www.simplexgrinnell.com) or contact your local SimplexGrinnell office.



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 \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL APPROVING  
SOFTWARE SERVICES AGREEMENT WITH ILLUMINATING CONCEPTS,  
AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport has three network devices for the Intellistreet Lights Multimedia Lighting and Audio system located in downtown Gulfport;

**WHEREAS**, the Department of Public Works has requested approval of a Software Services Agreement with Illuminating Concepts to provide software and firmware updates, technical support and maintenance, network connectivity, and remote system monitoring services that is necessary for remote administration and monitoring of the Intellistreet's Multimedia Lighting and Audio system for the term of March 12, 2021 through March 12, 2022, as more fully set forth in the memorandum of Wayne Miller, P.E., Director of Public Works and Engineering, and the proposed Agreement, attached hereto as Exhibit "A; and

**WHEREAS**, the City finds that approval and execution of the Software Services Agreement with Illuminating Concepts, as found at Exhibit "A" hereto, is in the best interest of the City of Gulfport.

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

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

**SECTION 2.** That the Software Services Agreement between the City of Gulfport and Illuminating Concepts, as attached hereto as Exhibit "A", be and the same is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**MAYOR**



DEPARTMENT OF  
PUBLIC WORKS &  
ENGINEERING

4050 Hewes Avenue  
Gulfport, MS 39507  
Phone: 228-868-5740  
Fax: 228-214-2238

## MEMORANDUM

**To:** Gulfport City Council

**CC:** Mayor Billy Hewes  
Dr. John Kelly, CAO

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

*WEM*

**Date:** 04/30/2021

**Subject: Recommendation to Approve Software Services Agreement with Illuminating Concepts for Intellistreets Multimedia Lighting and Audio**

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The Department of Public Works is requesting approval of the attached Software Services Agreement with Illuminating Concepts for Intellistreets Multimedia Lighting and Audio.

There are 3 gateways (network devices) for the Intellistreet Lights located in downtown Gulfport. The attached services agreement provides software and firmware updates, technical support and maintenance, network connectivity, and remote system monitoring services. This is a standalone network that is necessary for remote administration and monitoring, and is not connected to any city networks. The time period for this service agreement will be March 12, 2021 through March 12, 2022.

The cost for these services is \$67.50 per gateway per month; this is a total of \$202.50 per month or \$2,430.00 per year.

Please place this item on the May 18, 2021 Council Agenda.

The item has been approved by:

Mayor or C.A.O. \_\_\_\_\_

Attachments:

1. Copy of Partially Executed Software Services Agreement



ILLUMINATING  
CONCEPTS

+

Document date: 12-16-2020 / Revised 3/10/2021

## **City of Gulfport Software Services Agreement**

|                           |                                                                                             |
|---------------------------|---------------------------------------------------------------------------------------------|
| <b>Start Date:</b>        | <b>March 12, 2021</b>                                                                       |
| <b>End Date:</b>          | <b>March 12, 2022</b>                                                                       |
| <b>Client:</b>            | <b>City of Gulfport, Mississippi</b>                                                        |
| <b>Location:</b>          | <b>Gulfport, MS</b>                                                                         |
| <b>System:</b>            | <b>Intellistreets Multimedia Lighting and Audio</b>                                         |
| <b>Lighting Hardware:</b> | <b>Sternberg</b>                                                                            |
| <b>Infrastructure:</b>    | <b>Local Light Pole Electronic Control Modules (ECMs), and Gateways plus Cloud Services</b> |

## 1.0 Contract Scope

This contract addresses the system monitoring and includes all system control items for lighting and audio/visual systems included in the Lighting and AV Services Contract. During testing, and before the Intellistreets system is installed and commissioned, the data services have been paid by Illuminating Concepts. Upon training and turnover of the system to the client, the client becomes responsible for the data fees. IC will assist the client in the account transfer. Data fees are those that are charged by Internet Service Providers to gain access to the Internet, like the charges paid for a mobile device.

The Intellistreets Operating System is cloud based. The fees listed below include the cost of cloud services paid by IC on behalf of the client and included in the monthly services charges. There may be accessories included in the project Scope of Work. Some accessories require their own cloud management system. If applicable, these fees will be shown below.

### 1.1 Definitions

- **Remote System Monitoring Services:** 24-hour remote monitoring via a high-speed Internet connection from Gulfport, MS to IC's computer network system in Farmington Hills. This system provides real-time reporting and status of system critical devices. When a failure occurs, the system will send notification of that failure via email or designated cell phone text message to assigned onsite staff.

"Remote System Monitoring: 24-hour remote monitoring via a high-speed Internet connection from Gulfport, MS to IC's computer network system. This system provides remote operation, real-time reporting, and status of system critical devices in the system.

**Specifics of these checks under the program are as follows:**

- **Full-time (24x7) Monitoring Package.** The services package performs 10-second critical checks on all networked equipment (cloud appliances, gateways, and lighting or multimedia nodes). Failures are logged and reported by email or cell phone text message to "Client" support services.
- **Phone Support:** Under the terms of this agreement "Client" will receive 2 hours of phone support per month during normal IC business hours of 8:00 a.m. to 6:00 p.m. Eastern Time. This may include a connection to the site remotely by the technician to assist in evaluating problems or offering additional assistance.
- **Call-Out Time:** This section addresses problems beyond the scope of the monitoring program. If technicians are required, the charges are listed in the call out rates section 8.0 of this document.



## 1.2 Network Connectivity

Network connectivity is the responsibility of "Client" or the client. The connection is used for implementing the function and timing changes to the programming of the local site devices. IC is not responsible for the continuous operation of the local network connection and cannot be held accountable for problems that may arise if the connection fails at any time.

## 2.0 Remote System Monitoring

24-hour systems monitoring will be performed at Illuminating Concepts via the network connection installed and maintained by the client or "Client", to continuously monitor each component of the Intelligent Lighting System. Remote monitoring is essential - allowing the site to report critical problems, and to allow proactive uploading of the latest software, and system security updates.

IC monitoring services include the following:

- Via the network connection installed, IC will provide 24-hour, 365-day monitoring of each of the critical components of the system.
- IC will monitor each cloud appliance, gateway, and lighting node that resides on the network. IC will monitor all the available inputs and outputs (where present) of the individual components to verify and confirm they are all in proper working condition.
- In the event of any scheduled cue failure, or any system critical gear failure, the site Monitoring System will send a message to our central computer network. The messages are forwarded, by email or cell phone text message, to the assigned client onsite staff.

## 2.1 Technical Support

Technical support is a telephone or email-based discussions with "Client" or client's local repair personnel to assist in diagnosis and repair of lighting and multimedia control related systems. **The charges for this service are included in this agreement up to a maximum of 2 hours per month.**

Technical support also includes telephone or email-based discussions with management personnel to initiate a setting or to assist in the diagnosis of a control system issue.

Technical support does not include onsite infrastructure hardware or media equipment analysis or repair. IC will assist remotely in diagnosis and repair of all hardware failures. Each reported and validated failure will consist of separate parts and labor agreement.

## 3.0 Response Procedure

Technical Support conducted over telephone or email will be addressed during normal IC business hours only (8:00-18:00 EST).

Under this agreement, IC will email or cell phone text message "Client" support staff only. IC is not required to make any person-to-person contact with local site staff to make them aware of any system failures.

## **4.0 Limitations**

It is possible that some recurring system control and monitoring issues may arise due to building or installation issues which may require IC to re-negotiate this agreement such as building vibration, air quality, and power fluctuations. Damage caused by Acts of God, war, water, fire, sabotage, terrorist acts, or power problems are not the responsibility of IC. Any service limitations resulting in "down time" for equipment is not the responsibility of IC.

## **6.0 Software and Firmware Updates**

Software and firmware updates are included in this agreement. Scheduled updates will occur quarterly if required. The client will be notified prior to the update. These will occur after 12 AM Eastern Standard Time.

## **7.0 Fee Summary**

All services will commence upon completion and sign-off the agreed proposal.

Base Services under this base agreement include:

- Normal Business Hours Email or Telephone Support
- IC Systems Monitoring Services using full-time key component monitoring and logging services.
- Operational System assistance to include:  
    Local Site Component Diagnosis
- Monitoring System Software – updates as released

## **8.0 Technical Support and Call-Out Rates**

Hourly technical support not specifically identified in the document or outside of normal business hours are subject to Call Out rates. Call Out rates apply when additional service is requested by the client over and above those specifically provided for in this agreement. All technical support hours will be logged and reported to "Client's" designated manager of IT monthly via email throughout the duration of the term of the agreement.

For Hourly Technical Support, such as Content update, New Media Content Creation, and Special Programming are not covered in the device base fees:

- The minimum hourly charge is one (1) hour
- Hourly rates are \$150.00 per hour USD billed in ½ hour increments.

- After hours (nights after 6 PM), weekends and USA holidays will incur a rate of \$250.00 USD billed in ½ hour increments.

For Call-Out responses requiring the use of IC Local Maintenance to be on site:

- The minimum Call-Out charge is three (3) hours plus travel time calculated at 1-hour minimum
- Call out rates are \$150.00 USD per hour
- After hours (nights after 6 PM), weekends and "local" national holidays will incur a rate of \$250.00 USD per hour

For extended Call-out responses requiring the use of IC staff or 3rd party repair personnel on site:

- Call-Outs will be charged by day fee plus travel and reimbursable expenses at cost plus 10%
- Day fee rates are as follows:
  - IC Design and technical support personnel - **\$1500/day**

**Base Monitoring and Support Services Fees: Devices included under this agreement are:**

**Recurring Fees: \$2,430.00 billed annually**

**3 Gateways @ \$67.50 per Gateway per month = \$202.50 per month**

*Includes \$50 per month per gateway for data fees at cost, and \$67.50 per month per gateway for cloud, monitoring, software updates, and technical support.*

All services are based on an annual agreement that is renewable upon review of the client's needs.

## EFFECT OF AGREEMENT

This Agreement shall take effect only upon the signing of both parties with a full understanding of all contract terms.

## MODIFICATION

No modification of this Agreement shall be binding unless made in writing and signed by "Client" and IC. No acknowledgment form or another form of IC or "Client" containing terms and conditions of sale submitted by IC or "Client" shall have the effect of modifying the terms and conditions hereof notwithstanding any act of either "Client" or IC with respect to the goods and services and payment thereof, and all deliveries of the goods and performance of the services by IC shall be deemed to be only upon the terms and conditions of this Agreement, unless modified as previously mentioned.

THE PARTIES SIGNED BELOW HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

|                                                                                                  |                                |
|--------------------------------------------------------------------------------------------------|--------------------------------|
| Signature:<br> | Signed Acceptance:             |
| Title: <b>PRESIDENT</b>                                                                          | Owner Representative<br>Title: |
| For: Illuminating Concepts<br>Farmington Hills, Michigan                                         | For:                           |
| Date: <b>4-30-2021</b>                                                                           | Date:                          |



30733 WEST TEN MILE RD . FARMINGTON HILLS, MI 48336 . t 248.478.2525 . f 248.478.2568 . ILLUMINATINGCONCEPTS.COM

Ryan D. Merrill  
Assistant Director of Public Works  
City of Gulport  
4050 Hewes Avenue  
Gulfport, MS 39507  
PH: 228-868-5740 / [rmerrill@gulport-ms.gov](mailto:rmerrill@gulport-ms.gov)

December, 15, 2020

RE: Monitoring, Software Support, Cloud Services

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## Statement of Work

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### 1. 24/7 REMOTE MONITORING SERVICES

- a. Continuously monitor the status of all critical system components, network devices, cloud-based appliances, and inputs and outputs of devices where present by utilizing software that provides
  - i. Real-time reporting
  - ii. A dashboard view and drill-down capabilities
  - iii. Automated notifications of failures sent via email or cell phone text message

### 2. REMOTE TECHNICAL SUPPORT SERVICES

- a. Phone and online support provided
  - i. to maintain system functionality
  - ii. to assist the customer with the operating the system
- b. Evaluation and diagnostics conducted to resolve hardware and software issues as they arise
- c. Remote operations supplied as required to resolve issues
- d. Hours of operation M-F 8:00 -18:00 Eastern time

### 3. TRAINING

- a. Training for new users to navigate and operate controls through the web-based user interface
- b. Intermediate training available for current users requiring more advanced training
- c. Refresher training available as needed
- d. Training is conducted online M-F 8:00 – 18:00 Eastern by scheduling an appointment with Larry Schirmer by phone at 248-893-2374 or email [larrys@illuminatingconcepts.com](mailto:larrys@illuminatingconcepts.com)

### 4. SOFTWARE, FIRMWARE, AND SECURITY UPDATES

- a. Remote release of scheduled updates as required
- b. Customer to be notified in advance
- c. Updates generally occur after midnight

### 5. CLOUD HOSTING SERVICES SUPPORTING GULPORT'S SMART LIGHTING NETWORK

### 6. CELLULAR DATA FEES SUPPORTING WIRELESS COMMUNICATION OF GATEWAYS



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 \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL APPROVING PROPOSAL  
AGREEMENT WITH SIEMENS INDUSTRY, INC.,  
AND FOR RELATED PURPOSES**

**WHEREAS**, the parking lot of the City's Police Department has a number of security cameras that need testing for proper functioning and to determine any outages that need to be corrected; and

**WHEREAS**, the Gulfport Police Department has requested approval of a Proposal submitted by Siemens Industry, Inc. to provide certain services as set forth in the Proposal which is attached hereto as Exhibit "A; and

**WHEREAS**, the City finds that approval and execution of the Proposal agreement with Siemens Industry, Inc., as found at Exhibit "A" hereto, is in the best interest of the City of Gulfport.

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

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

**SECTION 2.** That the Proposal agreement between the City of Gulfport and Siemens Industry, Inc., as attached hereto as Exhibit "A", be and the same is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**MAYOR**



**PROPOSAL**

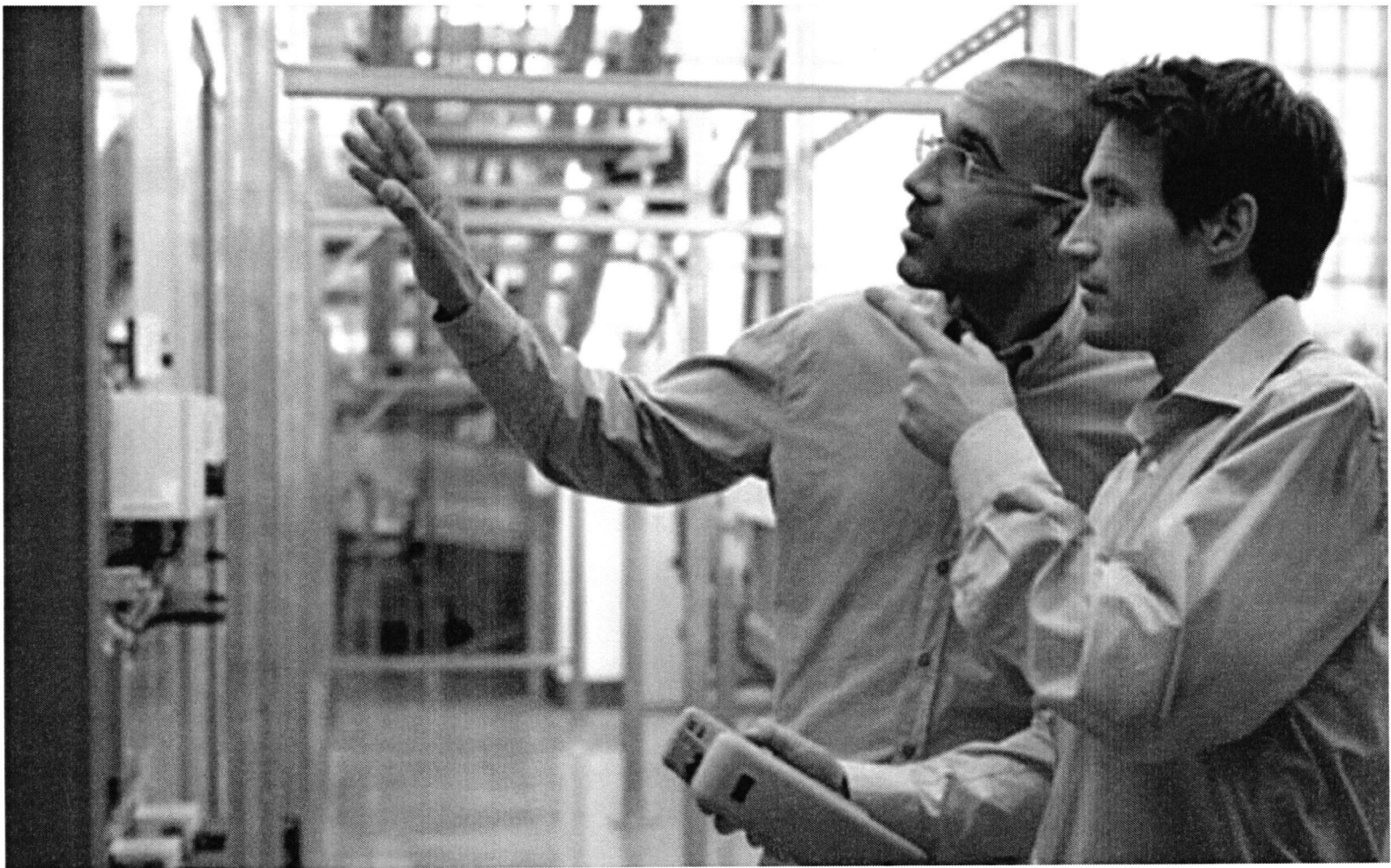
City Of Gulfport Parking Cams

**PREPARED BY**

Siemens Industry, Inc.

**DELIVERED ON**

April 23, 2021



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## Contact Information

|             |                |
|-------------|----------------|
| Proposal #: | 5846383        |
| Date:       | April 23, 2021 |

|                  |                                                |
|------------------|------------------------------------------------|
| Sales Executive: | Adam Landry                                    |
| Branch Address:  | 14231 Seaway Rd<br>Suite F2, Mississippi 39503 |
| Telephone:       | 985-722-8996                                   |
| Email Address:   | adam.landry@siemens.com                        |

## Scope of Work

Site visit to discover camera outage for 6 Parking Lot Cameras. Signal testing will be performed at the base of the pole back to the head end for video and checking from the camera down to the base of the pole for video signal to a monitor.

## Conclusion

Once completed a report of the findings will be delivered to the City and a plan of action will be put in place to correct the issues discovered.

## Clarifications

1. Based on the City providing a person located at the head end to verify video on display.
  1. If City Personnel is not available Siemens can provide a person to assist at additional charge.
2. Work is assumed to be completed during normal business hours Monday – Friday (7am-5pm).



## Payment Terms

### Payment Terms Acceptance Agreement

The total price of **\$840.00** and the estimated return on investment are based on the items outlined in this proposal. ANY statements made herein regarding savings that may be achieved by implementing the services offered in this proposal are estimates only. No warranty, either expressed or implied, shall be construed to arise from such statements, nor shall such statements be construed as constituting a guarantee by Siemens that such savings will occur if the services are implemented.

### Terms and Conditions Disclaimer

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

*This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from the delivery date of April 23, 2021. Payment is due within 30 days of invoice date.*

**Payment Terms: 25% mobilization in advance, progress payments**

**Total: \$840.00**

## Terms & Conditions Link(s)

### Terms and Conditions (Click to download)

[Terms & Conditions \(Projects\)](http://go.siemens.net/15156302)

(<http://go.siemens.net/15156302>)

[Terms & Conditions \(Products Only\)](http://go.siemens.net/15492770)

(<http://go.siemens.net/15492770>)

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

## Attachment A

### Riders (Click on rider below to download)

[SI Mass Notification Rider](http://www.siemens.com/download?A6V10946167)

([www.siemens.com/download?A6V10946167](http://www.siemens.com/download?A6V10946167))

[SI Monitoring Rider](http://www.siemens.com/download?A6V10946171)

([www.siemens.com/download?A6V10946171](http://www.siemens.com/download?A6V10946171))

[SI Online Backup and Data Protection](http://www.siemens.com/download?A6V10946174)

([www.siemens.com/download?A6V10946174](http://www.siemens.com/download?A6V10946174))

[SI Software License Warranty](http://www.siemens.com/download?A6V10946180)

([www.siemens.com/download?A6V10946180](http://www.siemens.com/download?A6V10946180))

[SI Consulting Rider](http://www.siemens.com/download?A6V10946838)

([www.siemens.com/download?A6V10946838](http://www.siemens.com/download?A6V10946838))

[SI Shooter Detection System Rider](http://go.siemens.net/33327137)

(<http://go.siemens.net/33327137>)

[SI Thermal Camera Rider](http://go.siemens.net/30872411)

(<http://go.siemens.net/30872411>)

# SIEMENS

*Ingenuity for life*

## Signature Page

### Proposed by:

Siemens Industry, Inc.

\_\_\_\_\_  
Company

Adam Landry

\_\_\_\_\_  
Name

5846383

\_\_\_\_\_  
Proposal #

\$840.00

\_\_\_\_\_  
Proposal Amount

April 23, 2021

\_\_\_\_\_  
Date

### Accepted by:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order #

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 \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION BY THE GOVERNING AUTHORITY OF THE CITY OF GULFPORT, MISSISSIPPI TO APPROVE ADDENDUM NO. 3 TO AGREEMENT BETWEEN THE CITY OF GULFPORT AND NEEL-SCHAFER, INC. FOR PLANNING AND ENVIRONMENTAL SERVICES IN CONNECTION WITH THE BUILD – INTERCONNECTING GULFPORT PROJECT, TO AUTHORIZE THE MAYOR (OR DESIGNEE) TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport, Mississippi (“City”) desires to undertake the BUILD – Interconnecting Gulfport Project, a project intended to connect various parts of the City, more specifically the north and south parts of the City that are intersected by Interstate 10, and which Interstate transects the entire middle width of the City and which further has historically adversely affected the mobility and movement of citizens and visitors to the City alike, especially during times of emergency; and

**WHEREAS**, Neel-Schaffer, Inc., was selected as the Planning and Environmental Services consultant for the BUILD – Interconnecting Gulfport Project, and an agreement for Planning and Environmental Services between Neel-Schaffer, Inc., and the City of Gulfport for the BUILD – Interconnecting Gulfport Project was approved by the Gulfport City Council on February 4, 2020; and

**WHEREAS**, the aforementioned agreement, as amended by Addenda Nos. 2 and 3, expires on or about May 31, 2021, and it is necessary to extend the same through December 31, 2021, at no additional cost to the City, to allow for completion of the scope of work contemplated therein.

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

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

**SECTION 2.** That the proposed Addendum No. 3 to the agreement between Neel-Schaffer, Inc., and the City of Gulfport, Mississippi, for Planning and Environmental Services in connection with the

BUILD – Interconnecting Gulfport Project be, and the same is hereby, approved in substantially the form attached as Exhibit “A” hereto and found to be in the best interest of the City, and that the Mayor be, and he is hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON,** the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(SEAL)

**ATTEST:**

**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**



---

**MAYOR**



# Memorandum – City of Gulfport

## PUBLIC WORKS AND ENGINEERING

**To:** Jessica Versiga, Purchasing

**CC:** Mayor Billy Hewes  
Dr. John Kelly, CAO  
Travis Hart, Finance

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

WEM

**Date:** 5/7/2021

**Re:** Recommendation to Approve Addendum No. 3 to the Contract Agreement for Services  
- Neel Schaffer, Inc.  
- Project Number FBLD-9159-00(001)LPA 108419-811000, Harrison County  
- Interconnecting Gulfport BUILD Grant

---

Attached for your consideration is Addendum No. 3 to the Contract Agreement for Engineering Services with Neel Schaffer, Inc. for the referenced project. The addendum extends the current contract time from May 31, 2021 to December 31, 2021. There is NO cost for this change. The scope of the services includes, but is not limited to, all necessary professional services required to complete environmental studies (environmental assessment), all necessary field surveying, the determination of required Right-of-Way limits, centerline soil profile, geotechnical investigation (at bridges), roadway and bridge design (Phase A Only). The consultant shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The project shall be designed to install approximately 0.8 miles of a 4-lane boulevard roadway and approximately 1.1 miles of 2-lane roadway with lighting, storm drain improvements, multimodal paths, signals, raised median, roundabouts, and other street improvements.

I recommend approval of this addendum. Please place this item on the May 18, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. \_\_\_\_\_

Attachment:

1. Addendum No. 3 to Contract Agreement for Engineering Services

ADDENDUM No. 3 TO EXTEND TIME  
LPA PROFESSIONAL SERVICES CONTRACT  
BY AND BETWEEN  
*City of Gulfport & Neel-Schaffer, Inc.*

This Addendum is made a part of the Professional Services Contract entered into by and between the **City of Gulfport** (known as the "LPA") and **Neel-Schaffer, Inc.** (known as the "CONSULTANT"), whose address is **772 Howard Avenue, Biloxi, MS 39530** signed by CONSULTANT on February 13, 2020, and signed by LPA on March 16, 2020.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the **City of Gulfport** and **Neel-Schaffer, Inc.**, do by entering into this Addendum mutually agree to further amend ARTICLE III. CONTRACT TERM of the original contract as afore described herein, in order to extend the Contract Term or period of performance of the Professional Services Contract, said Professional Services Contract is amended as set out below:

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Neel-Schaffer, Inc. for environmental documentation and preliminary design of Interconnecting Gulfport BUILD Grant roadway project, MDOT Project Number FBLD-9159-00(001)LPA 108419-811000, Harrison County as amended by addendum No. 1 on January 6, 2021 and addendum No. 2 on March 17, 2021 will change from May 31, 2021 at 11:59 P.M. to December 31, 2021 at 11:59 P.M.

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Billy Hewes, Mayor

WITNESS this my signature in execution hereof, this the 7<sup>th</sup> day of May 2021.

Steve Twedt, P.E.  
Steve Twedt, PE

Attested By:

Nancy Cox

---

**Indexing Instructions:**

In the SW ¼ of NE ¼ of  
Section 9, Township 8 South,  
Range 11 West  
First Judicial District of  
Harrison County, Mississippi

**This Instrument principally prepared by:**

Jeffrey S. Bruni, Esq., Attorney  
MS Bar No. 9573  
Post Office Box 1780  
Gulfport, Mississippi 39502  
Telephone: (228) 868-5811

**Lessor:** City of Gulfport

P. O. Box 1780  
Gulfport, Mississippi 39502  
Telephone: (228) 868-5811

POST OFFICE BOX 1780  
Gulfport, Mississippi 39502-1467  
Telephone: (228) 864-1014

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**MEMORANDUM OF AMENDMENTS TO AGREEMENT FOR  
LEASE OF BOAT DOCK AND TERMINAL SPACE FOR OPERATION  
OF SHIP ISLAND FERRY SERVICES**

**THIS MEMORANDUM OF AMENDMENTS TO “AGREEMENT FOR LEASE  
OF BOAT DOCK AND TERMINAL SPACE FOR OPERATION OF SHIP ISLAND  
FERRY SERVICES”** (herein “**Amendment Agreement**”) is made and executed on the date(s)  
hereinafter set forth, by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein the

“City” or “Lessor”) under authority and approval of its Governing Authority, and **PAN ISLES, INC.**, a Mississippi Business Corporation, (herein “**Pan Isles**” or “**Lessee**”).

**WITNESSETH THAT:**

**WHEREAS**, in April 2017, the City and Pan Isles entered into an “Agreement for Lease of Boat Dock and Terminal Space for Operation of Ship Island Ferry Services” (herein the “**Lease**”), to include lease of docks and pier space in the City’s Bert Jones Yacht Basin (also referred to as the City’s “Municipal Marina” and “Harbor”) as well as land for a terminal building space and specified parking spaces on property owned by the City, which said Lease was approved by the City’s Governing Authority on April 4, 2017, and was executed by the City on April 12, 2017, and by Pan Isles on April 10, 2017, and which Lease is incorporated herein by reference for purposes of this Amendment Agreement; and

**WHEREAS**, Paragraph 6(b) of the Lease set out that the City would replace existing piers with new piers as well as oversee construction of a pavilion structure to be located on the land portion of the Lease Premises and that upon substantial completion of the pier replacement construction project or issuance of a certificate of occupancy or substantial completion of the pavilion construction project, whichever date of these was the latest, “the parties would retain the services and each party shall pay one-half of the fees charged by two (2) appraisers to obtain updated fair market appraisals of the Lease Premises” for purposes of arriving at a new base rent amount to be paid by Lessee upon such completion of these projects; and

**WHEREAS**, substantial completion occurred with respect to the pavilion construction project in the summer of 2020, with completion of the pier replacement project occurring prior to this; and



**WHEREAS**, the parties thereafter agreed to retain the services of Everett Ladner, III, MAI, SRA and Doug Singletary, SRA, AI-RRS, both licensed appraisers, for purposes of obtaining updated fair market appraisals of the Lease Premises in February 2021, with the parties agreeing to Doug Singletary to serve as a replacement for Harry Hebert, GAA since Harry Hebert had retired and was unable to provide such an updated fair market appraisal; and

**WHEREAS**, Everett Ladner's appraised fair market rent value of the Lease Premises (following completion of the new pavilion and replacement pier project) is \$55,812 a year with a monthly rent of \$4,651, while Doug Singletary's appraised fair market rent value of the Lease Premises (post-construction of the pavilion and pier) is \$48,000 a year with a monthly rent of \$4,000, and the average of these two values comes to \$4,325.50 a month, which, in accordance with the Lease, requires that the Lease be amended so that the updated Base Rent now due under the Lease is this amount equating to the average of these two (2) fair market updated appraisals (\$51,906 a year (12 consecutive months for each annual period), which is \$4,325.50 a month); and

**WHEREAS**, Pan Isles has requested various other amendments be made to the Lease, and Lessee and Lessor have now mutually agreed to the revisions and amendments to the Lease as set forth herein.

**NOW THEREFORE**, for the mutual benefits and consideration from each party to the other, it is hereby covenanted and agreed that the Lease is hereby amended, as follows, to-wit:

*1. Paragraph "6" of the Lease shall be amended by adding the following new provision ("f") at the end of this Paragraph:*

***6. Compensation (rent) to be paid to City.***

\*\*\*\*\*

*(f) Compensation Following Completion of Construction by City and Following Average of Updated Appraisals.* Commencing June 1, 2021, and with the exception of what is set out elsewhere herein, **Annual rent** of a total amount of \$51,906.00 shall be paid by Lessee to the Lessor for each remaining annual period of the Base Term to be paid in twelve (12) equal consecutive **monthly installments** of \$4,325.50, payable in advance, on or before the first day of each month, in addition to provision for Parking Space Compensation. It is understood that this amount of Annual Rent is derived as the average of two (2) updated fair market appraisals of the Lease Premises and all its parts obtained from Everette E. Ladner, III, MAI, SRA and Doug Singletary, SRA, AI-RRS, both licensed appraisers, and that such appraisals were obtained on March 24, 2021, following completion of the construction of the replacement pier and pavilion located landside on the Lease Premises and which appraisals were conducted in accordance with Paragraph 6(b) of the Lease. Annual rent for the remaining annual period for the year of 2021 (June 1 through December 31) shall be in the amount of \$30,278.50, which shall be paid by Lessee in seven (7) consecutive monthly installments of \$4,325.50, payable in advance, on or before the first day of each month in this remaining seven (7) month period for 2021, in addition to provision for Parking Space Compensation. It is understood and acknowledged that this new Base Rent amount (or rent for the applicable annual part of the Base Term) following average of the two (2) updated appraisals referenced herein, shall similarly be positively adjusted on an annual basis according to the CPI Index mechanism and procedure set forth in Paragraph 3(a) in the Lease.

2. Paragraph "8" of the Lease shall be amended by and replaced with the following:

8. **Use of Lease Premises.** In compliance with this Agreement, Lessee shall have the peaceful use and possession of the Lease Premises. The use of the Lease Premises is for the operation of the Ship Island ferry service by the Lessee available to the public and according to proper permission, authority and contract by the U. S. National Park Service, or its successor agency in control and regulation of Ship Island and the ferry service. As an ancillary use, Lessee may use its ferry service vessels for excursions of patrons for sightseeing or other special occasions within the Mississippi Sound and adjoining Gulf of Mexico waters and for related purposes, that do not conflict with the regular scheduled Ship Island Ferry Service. Use of the premises shall not violate any restrictions for use specified in this agreement, nor any applicable zoning laws or regulations of a Federal, State or local regulatory agency with enforcement jurisdiction, or any covenants or deed restrictions which may apply to or govern any of the areas constituting any part of the Lease Premises. It is understood that use of **docks and piers** herein will be for mooring and boarding of Lessee's ferry service vessels and that adjacent **land** alongside the Harbor basin and docks used by Lessee, will be used by Lessee for a **passenger terminal, parking, and related office associated with the ferry service and for limited concessions** for ticketed

guests/patrons of Lessee of the type that have openly and continuously been sold in connection with the passenger ferry service operated by Lessee or its predecessor(s) for well over fifteen (15) years prior to execution of this Agreement, with such concessions to include items related to the ferry service or recreational use of Ship Island and its beaches and waters, including, but not limited to, sunscreen, snacks, towels, hats, rafts, shovels and buckets, swimming attire or items, and unprepared food and non-alcoholic beverages, but such concessions on land to not include the sale of prepared meals or alcoholic beverages or other items unrelated to recreational use of Ship Island and its beaches and waters unless the City allows another business to make such sales.

3. *Full Force and Effect.* Except as hereby specifically amended, all provisions of the Lease, and all obligations of Lessee incurred or to be incurred or otherwise assumed, and amendments thereto, shall continue to be and to be come in full force and effect.

**THIS MEMORANDUM OF AMENDMENTS TO LEASE** is made, dated, executed and signed on the day and dates hereinafter set forth by the officers duly authorized so to act.

**Lessor:**

**Lessee:**

**CITY OF GULFPORT**

**PAN ISLES, INC.**

By \_\_\_\_\_  
MAYOR

By \_\_\_\_\_  
PRESIDENT

Dated: \_\_\_\_\_, 2021

Dated: \_\_\_\_\_, 2021

(Attestations on following page)

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, **BILLY HEWES**, who acknowledged to me that he is the duly elected and serving **Mayor** of the **City of Gulfport, Mississippi**, and that he signed, executed and delivered duplicate original counterparts of the above and foregoing instrument in writing for and in behalf of the City of Gulfport after having been first duly authorized by the City Governing Authority so to act.

---

**NOTARY PUBLIC**

My Commission Expires:

---

( S E A L )

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, **LOUIS P. SKRMETTA**, who acknowledged to me that he is the duly elected and serving **President of the Pan Isles, Inc.**, a Mississippi Business Corporation, and that he signed, executed and delivered duplicate original counterparts of the above and foregoing instrument in writing for and in behalf of Pan Isles, Inc., after having been first duly authorized so to act.

---

**NOTARY PUBLIC**

My Commission Expires:

---

( S E A L )

Return after Recording to:

Jeffrey S. Bruni, Esq.  
City Attorney  
Post Office Box 1780  
Gulfport, Mississippi 39502  
Telephone No.: (228) 868-5811

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 \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AND APPROVE AMENDMENTS TO LEASE AGREEMENT WITH PAN ISLES, INC. REGARDING LEASE OF PROPERTY AND AREAS NOT NEEDED FOR MUNICIPAL OR RELATED PURPOSES, TO AUTHORIZE EXECUTION OF SAME, AND FOR RELATED PURPOSES**

**WHEREAS**, in April 2017, the City of Gulfport, Mississippi (“City”) and Pan Isles, Inc. (“Pan Isles”) entered into an “Agreement for Lease of Boat Dock and Terminal Space for Operation of Ship Island Ferry Services” (“Lease”), to include lease of docks and pier space in the City’s Bert Jones Yacht Basin (also referred to as the City’s “Municipal Marina” and “Harbor”) as well as land for a terminal building space and specified parking spaces on property owned by the City, which said Lease was approved by the City’s Governing Authority on April 4, 2017, and was executed by the City on April 12, 2017, and by Pan Isles on April 10, 2017; and

**WHEREAS**, Paragraph 6(b) of the Lease set out that the City would replace the existing pier with a new pier as well as oversee construction of a pavilion structure to be located on the land portion of the Lease Premises and that upon substantial completion of the pier replacement construction project or issuance of a certificate of occupancy or substantial completion of the pavilion construction project, whichever date of these was the latest, “the parties would retain the services and each party [would] pay one-half of the fees charged by two (2) appraisers to obtain updated fair market appraisals of the Lease Premises” for purposes of arriving at a new base rent amount to be paid by Pan Isles upon such completion of these projects; and



**WHEREAS**, substantial completion occurred with respect to the pavilion construction project in the summer of 2020, with completion of the pier replacement project occurring prior to this; and

**WHEREAS**, the parties thereafter agreed to retain the services of Everette Ladner, III, MAI, SRA and Doug Singletary, SRA, AI-RRS, both licensed appraisers, for purposes of obtaining updated fair market appraisals of the Lease Premises in February 2021, with the parties agreeing to Doug Singletary to serve as a replacement for Harry Hebert, GAA since Harry Hebert had retired and was unable to provide such an updated fair market appraisal; and

**WHEREAS**, upon completion of these appraisals in March 2021 and in accordance with the Lease, the parties have now agreed to various amendments to the Lease to include the increased base rent amount to be paid by Pan Isles after averaging these two (2) updated fair market appraisals as well as additional amendments sought by Pan Isles, as reflected in the attached proposed “Memorandum of Amendments” attached hereto as **Exhibit “A.”**

**WHEREAS**, the properties and areas continued to be included as part of the “Leased Premises” in the Lease with Pan Isles, Inc. and included and referenced and/or incorporated in the “Memorandum of Amendments” to this Lease (**Exhibit “A”** hereto) are not used nor needed for municipal purposes; and

**WHEREAS**, the lease of such properties and areas by way of competitive bids or other methods of conveyances or lease is not necessary or desirable for the financial welfare of the City; and

**WHEREAS**, the use of such properties and areas by Pan Isles, Inc. will continue to promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, economic, and/or industrial welfare of the City; and

**WHEREAS**, the City’s Governing Authority finds and determines in accordance with Miss. Code Ann. § 59-15-1, et seq., Miss. Code Ann. § 21-17-1, et seq., and/or such other applicable or appropriate laws, that it would be in the best interests of the City of Gulfport, Mississippi to enter into the “Memorandum of Amendments” in connection with the Lease with Pan Isles in the form of the one attached hereto as **Exhibit “A”** with respect to use of piers, wharves, and land areas described and set forth therein as part of the Ship Island ferry and excursion services operated and provided by Pan Isles; and

**WHEREAS**, the Governing Authority finds and concludes that the Mayor of the City of Gulfport should be authorized and directed to enter into and execute this proposed “Memorandum of Amendments” (**Exhibit “A”**) or in like or similar form to carry out the intent and purposes hereof.

**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 properties or areas described and/or incorporated in the “Memorandum of Amendments” attached hereto as **Exhibit “A”** are not being used for municipal purposes.

**SECTION 3.** That the lease of such properties or areas by way of competitive bids or other methods of lease is not necessary or desirable for the welfare of the City.

**SECTION 4.** That the use of such properties or areas in conjunction with the Ship Island ferry and excursion services and amenities will continue to promote and foster the development and improvement of the community and the civic, social, educational, cultural, economic, and industrial welfare of the City.

**SECTION 5.** That it is in the City’s best interests to continue to proceed to lease the properties or areas referenced or incorporated in the attached **Exhibit “A”** to Pan Isles, Inc. and to do so by way of the ongoing LEASE AGREEMENT with Pan Isles, Inc., as amended by the “Memorandum of Amendments” attached hereto as Exhibit “A” or in like or similar form thereto.

**SECTION 6.** That the Governing Authority hereby approves the “Memorandum of Amendments,” a copy being attached as **Exhibit “A”** or in similar form thereto, in connection with Pan Isles, Inc. continuing its docking of vessels and operation of its excursion business to Ship Island and further authorizes the Mayor to enter into and execute such “Memorandum of Amendments” on behalf of the City and to file, record, and deliver the same as needed or necessary.

**SECTION 7.** To provide for the immediate and temporary preservation of the public peace, health and safety, this Resolution shall be in full force and become effective immediately upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. For failure to be adopted unanimously, this Resolution shall take effect thirty (30) days after the date of passage.

The above and foregoing Resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, and was adopted by the following roll call vote:

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the Resolution adopted, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**MAYOR**

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the \_\_\_\_ day of \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AT THE 2021 PORT CITY BOWL, AND FOR RELATED PURPOSES**

**WHEREAS**, the Port City Bowl, a season kick off night of football featuring Gulfport High School and Harrison Central High School and two other regional high schools, scheduled to be played on August 27, 2021, and expected to draw approximately 10,000 persons to the City of Gulfport and its environs; and

**WHEREAS**, the City of Gulfport receives priceless advertising of its opportunities, possibilities and resources as a result of the Port City Bowl, which is hoped to become an annual event hosted, in alternating years, by Gulfport High School and Harrison Central High School; and

**WHEREAS**, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to show appreciation and promote the City of Gulfport to individuals from around the State who attend the two football games; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$5,000.00 to support the Port City Bowl serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

**Section 2.** That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the amount of Five Thousand Dollars (\$5,000.00), via special check (if necessary),



payable to the Gulfport School District for the 2021 Port City Bowl to be used to advertise the event and the City of Gulfport for the reasons set forth in the Preamble hereto.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by \_\_\_\_\_, 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 \_\_\_\_\_, 2021.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

\_\_\_\_\_  
**MAYOR**



## **Gulfport Athletic Department**

**Bryan Caldwell, Director of Athletics**

March 22, 2021

Mayor Billy Hewes  
City of Gulfport  
2309 15th Street  
Gulfport, MS

Mayor Hewes:

On behalf of the Athletic Departments of the Gulfport School District and Harrison Co. School District, I request the support of the City of Gulfport for the fourth annual "*Port City Bowl*." The event returns after a one year absence due to COVID-19 restrictions.

The Port City Bowl is a high school football doubleheader scheduled for Friday, August 27, 2021 at Milner Stadium. Harrison Central will play Oak Grove High School; Gulfport will host George Co. Not only will this event serve as the "kick-off" for the upcoming high school football season, it will draw high school fans from two visiting schools into our community. The Port City Bowl is an event the entire city can embrace.

We request a Port City Bowl sponsorship in the amount of \$5,000. As a sponsor, the City of Gulfport logo will appear on 1,200 t-shirts provided to the teams, cheerleaders, and bands of all four schools. Additionally, announcements will be made each quarter of both games acknowledging your support. Your support helps us to underwrite the expenses of this event.

We are excited to continue this partnership between the two largest high schools in Gulfport. I hope the City of Gulfport will join us in this worthy endeavor.

Sincerely,

Bryan Caldwell  
Director of Athletics

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 18<sup>th</sup> day of May, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport's Police Department regularly participates in and/or sponsors functions, events and community outreach efforts intended to promote a good relationship between the City and the community that it serves; and

**WHEREAS**, the Department desires to purchase various items in support of a number of events that it sponsors as more fully outlined in the attached documentation; and

**WHEREAS**, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that, pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003), an expenditure of approximately \$2,060.00 for the purchase of items for events such as outreach programs and recruiting events.

**WHEREAS**, the items identified in the attached documentation serve the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

**Section 2.** That the City of Gulfport, by and through the Police Department, is hereby authorized to expend municipal funds in the approximate amount of \$2,060.00 for items such as challenge coins.

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 \_\_\_\_\_, 2021.

(SEAL)

**ATTEST:**

**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

\_\_\_\_\_  
**MAYOR**

# Memorandum - City of Gulfport

## Purchasing

**To:** The Honorable Mayor and City Council

**From:** Jessica Versiga, Procurement Specialist

**Date:** May 7, 2021

**Re: Request Permission to Purchase Promotional Items  
Police Department**

---

The Police Department is requesting permission to purchase promotional items for City upcoming events for 2021. The Gulfport Police Department frequently engages and participates in activities for the citizens of Gulfport such as outreach programs within the City of Gulfport, other cities, and agencies. The Police Department participates in recruiting events and promotion of the agency. These events are scheduled monthly as needed from May through December.

We are requesting your approval to purchase promotional items to support the above mentioned events such as challenge coins. The total cost is approximately \$2,060.00.

Request City Council make a finding that the purchase of such promotional items be spread across the minutes in accordance with the following provision in the MS Code. (See attached resolution).

Miss. Code Ann. §17-3-3 (Rev. 2003) provides,

“Advertising pursuant to Section 17-3-1 shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county.”

Thank you for your consideration.





March 11, 2021

Gulfport City Council  
PO Box 1780  
Gulfport, MS 39502

Re: In-kind donation request

Dear City Council:

The American Cancer Society's Shuck Cancer Gulf Coast will be making its debut on June 11, 2021 at the Barksdale Pavilion (application pending) in Jones Park. It is vital that cancer patients stay on track with their care and don't miss medical appointments or treatments. The funds raised from this lively oyster-filled fete will benefit the American Cancer Society's Community Transportation Grant Program. Memorial Hospital and Singing River Health Systems are present recipients of this grant.

The event will feature oysters from Half Shell Oyster House, craft beer, wine pairings and other coastal cuisines. We will honor outstanding community leaders who have committed to fight cancer and help raise awareness by raising funds for access to care for the American Cancer Society.

The Shuck Cancer Gulf Coast Committee are asking the City of Gulfport to partner with us by donating the use of the 47x24 stage with sound wings. The City of Gulfport will receive the following benefits for this in-kind donation.

- City listed as the official stage sponsor for Shuck Cancer Gulf Coast on event website, program and social media.
- Banner displayed on stage. (banner supplied by city)
- 8 tickets to Shuck Cancer Gulf Coast with invitation to Patron Party.
- Verbal recognition at the Shuck Cancer event

We thank you for your time and consideration.

Sincerely,  
Shuck Cancer Gulf Coast Committee

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 \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE AMERICAN CANCER SOCIETY'S SHUCK CANCER EVENT, AND FOR RELATED PURPOSES**

**WHEREAS**, the American Cancer Society plan to hold a fund raiser event at the Barksdale Pavilion at Jones Park on June 11, 2021, to benefit their Community Transportation Grant Program, a program which presently awards grants to Memorial Hospital at Gulfport and the Singing River Health System; and

**WHEREAS**, the American Cancer Society has requested that the City provide an in-kind contribution in benefit of its Community Transportation Grant Program in the form of a fee waiver for the use of the large stage during the June 11, 2021, "Shuck Cancer" event; and

**WHEREAS**, City of Gulfport receives advertising thru the advance promotion of this event which serves to benefit cancer patients in Gulfport and Mississippi Coast; and

**WHEREAS**, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation of the use of the large stage to the American Cancer Society in support of the Shuck Cancer Gulf Coast event serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

**Section 2.** That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the large stage to the American Cancer Society in support of the Shuck Cancer Gulf Coast event and the City of Gulfport.

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

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

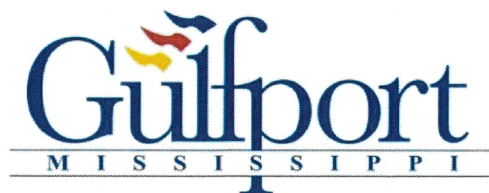
\_\_\_\_\_  
**CLERK OF THE COUNCIL**

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

\_\_\_\_\_  
**MAYOR**



DEPARTMENT OF  
LEISURE SERVICES

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5881  
Fax: 228-868-5883

To: Mayor Billy Hewes  
Dr. John Kelly, CAO  
City Council

Joseph T. Jones  
1422 23<sup>rd</sup> Avenue  
Gulfport, MS 39502

From: Gus Wesson, Director of Leisure Services

Date: May 10<sup>th</sup>, 2021

Re: **American Cancer Society Request for In-Kind Donation of Stage for the Shuck Cancer Gulf Coast Event on June 11, 2021**

---

Please see attached letter from the American Cancer Society Shuck Cancer Gulf Coast Committee, requesting use of the large stage as an in-kind donation for the Shuck Cancer Gulf Coast Event at the Barksdale Pavilion on June 11, 2021. In return, the City of Gulfport will receive benefits for this in-kind donation; these benefits are listed in the attached letter.

If you have any questions, please feel free to contact us.

A handwritten signature in black ink, appearing to read "Gus Wesson", is written over a horizontal line.

Gus Wesson

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 \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE WEST GULFPORT CIVIC CLUBS' SUMMER YOUTH ENRICHMENT PROGRAM, AND FOR RELATED PURPOSES**

**WHEREAS**, the West Gulfport Civic Club intends to reintroduce its Summer Youth Enrichment Program, a free summer camp for our youth, and hold the same at the Gaston Point Community Center from June 1, 2021, through July 9; and

**WHEREAS**, the West Gulfport Civic Club has requested that the City provide an in-kind contribution in benefit of its summer program offering in the form of a fee waiver for the use of the Gaston Point Community Center as the program's home during the stated dates; and

**WHEREAS**, City of Gulfport receives advertising thru the advance promotion of this annual offering to benefit the children of Gulfport and the Mississippi Coast; and

**WHEREAS**, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation of the use of the Gaston Point Community Center to the West Gulfport Civic Club in support of the 2021 Summer Youth Enrichment Program serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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



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

**Section 2.** That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the Gaston Point Community Center to the West Gulfport Civic Club in support of the 2021 Summer Youth Enrichment Program and the City of Gulfport.

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

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(SEAL)

**ATTEST:**

**ADOPTED:**

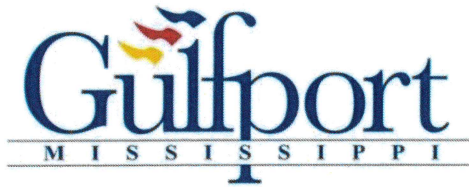
\_\_\_\_\_  
**CLERK OF THE COUNCIL**

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

\_\_\_\_\_  
**MAYOR**



DEPARTMENT OF  
LEISURE SERVICES

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5881  
Fax: 228-868-5883

Joseph T. Jones  
1422 23<sup>rd</sup> Avenue  
Gulfport, MS 39502

To: Mayor Billy Hewes  
Dr. John Kelly, CAO  
City Council

From: Gus Wesson, Director of Leisure Services

Date: April 26, 2021

Re: Letter Requesting the Use of the Gaston Point Community Center

---

The West Gulfport Civic Club requests the use of the Gaston Point Community Center to hold their annual Summer Youth Enrichment Program from June 1 – July 9, 2021. Attached is a letter from Jeanine Handy requesting use of the facility. We support a fee waiver for this request.

Thank you for your review and consideration of this request. If you have any questions, please contact me anytime.

A handwritten signature in black ink, appearing to read "Gus Wesson", written over a horizontal line.

Gus Wesson

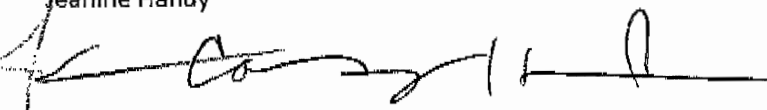
To Whom It May Concern:

I Jeanine Handy, on behalf of Extend Hand Help Friend/West Gulfport Civic Club will like to reintroduce Summer Youth Enrichment Program. I Jeanine Handy will be the Director. The camp will start June 1, 2021 to July 9<sup>th</sup>, 2021 from 8am-1pm Monday thru Friday. This program is great for kids to spend there summer morning. The camp is free of charge. The camp will provide breakfast and lunch for the kids attending camp. We have a great summer lined up for the kids to engage in fun activities. We will have art projects, guest speakers, physical activities in the gym and field trips scheduled for the kids as well.

We also will continue to practice safety precaution during Covid-19. And abide by CDC rules for summer camps, social distancing, having outside activities and make sure the building is kept cleaned at all times.

Sincerely,

Jeanine Handy



540-604-8036

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 \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING  
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE  
TO THE SPREAD OF COVID-19 AND POTENTIAL ASSOCIATED IMPACTS WHICH  
THREATEN TO AFFECT AREAS WITHIN THE CITY, AND FOR RELATED  
PURPOSES**

**WHEREAS**, on March 15, 2020, the Mayor of the City of Gulfport, Mississippi, proclaimed the existence of a “Civil Emergency” pursuant to authority of §45-17-3, *et seq.*, *Miss. Code Ann.* and the existence of a “Local Emergency” pursuant to authority of § 33-15-17(d), *et seq.*, *Miss. Code Ann.* and related statutes due to the spread of Covid-19, a novel coronavirus, within Mississippi and surrounding areas and the potential impacts thereof (illness, injury and death) which threaten to commence in the area and impact an area that includes the City of Gulfport, Mississippi (the “Civil Emergency” and the “Local Emergency” shall hereinafter be referred to collectively as the “State of Emergency”); and

**WHEREAS**, the Gulfport City Council, on March 17, 2020, on April 7, 2020, on April 21, 2020, on May 19, 2020, on June 16, 2020, on July 7, 2020, on August 4, 2020, on August 18, 2020, on September 8, 2020, on October 6, 2020, on November 3, 2020, on November 17, 2020, on December 8, 2020, January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, and on May 4, 2021, acted to confirm and extend the aforementioned State of Emergency; and

**WHEREAS**, because of the “State of Emergency” due to the aforesaid spread of Covid-19 and potential impacts thereof, Mayor Billy Hewes invoked emergency management provisions, including, without limitation, those set out in a Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened

or Existing Public Health Emergency (Covid-19), and the Governor of the State of Mississippi declared that the State of Mississippi is, likewise, under a “State of Emergency”; and

**WHEREAS**, further, due to said “State of Emergency”, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and

**WHEREAS**, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need exists for continuing local emergency management and associated relief from Federal and State agencies to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof, and shall continue until the Mayor and/or Governing Authority determines that conditions warrant the termination thereof.

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

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

**SECTION 2.** That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof.

**SECTION 3.** That a state emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including emergency expenditures, coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of emergency by the Mayor or the Governing Authority, subject to review by the Governing Authority within thirty (30) days hereof.

**SECTION 5.** This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

**SECTION 6.** This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Mayor or Governing Authority declares that a state of emergency no longer exists in the City of Gulfport, or until otherwise terminated according to law.

**SECTION 7.** The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

**AYES**

**NAYS**

**ABSENT**



**WHEREUPON**, the President declared the motion carried and the Resolution adopted,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**MAYOR**

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING  
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE  
TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT, AND  
FOR RELATED PURPOSES**

**WHEREAS**, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

**WHEREAS**, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

**WHEREAS**, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, and on May 4, 2021, acted to confirm and extend the aforementioned State of Emergency; and

**WHEREAS**, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

**SECTION 2.** That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

**SECTION 3.** That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

**SECTION 5.** This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

**SECTION 6.** This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

**SECTION 7.** The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**MAYOR**

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the following Resolution:

**A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT (2021 CHANDY FEST), AND FOR RELATED PURPOSES**

**WHEREAS**, Miss. Code Ann. § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

**WHEREAS**, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

**WHEREAS**, from time to time, public events are held around the City, including the event which is the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

**WHEREAS**, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure, including closure to parked vehicles, so as to allow the City to make an informed decision about the need for the closure; and

**WHEREAS**, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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

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

**SECTION 2.** That the portion of street identified in Exhibit “A” hereto shall be closed for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), including to parked vehicles, in order to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

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

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

**AYES**

**NAYS**

**ABSENT**



**WHEREUPON**, the President declared the motion carried and the Resolution adopted,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**(SEAL)**

**ATTEST:**

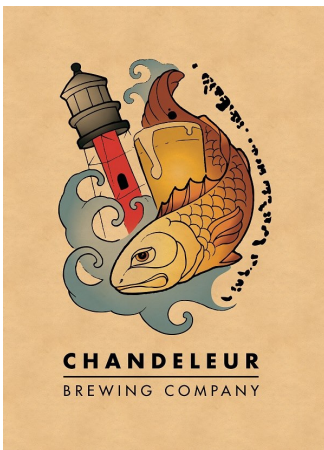
**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**MAYOR**



## Chandeleur Brewing Bed Race Saturday May 22, 2021

### Bed Race Road Closures with Barricades:

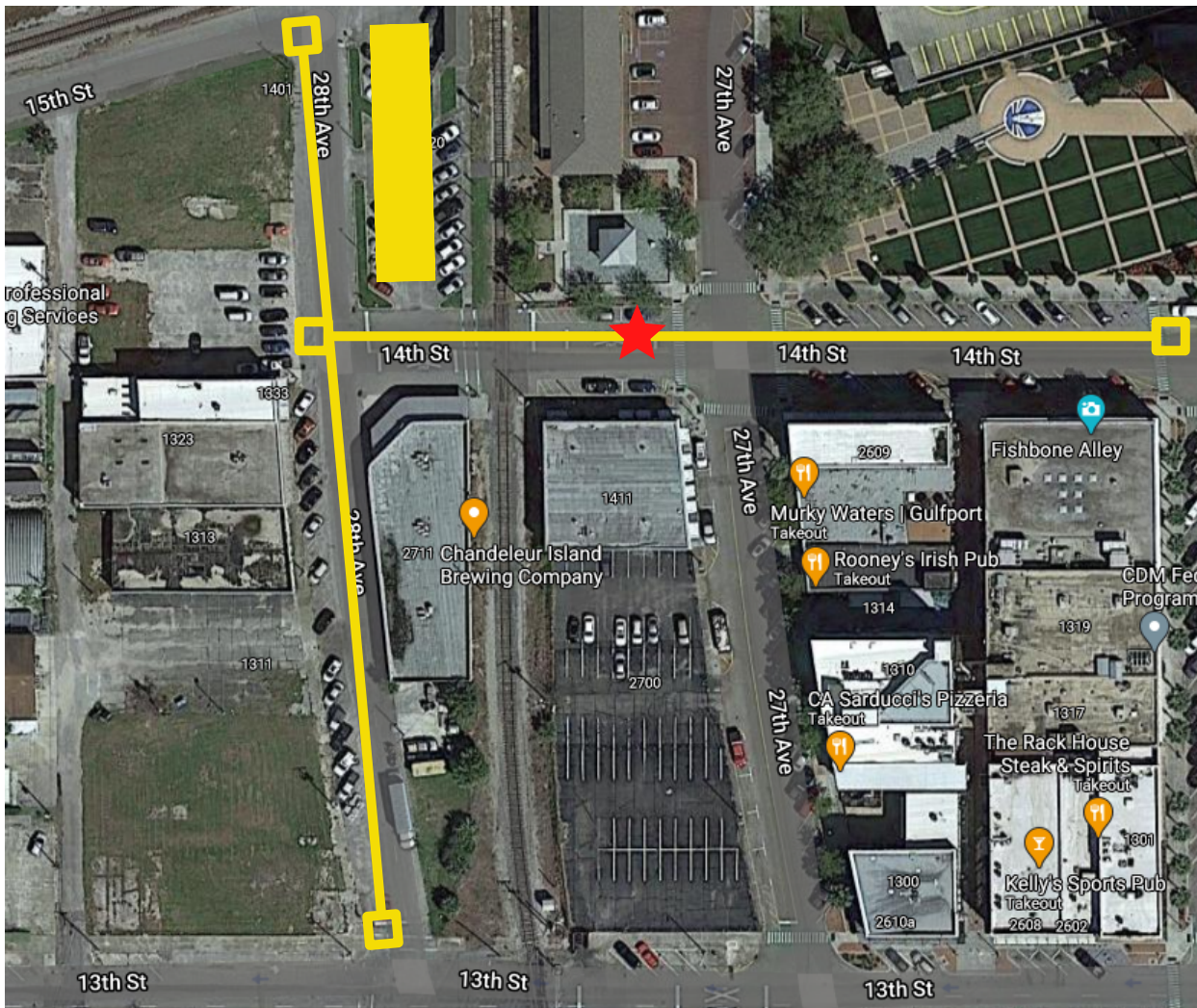
Saturday May 22

1:00pm - 4:00pm

14th St from 26th Ave - 27th Ave

After the Bed Race the Road Closure will be moved  
from 26th Ave to 27th Ave (west side of street)

To continue with ChandyFest



### Road Closures with Barricades & No Parking Signage:

A grand total of 16 Barricades  
delivered to the parking lot

Signage will be installed 72  
hours in advance of the event

★ 27th Avenue access will only  
be closed during the actual  
Bed Race from 2 - 4pm

28th Ave & 14th St from 27th  
Ave to 28th Ave will remain  
closed for ChandyFest



May 6, 2021

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

RE: Street Closure date for Chandeaur Brewery Annual Bed Race

Dear Council Members:

A special event is being planned by Chandeaur Brewery scheduled for the Saturday, May 22, to celebrate their 6<sup>th</sup> anniversary. Please note that the owners of Chandeaur Brewery decided to have the race after the ChandyFest road closure was approved on April 8, 2021. This road closure request is in addition to the approved road closures.

We are requesting approval to close the following roads for Annual Bed Race, information is as follows:

**Annual Bed Race**

Location: Close 14<sup>th</sup> Street between 27<sup>th</sup> Avenue & 26<sup>th</sup> Avenue  
Access to cross 27<sup>th</sup> Avenue will be closed during the race  
Date: May 22, 2021  
Time: 1:00 pm to 4:00 pm

Citing Ordinance #2988 allowing enforcement of the No Parking restrictions in this area only

**Chandy Fest (approved via City Council on April 8, 2021)**

Location: Close 28<sup>th</sup> Avenue between 13<sup>th</sup> & the railroad  
Close 14<sup>th</sup> Street from 28<sup>th</sup> Avenue to 27<sup>th</sup> Avenue  
Close access to the parking lot north of Chandeaur Brewery  
Date: May 22, 2021  
Time: 8:00 pm to 10:00 pm

Thank you for your consideration of this request.

Sincerely,

*Laurie Toups*

Gulfport Main Street Director

Cc: Officer Paul Podlin, Gulfport PD  
Gina Prather, Chandeaur Brewing Co.



**DEPARTMENT OF  
LEISURE SERVICES**

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5881  
Fax: 228-868-5883

Jones Building  
1422 23<sup>rd</sup> Avenue  
Gulfport, MS 39501

To: Travis Hart, Finance Manager

From: Gus Wesson, Director

Date: April 09, 2021

Subject: Budget Amendment to reimburse Leisure Services and Marina

---

The Department of Leisure Services is requesting a Budget Amendment to reimburse Leisure services accounts and Marina account for Hurricane Zeta repairs.

Leisure services accounts

|                           |              |
|---------------------------|--------------|
| Bldg materials 411-611000 | \$ 6,057.71  |
| Repairs 411-612200        | \$ 47,497.46 |
| Athletics 411-613100      | \$ 24,563.61 |
| Contractual 411-620900    | \$ 71,215.20 |

Total Leisure Services \$ 149,333.98

Marina accounts

|                           |              |
|---------------------------|--------------|
| Bldg Materials 445-611000 | \$ 14,874.96 |
| Repairs 445-612200        | \$ 82,120.92 |
| Contractual 445-620900    | \$ 33,417.00 |

Total Marina \$ 130,412.88

Should you have any questions or issues, please feel free to contact me.

A handwritten signature in black ink, appearing to read "Gus Wesson", written over a horizontal line.

Gus Wesson



# City of Gulfport

## Budget Amendment Request

|                 |                  |                |          |
|-----------------|------------------|----------------|----------|
| Fund Name       | General / Harbor | Date           | 05/10/21 |
| Department #    | 411 / 445        | Budget Entry # | 2021-64  |
| Department Name | Leisure Services |                |          |

|                | Original Budget | Prior Amendments | This Amendment | Revised Budget |
|----------------|-----------------|------------------|----------------|----------------|
| 411            |                 |                  |                |                |
| Personnel      | -               | -                | -              | -              |
| Supplies       | 497,423         | 1,283            | 78,119         | 576,825        |
| Other Services | 1,936,439       | -                | 71,215         | 2,007,654      |
| Capital        | -               | -                | -              | -              |
| Total          | 2,433,862       | 1,283            | 149,334        | 2,584,479      |
| 445            |                 |                  |                |                |
| Personnel      | -               | -                | -              | -              |
| Supplies       | 394,657         | 169,320          | 96,996         | 660,973        |
| Other Services | 366,186         | 346,469          | 33,417         | 746,072        |
| Capital        | -               | -                | -              | -              |
| Total          | 760,844         | 515,789          | 130,413        | 1,407,045      |

The Department of Leisure Services is requesting a Budget Amendment to reimburse Leisure Services accounts and Marina accounts for Hurricane Zeta Repair Expenditures.

Amendment # 2021-64





DEPARTMENT OF  
PUBLIC WORKS &  
ENGINEERING

4050 Hewes Ave  
Gulfport, MS 39507  
Phone: 228-868-5740  
Fax: 228-214-2238

## Budget Amendment

**To:** Travis Hart, CPA, Finance

**CC:** Mayor Billy Hewes  
Dr. John Kelly, CAO

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

WEM

**Date:** May 6, 2021

**Subject:** Budget Amendment to Place Funds from Sale of Scrap Metal into Maintenance Garage Account

| AMOUNT       | TO                                                 |
|--------------|----------------------------------------------------|
| \$(1,910.80) | 010-560100 (General Fund, Other Revenues)          |
| \$1,910.80   | 335-610700 (Maintenance Garage Operating Supplies) |
|              |                                                    |
| \$0          |                                                    |

The Department of Public Works is requesting that the funds acquired through the sale of scrap steel, originally placed into the General Fund, be transferred into the above listed Maintenance Garage Operating Supplies account.

On 05/05/2021 the City of Gulfport received two checks (#13027845 totaling \$1,031.90 and #13027846 totaling \$878.90) from Southern Recycling for the sale of scrap metal.

These funds were generated due to the diligent effort of the Maintenance Department staff in an effort to save money. Therefore, the Maintenance Department is requesting that the funds acquired through the sale be placed into the Maintenance Departments budget, specifically account #335-610700.

I hereby recommend this budget amendment.

Please place on the May 18, 2021 City Council Agenda.

Payment Barcode

CHECK NO 13027846  
CHECK DATE 05/05/2021  
VENDOR NO LGUL608

Southern Recycling  
10032 Southpark Drive, Gulfport, Mississippi, 39503

NAME CITY OF GULFPORT

Paid Tickets

| Date     | Ticket  | D.Note | Commodity | Qty | gross    | tare     | net      | Rate          | Ded. | Total    |
|----------|---------|--------|-----------|-----|----------|----------|----------|---------------|------|----------|
| 5/5/2021 | 7458471 |        | FRAG FEED |     | 33060 LB | 22720 LB | 10340 LB | 170.0000 / NT |      | \$878.90 |
|          |         |        |           |     |          |          |          |               |      | \$878.90 |

Paid Other Items

Payment Breakdown Details

| Paid By     | ATM Card No | Check No | Amount |
|-------------|-------------|----------|--------|
| Auto Cheque |             | 13027846 | 878.90 |
|             |             |          | 878.90 |

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

**Southern Recycling**

902 Julia Street  
New Orleans, LA 70113

PNC BANK, N.A. 060  
New Jersey

55-277/312

CHECK NO 13027846  
DATE 5/5/2021

PAY EIGHT HUNDRED SEVENTY EIGHT DOLLARS AND NINETY CENTS ONLY

AMOUNT \*\*\*\*\*878.90

TO THE  
ORDER OF

CITY OF GULFPORT  
ATTN: COMPTROLLERS OFFICE  
1422 23RD AVENUE  
GULFPORT, MS 39501

VOID AFTER 90 DAYS

Authorized Signatory

Authorized Signatory

13027846 031202770 8026234442

Payment Barcode

CHECK NO 13027845  
CHECK DATE 05/05/2021  
VENDOR NO LGUL608

Southern Recycling  
10032 Southpark Drive, Gulfport, Mississippi, 39503

NAME CITY OF GULFPORT

Paid Tickets

| Date     | Ticket  | D.Note | Commodity        | Qty | gross    | tare     | net      | Rate          | Ded. | Total      |
|----------|---------|--------|------------------|-----|----------|----------|----------|---------------|------|------------|
| 5/5/2021 | 7458460 |        | FRAG FEED        |     | 36000 LB | 23860 LB | 12140 LB | 170.0000 / NT |      | \$1,031.90 |
| 5/5/2021 | 7458460 |        | WEIGHT DEDUCTION |     |          |          | 1000 LB  | 0.0000 / LB   |      | \$0.00     |
|          |         |        |                  |     |          |          |          |               |      | \$1,031.90 |

Paid Other Items

Payment Breakdown Details

| Paid By     | ATM Card No | Check No | Amount   |
|-------------|-------------|----------|----------|
| Auto Cheque |             | 13027845 | 1,031.90 |
|             |             |          | 1,031.90 |

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

Southern Recycling

902 Julia Street  
New Orleans, LA 70113

PNC BANK, N.A. 060  
New Jersey

55-277/312

CHECK NO 13027845  
DATE 5/5/2021

PAY ONE THOUSAND THIRTY ONE DOLLARS AND NINETY CENTS ONLY

AMOUNT \*\*\*\*\*1031.90

TO THE  
ORDER OF

CITY OF GULFPORT  
ATTN: COMPTROLLERS OFFICE  
1422 23RD AVENUE  
GULFPORT, MS 39501

VOID AFTER 90 DAYS

Authorized Signatory

Authorized Signatory

13027845 031202770 8026234442

# City of Gulfport

## Budget Amendment Request

|                    |                 |                  |                |                |
|--------------------|-----------------|------------------|----------------|----------------|
| Fund Name          | General         |                  | Date           | 05/11/21       |
| Department #       | 335             |                  | Budget Entry # | 2021-65        |
| Department Name    | Public Works    |                  |                |                |
|                    |                 |                  |                |                |
|                    | Original Budget | Prior Amendments | This Amendment | Revised Budget |
| Personnel          | -               | -                | -              | -              |
| Supplies           | 40,637          | 10,845           | 1,911          | 53,393         |
| Other Services     | -               | -                | -              | -              |
| Capital            | -               | -                | -              | -              |
| Total              | 40,637          | 10,845           | 1,911          | 53,393         |
| Revenue 010-560100 | 113,435         | -                | 1,911          | 115,346        |

The Department of Public Works is requesting that the funds acquired through the sale of scrap steel be transferred into the above listed Maintenance Garage Operating Supplies account.

Amendment # 2021-65

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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** MAY 10, 2021

**To:** Mayor Billy Hewes  
City Council Members

**From:** Greg Pietrangelo, Director  
Department of Urban Development

**Re:** Resolutions Awarding Bids For Lot Clean-Up and/or Demolitions 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 18<sup>th</sup> Day Of May, 2021.

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**Please place the attached item on the above referenced council agenda for  
resolutions awarding bids.**

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 **18th** day of **May, 2021**, 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: 0811L-04-137.000. Lots 1 To 3 Less 25 Ft Off W End Of Lot 3 Blk 174 Original Gulfport. Awarded To 860 Property Maintenance For \$250.00 To Cut & Clean The Property, Overgrown Property. From Site Located At 30th Ave. (13th & 30th Llc) Case: 7008
- Parcel 2: 0909K-02-046.000. Lot 6 Blk 85 Gulfport Bayou View Subd 4th Add Sec 23-7-11. Awarded To 860 Property Maintenance For \$450 To Cut & Clean The Property, Remove And Haul Off Tree. From Site Located At 55th St. (Pike Brandon & Christina) Case: 7336
- Parcel 3: 0808O-02-084.000. Lot 12 Bel-Aire Subd 7th Add. Awarded To L & M Lawn Care For \$1487.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Repair/Remove Fence. From Site Located At 123 Ralph Dr. (Slade Barbara L -Est-) Case: 7245
- Parcel 4: 0808O-02-096.000. Lot 109 Bel-Aire Subd 7th Add. Awarded To 860 Property Maintenance For \$350.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Remove/Haul Off All Trash & Debris, Remove Clutter And Debris, Remove Clutter From Carport. From Site Located At 106 Ralph Dr. (Sudduth Ben F) Case: 7247
- Parcel 5: 0808H-02-088.049. Lot 49 Harmony Subd Sec 3-7-11. Awarded To 860 Property Maintenance For \$245.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Remove/Haul Off All Trash & Debris, Repair/Remove



Fence. From Site Located At 11972 Stage Dr. (Building Homes For Heroes Inc)  
Case: 7209

Parcel 6: 0808B-02-029.000. Lot 19 Briarwood South Subd Replat Sec 3-7-11. Awarded To  
L & M Lawn Care For \$3680.00 To Demolish Structure. From Site Located At  
14438 Rhonda Ct. (Gilley Jerry E & Brenda K Etal) Case: 7228

Parcel 7: 0808B-02-030.000. Lot 18 Briarwood South Subd Replat Sec 3-7-11. Awarded To  
L & M Lawn Care For \$2,000.00 To Demolish Structure. From Site Located At  
Rhonda Ct. (Gilley Jerry E & Brenda K Etal) Case: 7229

**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 \_\_\_\_\_, 2021.

(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 \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
MAYOR

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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** MAY 10, 2021  
**To:** Mayor Billy Hewes  
City Council Members  
**From:** Department of Urban Development  
Code Enforcement  
**Subject:** Awarding Of Bids

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**RE: Resolution 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:**

WARD 1

Parcel 1: 0811L-04-137.000. Lots 1 To 3 Less 25 Ft Off W End Of Lot 3 Blk 174 Original Gulfport. Awarded To 860 Property Maintenance For \$250.00 To Cut & Clean The Property, Overgrown Property. From Site Located At 30th Ave. (13th & 30th Llc) Case: 7008

WARD 4

Parcel 2: 0909K-02-046.000. Lot 6 Blk 85 Gulfport Bayou View Subd 4th Add Sec 23-7-11. Awarded To 860 Property Maintenance For \$450 To Cut & Clean The Property, Remove And Haul Off Tree. From Site Located At 55th St. (Pike Brandon & Christina) Case: 7336

WARD 5

Parcel 3: 0808O-02-084.000. Lot 12 Bel-Aire Subd 7th Add. Awarded To L & M Lawn Care For \$1487.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Repair/Remove Fence. From Site Located At 123 Ralph Dr. (Slade Barbara L -Est-) Case: 7245

Parcel 4: 0808O-02-096.000. Lot 109 Bel-Aire Subd 7th Add. Awarded To 860 Property Maintenance For \$350.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Remove/Haul Off All Trash & Debris, Remove Clutter And Debris, Remove Clutter From Carport. From Site Located At 106 Ralph Dr. (Sudduth Ben F) Case: 7247

WARD 6

Parcel 5: 0808H-02-088.049. Lot 49 Harmony Subd Sec 3-7-11. Awarded To 860 Property Maintenance For \$245.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, & Trees, Remove/Haul Off All Trash & Debris, Repair/Remove Fence. From Site Located At 11972 Stage Dr. (Building Homes For Heroes Inc) Case: 7209

WARD 7

- Parcel 6: 0808B-02-029.000. Lot 19 Briarwood South Subd Replat Sec 3-7-11. Awarded To L & M Lawn Care For \$3680.00 To Demolish Structure. From Site Located At 14438 Rhonda Ct. (Gilley Jerry E & Brenda K Etal) Case: 7228
- Parcel 7: 0808B-02-030.000. Lot 18 Briarwood South Subd Replat Sec 3-7-11. Awarded To L & M Lawn Care For \$2,000.00 To Demolish Structure. From Site Located At Rhonda Ct. (Gilley Jerry E & Brenda K Etal) Case: 7229

**TOTAL: \$ 8,462**

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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** MAY 7, 2021

**To:** Mayor Billy Hewes  
City Council Members

**From:** Linda Allen (Department of Urban Development)

**Re:** Privilege License Report – for the month of April, 2021 – to be made a part of the minutes.

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The attached report of Privilege Licenses issued by the City of Gulfport for the period of April 1<sup>st</sup> through April 30<sup>th</sup>, 2021 to be presented to the City Council on the 18<sup>th</sup> day of May, 2021 per Mississippi Code § 27-17-501.

| Customer Name                      | Customer Address          | Amount   | Post Date  |
|------------------------------------|---------------------------|----------|------------|
| TOTAL WOMAN HAIR SALON             | 204 COURTHOUSE STE C      | \$22.00  | 04/01/2021 |
| MORREALE JULIE                     | 13540 JOE BILL RD         | \$11.60  | 04/01/2021 |
| TRIBBLE LOGAN                      | 17027 SAGO DR             | \$11.60  | 04/01/2021 |
| GHG GULFCOAST LLC                  | 10495 HWY 49 E            | \$20.88  | 04/01/2021 |
| CLEAN CUTZ BARBER SHOP             | 3005 17TH ST              | \$22.00  | 04/06/2021 |
| COASTAL ENT GROUP                  | 407 SECURITY SQUARE       | \$22.00  | 04/06/2021 |
| FIVE BELOW #6001                   | 701 MARKET ST             | \$82.50  | 04/06/2021 |
| JW QUICK STOP                      | 8261 ARKANSAS AVENUE      | \$38.50  | 04/06/2021 |
| KOI SUSHI JAPANESE STEAKHOUSE LLC  | 9422 HWY 49               | \$49.50  | 04/06/2021 |
| KRISPY KREME DOUGHNUT              | P O BOX 3272              | \$66.00  | 04/06/2021 |
| MCDONALD'S                         | 6520 SUNPLEX DR           | \$33.00  | 04/06/2021 |
| MOTEL 6                            | 9355 HWY 49               | \$52.80  | 04/06/2021 |
| SOUND SOLUTIONS                    | 2315 25TH AVENUE          | \$22.00  | 04/06/2021 |
| THE REAL ZACH RUSHING LLC          | 14480 SHRINERS BLVD       | \$22.00  | 04/06/2021 |
| TINA M GRAVES MSW LCSW LMFT PA     | 100 TERRI ROAD            | \$22.00  | 04/06/2021 |
| UNIQUE FINDS LLC                   | 309 WHITE HARBOR RD       | \$22.00  | 04/06/2021 |
| Z TRIP                             | 109 E 34TH ST             | \$22.00  | 04/06/2021 |
| GRACE HEALTHCARE LABORATORY INC    | 1120 BROAD AVENUE         | \$40.00  | 04/06/2021 |
| TERRA NOSTRA LLC                   | 11428 HWY 49 STE 103      | \$10.00  | 04/06/2021 |
| ESSENTIAL NO 9 LLC                 | P O BOX 2025              | \$10.00  | 04/06/2021 |
| DAY OCTAVIA NICHOLE                | 123 GAHAN DR              | \$10.00  | 04/06/2021 |
| A1 QUICK STOP INC                  | 2090 E PASS RD            | \$7.50   | 04/06/2021 |
| MIRACLE EAR OF LOUISIANA           | 5750 JOHNSTON ST #502     | \$22.00  | 04/08/2021 |
| PETIE'S EATS                       | 1621 30TH AVE             | \$33.00  | 04/08/2021 |
| POLISHED SALON AND SPA             | 1308 COLLEGE ST           | \$22.00  | 04/08/2021 |
| RACEWAY                            | 9151 HIGHWAY 49           | \$44.00  | 04/08/2021 |
| REGIONAL UROLOGY PLLC              | 129 DONNA STREET          | \$22.00  | 04/08/2021 |
| UP N SMOKE                         | 2905 25TH AVE STE B       | \$22.00  | 04/08/2021 |
| REDBOX AUTOMATED RETAIL LLC        | ONE TOWER LANE            | \$180.00 | 04/08/2021 |
| TYLER TAMMY CRAIG                  | P O BOX 4040              | \$10.00  | 04/08/2021 |
| SB GULFPORT LLC                    | 9265 HWY 49               | \$17.50  | 04/08/2021 |
| BRAIN GAMMAGE                      | 2705 WALTON DR            | \$10.00  | 04/08/2021 |
| A CUT ABOVE THE REST LLC           | 425 WINTER AVE            | \$10.00  | 04/08/2021 |
| WEEMS DESTINIE                     | 13380 WILLOW OAK CIR      | \$10.00  | 04/08/2021 |
| COASTLINE CARIBBEAN RESTAURANT LLC | 3205 HEWES AVENUE         | \$22.00  | 04/09/2021 |
| CHANGING TIDES VENDING LLC         | 412 ST CHARLES CT         | \$7.50   | 04/09/2021 |
| DUE SEASON TAX & WEDDING SERVICE   | 8286 LOUISIANA AVENUE     | \$22.00  | 04/12/2021 |
| TIRE KINGDOM #275                  | 11011 HWY 49              | \$82.50  | 04/12/2021 |
| MOORSCHOICE LLC                    | 350 PASS RD BOOTH 58 & 59 | \$10.00  | 04/12/2021 |
| COASTAL MEDICAL EQUIPMENT LLC      | 2720 PALMER DR #D1        | \$10.00  | 04/12/2021 |
| PULLIAM GREGORY S                  | 14403 SEAWAY RD           | \$10.00  | 04/13/2021 |
| BRUSHES SALON                      | 11568 CAROLINE CT         | \$22.00  | 04/14/2021 |
| DRESSED IN BLUE                    | 8927 LORRAINE RD #103     | \$35.75  | 04/14/2021 |



|                                          |                           |                   |            |
|------------------------------------------|---------------------------|-------------------|------------|
| AHLERS GABRIEL                           | 22270 HWY 603             | \$12.50           | 04/14/2021 |
| SHAH ROSHAN                              | 908 BURDONNE DR           | \$10.00           | 04/14/2021 |
| SHAH ROSHAN                              | 908 BURDONNE DR           | \$10.00           | 04/14/2021 |
| FEDERAL AUTOCAT RECYCLING LLC            | 10123 SOUTH PARK DRIVE    | \$33.00           | 04/16/2021 |
| LILLIE PAD                               | 350 PASS RD BOOTH 63 & 64 | \$10.00           | 04/16/2021 |
| BANANAS INC                              | 2251 E PASS RD            | \$864.00          | 04/19/2021 |
| WHEELER TYLER                            | 14120 DEDEAUX RD          | \$10.00           | 04/19/2021 |
| WHEELER TYLER                            | 14120 DEDEAUX RD          | (\$10.00)         | 04/19/2021 |
| WHEELER TYLER                            | 14120 DEDEAUX RD          | \$10.00           | 04/19/2021 |
| REGAL NAILS                              | 7013 SOUTHWIND DRIVE      | \$33.00           | 04/20/2021 |
| VERA BRADLEY AT GULFPORT PREMIUM OUTLETS | 10560 FACTORY SHOP BLVD   | \$82.50           | 04/21/2021 |
| HERNANDEZ CRYSTAL                        | 980 COURTHOUSE RD #1307   | \$22.00           | 04/22/2021 |
| MAGNOLIA CREEK MERCHANTILE               | 450 E PASS RD STE 1       | \$10.00           | 04/22/2021 |
| MS GULF COAST YOUTH FOR CHRIST           | 345 PASS RD               | \$10.00           | 04/22/2021 |
| AFFORDABLE TRAILER SALES                 | 14259 CREOSOTE RD         | \$22.00           | 04/23/2021 |
| MARTY'S TRAILER SALE INTERNET            | 12580 JOHN ROSS ROAD      | \$22.00           | 04/23/2021 |
| KEYS JANET                               | 4000 21ST STRET           | \$10.00           | 04/23/2021 |
| ALICE KLOSET                             | 350 PASS RD STE 61-62     | \$10.00           | 04/23/2021 |
| HARRIGILL RAY                            | 11428 HWY 49              | \$10.00           | 04/26/2021 |
| CPR PROFESSIONALS LLC                    | 200 PASS RD STE 5         | \$10.00           | 04/26/2021 |
| NETWORK OF WOMEN BUSINESS OWNERS         | 15196 BARBARA DR          | \$25.00           | 04/26/2021 |
| FLORES CARRERA CLAUDIA M                 | 440 E PASS RD UNIT A      | \$10.00           | 04/26/2021 |
| SHOWOFFS ALL STAR TWIRLERS               | 34 29TH ST STE A          | \$10.00           | 04/27/2021 |
| A NEW SLIMMER YOU                        | 11428 HWY 49 STE 105      | \$10.00           | 04/27/2021 |
| GUY RONALD                               | 3704 REYNOSA DR           | \$10.00           | 04/27/2021 |
| OROZCO LUZDARY                           | 1360 CHRIS LAKE DR        | \$15.00           | 04/27/2021 |
| GRIGSBY KELLY                            | 267 GRAHAM AVE            | \$10.00           | 04/27/2021 |
| S & B PAINTING                           | 617 LIZ CIR               | \$10.00           | 04/27/2021 |
| STEM TO STERN LAWN CARE                  | 2818 22ND AVE STE 11 & 12 | \$10.00           | 04/27/2021 |
| PARTY CITY #1050                         | 15212 CROSSROADS PKWY     | \$374.00          | 04/28/2021 |
| HUNG QUOC VU                             | 9175 HWY 49               | \$15.00           | 04/28/2021 |
| DOWN SOUTH REALTY                        | 3224 D AVE 3A             | \$10.00           | 04/28/2021 |
| AMERICAN READY MIX LLC                   | P.O.BOX 565               | \$22.00           | 04/29/2021 |
| MCINNIS SONZIE                           | 4606 MICHIGAN AVE         | \$10.00           | 04/29/2021 |
| FOUNDATION GAMING GROUP LLC              | 2310 19TH ST              | \$22.00           | 04/30/2021 |
| MSCO DEVELOPMENT LLC                     | 2310 19TH ST              | \$22.00           | 04/30/2021 |
| BKONIC LOOKS LLC                         | 12049 GEORGE ST           | \$10.00           | 04/30/2021 |
| <b>TOTAL:</b>                            |                           |                   |            |
|                                          |                           | <b>\$3,030.13</b> |            |

## LEGAL NOTICE

Notice is hereby given that the City of Gulfport will receive sealed bids until Ten O'clock a.m., Local Time, June 18, 2021 at the Office of Procurement, 1410 24<sup>th</sup> Avenue, 2<sup>nd</sup> Floor Hardy Bldg., Gulfport, MS 39501 for the Lyman Community Center Repair Construction Project (also referred to as the "Lyman Community Center Moisture Mitigation Repair Project"). This project involves reworking of the existing standing seam metal roof, to include, but not be limited to, installation and replacement of worn out fasteners, washer connections, etc. that are causing moisture infiltration issues, as well as providing an increased roof slope on the lower roof areas to improve drainage and transitioning to other metal building components, downspouts, etc. to allow water to exit the building structure properly. This project also involves replacement of exterior existing stucco type material with a proper multi-layer stucco system that will provide an aesthetic long-term exterior finish in select areas.

Bidding documents are available via paper copy or PDF for a charge of \$100 (hard copy) or \$75 (digital) Plan House Printing- Gulfport, MS. Plan holders are required to log-in or register for an account at [www.lpkplanroom.com](http://www.lpkplanroom.com) to view and order Bidding Documents. All plan holders are required to have a valid email address for registration. The cost for the bidding documents is non-refundable and must be purchased through the website. For questions regarding website registration and online orders please contact Plan House Printing at (228) 248-0181.

"The City of Gulfport now offers Electronic Bidding. Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic bids and/or reverse auction bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814."

Proposals shall be submitted in duplicate on form provided and accompanied by a Bid Bond or Security in an amount equal to at least 5% of the amount of the submitted Base Proposal. Such security to be forfeited as liquidated damages, not penalty, by any bidder who fails to carry out the terms of the accepted Bid and/or execute the Contract and Post Performance and Payment Bond as required within the time specified.

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.

The project will be awarded to the lowest and best bidder. However, the owner reserves the right to accept or reject any or all bids or to waive any informality. The successful bidder must adhere to the Owner's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

The City of Gulfport reserves the right to accept or reject any or all proposals and to waive technicalities if deemed to be in the best interest of the City of Gulfport.

The owner is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Owner's office prior to the bid opening at the time, date and location listed above.

Proposals may be held by the City of Gulfport, Mississippi, for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids.

**Direct contact with any City employee, including the Mayor, Administration and City Council on the subject of this bid is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.**

Publish in the Legal Section on: 5/19/21 & 5/26/21

Send Invoice & Proof of publication to: Procurement Office  
Jessica Versiga  
P. O. Box 1780  
Gulfport, MS 39502-1780

**CITY OF GULFPORT  
REPAIR AND REPLACEMENT  
UNIT PRICE PROJECT**

The City of Gulfport is seeking sealed bids for Repair & Replacement Unit Price Project. Sealed bids will be received in the Office of Procurement located at 1410 24<sup>th</sup> Avenue, Hardy Building, 2<sup>nd</sup> Floor, Gulfport, MS 39501 until 10:00 a.m., local time on June 21, 2021 either by mail or hand delivery, after which time they will be opened and read aloud.

The City of Gulfport Public Works Department frequently has the need for utility, sitework, and road construction work resulting from emergency conditions, maintenance of existing systems, and expansion of existing systems. To accommodate this need, the City is seeking to contract with a company that has sufficient experience, personnel, and equipment to accomplish these types of construction services.

Plans and specifications may be obtained from the Procurement Office, 1410 24<sup>th</sup> Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

“The City of Gulfport now offers Electronic Bidding. Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic bids and/or reverse auction bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.”

Questions – All questions regarding this bid should be directed via fax to (228) 868-5704 or email [purchasing@gulfport-ms.gov](mailto:purchasing@gulfport-ms.gov). All questions must be submitted *in writing*; telephonic inquiries will not be considered.

The City is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Office of Procurement prior to the bid opening at the time, date and location listed above.

The project will be awarded to the lowest and best bidder. However, the City of Gulfport reserves the right to accept or reject any or all bids or to waive any informality.

The successful bidder must adhere to the City’s policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

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

**Direct contact with any City employee, GRC Commissioners, including Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.**

Publication Dates: 05-20-21 & 05-27-21

**Send Invoice & Proof of Publication to:**

**Purchasing Department  
City of Gulfport  
P. O. Box 1780  
Gulfport, MS 39502-1780**



# Memorandum - City of Gulfport

## Purchasing

**To:** The Honorable Mayor and City Council

**From:** Terri Goad, Procurement Specialist

**Date:** April 30, 2021

**Re:** Mesh Wire Stainless Steel  
**Harbor / Leisure Services Department**

---

I have reviewed the quotes received on the above referenced item and find Direct Metals to be the lowest and best bid for a total amount of \$7,663.00.

I have issued Purchase Order #223163 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

---

**Mesh Wire Stainless Steel - Leisure Services - Harbor****PO# 223163**

| QTY                                                                                                                                      |    | Direct Metal | Edward J. Darby &<br>Son (Darby Wire<br>Mesh) | Goldin Metals, Inc. |
|------------------------------------------------------------------------------------------------------------------------------------------|----|--------------|-----------------------------------------------|---------------------|
| Stainless Steel (Minimum<br>T304) welded mesh wire /<br>hardware cloth with square<br>openings of 1/2 inch and in<br>rolls of 48" x 100" | 17 | \$ 7,123.00  | \$ 9,520.00                                   | \$ 12,492.45        |
|                                                                                                                                          |    |              |                                               |                     |
| Freight                                                                                                                                  |    | \$ 540.00    | \$ 700.00                                     | \$ 250.00           |
| Total                                                                                                                                    |    | \$ 7,663.00  | \$ 10,220.00                                  | \$ 12,742.45        |



**Compatibility Report for Auger.xls**  
**Run on 4/21/2020 13:32**

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

| <b>Minor loss of fidelity</b>                                                                                                                                                | <b># of occurrences</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Some cells or styles in this workbook contain formatting that is not supported by the selected file format. These formats will be converted to the closest format available. | 10                      |

**Version**

|               |
|---------------|
| Excel 97-2003 |
|---------------|

**100 HP Premium Efficiency Vertical Turbine Hollow Shaft Motor - Public Works - Water Wells****PO# 223081**

| QTY                                                                                          |   | Lyman Well Company<br>LLC | JH Wright &<br>Associates | Bay Motor Winding<br>Inc. |
|----------------------------------------------------------------------------------------------|---|---------------------------|---------------------------|---------------------------|
| 100 HP Premium Efficiency<br>Vertical Turbine Hollow<br>Shaft Motor Across the Line<br>Start | 1 | \$ 6,600.00               | \$ 6,898.00               | \$ 7,295.00               |
|                                                                                              |   |                           |                           |                           |
| Total                                                                                        |   | \$ 6,600.00               | \$ 6,898.00               | \$ 7,295.00               |

**Compatibility Report for Auger.xls**  
**Run on 4/21/2020 13:32**

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

| <b>Minor loss of fidelity</b>                                                                                                                                                | <b># of occurrences</b> |
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| Some cells or styles in this workbook contain formatting that is not supported by the selected file format. These formats will be converted to the closest format available. | 10                      |

**Version**

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| Excel 97-2003 |
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# Memorandum - City of Gulfport

## Purchasing

**To:** The Honorable Mayor and City Council

**From:** Terri Goad, Procurement Specialist

**Date:** April 26, 2021

**Re:** 100 HP Premium Efficiency Vertical Turbine Hollow Shaft Motor  
Public Works Department Water Wells

---

I have reviewed the quotes received on the above referenced item and find Lyman Well Company to be the lowest and best bid for a total amount of \$6,600.00.

I have issued Purchase Order #223081 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

---



# Memorandum - City of Gulfport

## Purchasing

**To:** The Honorable Mayor and City Council

**From:** Terri Goad, Procurement Specialist

**Date:** April 27, 2021

**Re:** Triklet RGB Plus Line LED String Lights  
**Harbor Lights – Leisure Services Department**

---

I have reviewed the quotes received on the above referenced item and find Mosca Design to be the lowest and best bid for a total amount of \$8,550.00.

I have issued Purchase Order #223092 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

---

**Triklet RGB Plus Line LED String Lights - Harbor Lights/Leisure Services****PO# 223092**

| QTY                                                                                                                                                                                                                                             |    | Mosca Design | Universal Concepts | Holidayleds.com |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------|--------------------|-----------------|
| Triklet -RBD Plus Line LED String Lights, Black Wire, Polycarbonate Frosted Sphere, RGB three prong cable connector, 12" Spacing, 50ft Strands, 50 Lamp Lights per Strand, Including Hardware connections (NDBs, Power Supply, extensions etc.) | 30 | \$ 8,400.00  | \$ 15,000.00       | N/A             |
|                                                                                                                                                                                                                                                 |    |              |                    |                 |
| Freight                                                                                                                                                                                                                                         |    | \$ 150.00    | \$ 1,400.00        |                 |
| Total                                                                                                                                                                                                                                           |    | \$ 8,550.00  | \$ 16,400.00       | \$ -            |

**Compatibility Report for Auger.xls**  
**Run on 4/21/2020 13:32**

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

| <b>Minor loss of fidelity</b>                                                                                                                                                | <b># of occurrences</b> |
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**Version**

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| Excel 97-2003 |
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# Memorandum - City of Gulfport

## Purchasing

**To:** The Honorable Mayor and City Council

**From:** Jessica Versiga, Procurement Specialist

**Date:** May 10, 2021

**Re:** Holophane Light Fixtures  
**Public Works**

---

I have reviewed the quotes received on the above referenced item and find Stuart C Irby CO to be the lowest and best bid for a total amount of \$15,512.00

I have issued Purchase Order #223273 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

---

Holophane Light Fixtures - Public Works

PO# 223273

|                          | QTY | Stuart Irby |              | All Phase   |              | MS Power    |              |
|--------------------------|-----|-------------|--------------|-------------|--------------|-------------|--------------|
| Holophane Light Fixtures | 14  | \$ 1,108.00 | \$ 15,512.00 | \$ 1,206.34 | \$ 16,888.76 | \$ 1,278.42 | \$ 17,897.88 |
| Total                    |     |             | \$ 15,512.00 |             | \$ 16,888.76 |             | \$ 17,897.88 |



**Compatibility Report for Auger.xls**  
**Run on 4/21/2020 13:32**

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

| <b>Minor loss of fidelity</b>                                                                                                                                                | <b># of occurrences</b> |
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**Version**

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| Excel 97-2003 |
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IN THE CITY OF GULFPORT  
FIRST JUDICIAL DISTRICT OF HARRISON COUNTY  
STATE OF MISSISSIPPI

**COVID-19 EXECUTIVE ORDER NO. 12**

**EMERGENCY MAYORAL PROCLAMATION OF  
EXECUTIVE ORDER REGARDING CONTINUING EFFORTS  
TO COMBAT THE COVID-19 OUTBREAK IN THE CITY OF  
GULFPORT, MISSISSIPPI FOLLOWING ISSUANCE OF THE  
GOVERNOR'S EXECUTIVE ORDER NO. 1551**

**WHEREAS**, in accordance with authority vested in me by Mississippi Law, including, but not limited to, Miss. Code Ann. § 45-17-1, et seq. and Miss. Code Ann. § 33-15-17, et seq., as amended, and in the public interest of the City of Gulfport, and to safeguard and protect the health, safety, and welfare of the public and for the protection of life and property, I declared a state of emergency on March 14, 2020, and issued an "Emergency Proclamation of Executive Order" on March 20, 2020, in an effort to combat the spread of the COVID-19 virus in the City of Gulfport, and such Emergency Proclamation has been followed by the issuance of several additional "Emergency Proclamation of Executive Orders" since that time, including a "Safer-at-Home" Order ("COVID-19 Executive Order No. 2") issued on March 31, 2020; and

**WHEREAS**, pursuant to the Mississippi's "Emergency Management Act" (Miss. Code Ann. §§ 33-15-1, et seq.), and following the issuance of a State-wide declaration of emergency and the date of my first Emergency Mayoral Proclamation, the Governor of the State of Mississippi has issued multiple State-wide "Executive Orders" applicable to municipalities and their residents, including "Executive Order No. 1466" issued on April 1, 2020, as a "Shelter in Place" Order, "Executive Order No. 1477" issued on April 24, 2020, as part of his "Safer-at-Home" effort for the State, and "Executive Order No. 1492" issued on May 28, 2020, in conjunction with his "Safe Return" Order, and "Executive Order No. 1525" issued on September 30, 2020, in conjunction with his "Safe Recovery" Order; and

**WHEREAS**, in response to significant increases of reported cases of COVID-19 following around when Executive Order No. 1525 was introduced, the Governor issued several additional and other Executive Orders in an effort to reduce the spread of the virus while still allowing businesses and non-profits as well as schools to continue to operate within the State, including Executive Order Nos. 1535 and 1536 on December 9, 2020, and which effort included the requirement of face coverings in conjunction with certain facilities and functions and areas (to include Harrison County, Mississippi and the City of Gulfport), with such requirements being in place until 5:00 p.m. on Wednesday, March 3, 2021; and

**WHEREAS**, in response to a noted sharp decline in COVID-19 infections and resulting hospitalizations and the State-wide roll out of vaccinations that followed, the Governor issued

Executive Order No. 1549 on March 2, 2021, which rescinded and repealed Executive Order Nos. 1535 and 1536 (and their amendments) effective at 5:00 p.m. on Wednesday, March 3, 2021, and which eased most of the former public health measures contained in prior Executive Orders issued by the Governor in response to the COVID-19 pandemic; and

**WHEREAS**, on March 3, 2021, and in response to the Governor's Executive Order No. 1549, the undersigned authority, for and on behalf of the City of Gulfport, issued an Emergency Proclamation of Executive Order ("COVID-19 Executive Order No. 11") that, among other things, required face coverings for persons inside City buildings and facilities; and

**WHEREAS**, on April 30, 2021, the Governor issued Executive Order No. 1551, which, among other things, rescinded and repealed the Governor's prior Executive Order No. 1549, as amended and extended by his Executive Order No. 1550; and

**WHEREAS**, Executive Order No. 1551 no longer requires facial coverings with respect to any building, facility or activity in the State, with the exception of persons inside school buildings or classrooms for the remainder of the 2020-2021 academic year, and does not place any capacity restrictions with respect to any venue or use; and

**WHEREAS**, Executive Order No. 1551 is in effect from and after 5:00 p.m. on April 30, 2021, and until or unless it be amended or rescinded; and

**WHEREAS**, in recognition of the findings set out in the Governor's Executive Orders, including Executive Order No. 1551, the fact that there has been a noted sharp decline in COVID-19 infections and resulting hospitalizations in the area since at least mid-February 2021, and the fact that the vaccine roll-out is continuing to proceed as expeditiously as possible with adequate vaccine supply available to ensure every resident in our City and County who want to receive the COVID-19 vaccine may do so, I find that a need for an Emergency Mayoral Proclamation to preserve and protect life, property, and good order as well as to safeguard and protect the health, safety, and welfare of the public is not needed beyond adoption and incorporation of the Governor's Executive Order No. 1551 at this time; and

**THEREFORE**, pursuant to the authority vested in me by Mississippi Law, including, but not limited to, Miss. Code Ann. § 45-17-1, et seq. and Miss. Code Ann. § 33-15-17, et seq., as amended, and in the public interest of the City of Gulfport, and to safeguard and protect the health, safety, and welfare of the public and for the protection and preservation of life and property and good order, I do hereby issue this Emergency Mayoral Proclamation of Executive Order (also referred to as "Proclamation") as set out herein.

**IT IS HEREBY ORDERED**, that those conditions, restrictions, regulations, and requirements issued previously by the Governor of the State of Mississippi, and which presently still have application to residents and visitors of the City of Gulfport, are hereby adopted and incorporated as those of my "Emergency Mayoral Proclamation of Executive Order" for the City of Gulfport and shall, if not already in effect, take effect as of **5:00 p.m. on Monday, May 3, 2021**, unless specifically in conflict with any of the following provisions herein. It is further,

**ORDERED**, that unless otherwise excepted herein, *members of the public shall no longer be required to wear a face covering inside a City building or indoor facility* in the City of Gulfport at this time, in accordance with the Governor's Executive Order No. 1551. As stated in Executive Order No. 1551, all persons within the City are encouraged to follow the CDC's and Mississippi State Department of Health's guidelines to prevent the spread of COVID-19. It is further,

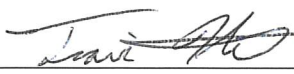
**ORDERED** that this Proclamation of Executive Order shall be: (1) filed with the City Clerk; (2) distributed to the news media and other organizations reasonably calculated to bring its contents to the attention of the general public; and (3) distributed to others as necessary to ensure proper implementation of this Proclamation of Executive Order. It is further,

**ORDERED** that, except for what is otherwise set out herein, this Emergency Mayoral Proclamation of Executive Order shall be, and hereby is, effective at **5:00 p.m. on Monday, May 3, 2021**, and shall remain in effect until amended, rescinded, or superseded by another applicable Mayoral Proclamation or Executive Order or the termination of the current (and ongoing) State of Emergency related to this pandemic issued by the City of Gulfport, whichever shall occur first.

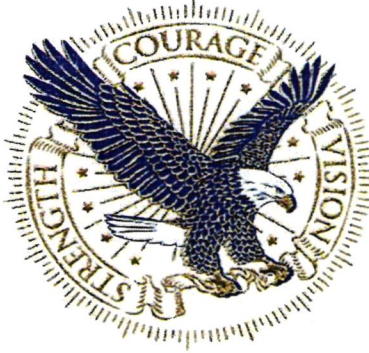
THIS, the 3<sup>RD</sup> day of May, 2021, at 5:00 p.m.

  
\_\_\_\_\_  
MAYOR BILLY HEWES  
CITY OF GULFPORT, MISSISSIPPI

ATTEST:

  
\_\_\_\_\_  
DEPUTY CITY CLERK  
CITY OF GULFPORT, MISSISSIPPI

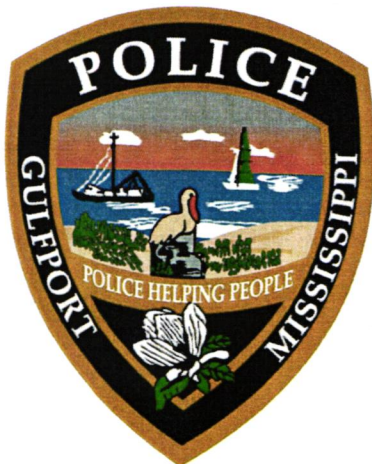




**STATE OF MISSISSIPPI  
COUNTY OF HARRISON**

**I, Jeremy Matthews, do solemnly swear (or affirm) that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, as well as the Ordinances of the City of Gulfport, and obey the laws thereof; that I am not disqualified from holding the office of law enforcement officer for the City of Gulfport; and that I will faithfully, honestly, and fearlessly discharge the duties of the office upon which I am about to enter. So help me God.**

*Officer Signature*



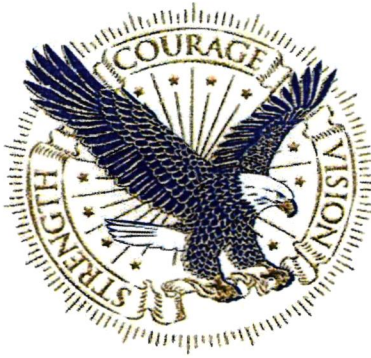
*Sworn on this, the 3<sup>rd</sup> Day of May, 2021*

*Chris Ryle, Chief of Police*

**Perseverance, Integrity and Honor  
Protecting Gulfport Since 1898**



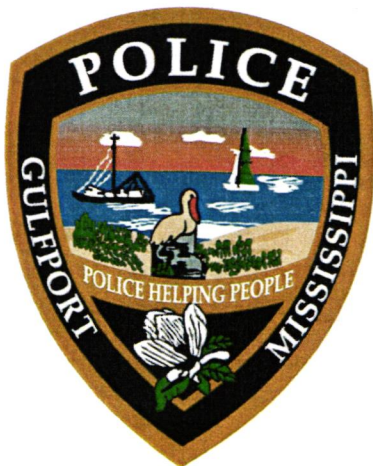




**STATE OF MISSISSIPPI  
COUNTY OF HARRISON**

**I, *Richard Roether*, do solemnly swear (or affirm) that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, as well as the Ordinances of the City of Gulfport, and obey the laws thereof; that I am not disqualified from holding the office of law enforcement officer for the City of Gulfport; and that I will faithfully, honestly, and fearlessly discharge the duties of the office upon which I am about to enter. So help me God.**

*Officer Signature*



*Sworn on this, the 3<sup>rd</sup> Day of May, 2021*

*Chris Ryle, Chief of Police*

**Perseverance, Integrity and Honor  
Protecting Gulfport Since 1898**





**STATE OF MISSISSIPPI  
COUNTY OF HARRISON**

**I, *Taylor Smith*, do solemnly swear (or affirm) that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, as well as the Ordinances of the City of Gulfport, and obey the laws thereof; that I am not disqualified from holding the office of law enforcement officer for the City of Gulfport; and that I will faithfully, honestly, and fearlessly discharge the duties of the office upon which I am about to enter. So help me God.**

*Taylor Smith*

*Officer Signature*



*Sworn on this, the 3<sup>rd</sup> Day of May, 2021*

*Chris Ryle*

*Chris Ryle, Chief of Police*

**Perseverance, Integrity and Honor  
Protecting Gulfport Since 1898**





A Touchstone Energy® Cooperative 

**Headquarters**  
18020 Highway 603  
Kiln, MS 39556  
PO Box 2430  
Bay St. Louis, MS 39521  
228-363-7000  
1-877-769-2372

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

March 9, 2021

To: **Gus Wesson**  
**Director of Leisure Services**

From: **Tyler Green**  
**Residential Energy Representative**

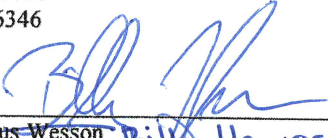
Dear Mr. Wesson:

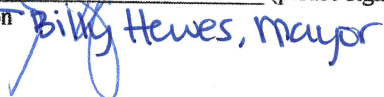
Coast Electric Power Association appreciates your willingness to work with us during hurricane season and allowing us to reserve the Lyman Community Center in the past several years. This relationship has been very important to us and we look forward in continuing it during the 2021 storm season.

We would like reserve the Lyman Community Center in the event of a hurricane landfall. We believe that with the use of the Lyman Community Center facilities and parking lot to ensure we will have ample space to feed and park as many crews needed. We would like to have the permission to keep the Lyman Community Center reserved for the duration of the restoration period where we would have visiting line crews needing to be housed and fed. The time frame would depend on the storm severity and the area would be returned to the state in which we initially found it.

Sincerely,

Tyler Green  
P.O. Box 3302  
Gulfport, MS 39505-3302  
(228) 539-5720  
Cell: 218-6346

Approval:  (please sign)  
~~Gus Wesson~~

  
Billy Hewes, Mayor

**Harrison County District Office**  
14082 Highway 49  
Post Office Box 3302  
Gulfport, MS 39505-3302

**Biloxi Branch Office**  
920 Cedar Lake Rd., Suite S  
Biloxi, MS 39532

**Bay St. Louis Branch Office**  
1005 Highway 90  
Bay St. Louis, MS 39520

**Pearl River County District Office**  
6375 Highway 11 North  
Picayune, MS 39466

**Poplarville Branch Office**  
4679 Highway 53 South  
Post Office Box 551  
Poplarville, MS 39470

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 20<sup>th</sup> day of April, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AGREEMENT WITH COAST ELECTRIC POWER ASSOCIATION, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT, AND FOR RELATED PURPOSES**

**WHEREAS**, from time to time, as emergency circumstances require, Coast Electric Power Association (“CEPA”) requires use of large paved areas to use as staging areas for emergency restoration efforts; and

**WHEREAS**, the paved parking area at the Lyman Community Center meets the needs of CEPA during an emergency requiring multiple teams to respond to restore electrical service to residents of Gulfport and the surrounding area; and

**WHEREAS**, CEPA has requested that the City of Gulfport reserve the Lyman Community Center for CEPA following a in order to facilitate CEPA’s emergency response following a land falling hurricane; and

**WHEREAS**, a Letter Agreement is attached as Exhibit “A” for your review and consideration and approval of the same is believed to be in the best interest of the City of Gulfport.

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

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

**Section 2.** That the Letter Agreement be and it is hereby approved in substantially the same form as is found in **Exhibit “A”** to this resolution and found to be in the best interests of



the City of Gulfport, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

**Section 3.** That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

**YEAS:**

Casey  
Roland  
Holmes-Hines  
Walker (teleconference)  
Sharp  
Flowers  
Pucheu

**NAYS:**

None

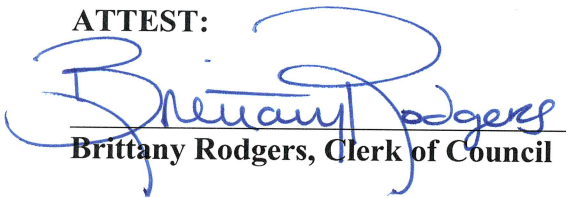
**ABSENT:**

None

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 20<sup>th</sup> day of April, 2021.

(SEAL)

**ATTEST:**

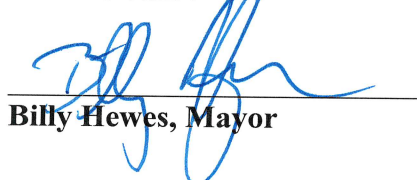
  
Brittany Rodgers, Clerk of Council

**ADOPTED:**

  
F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21<sup>st</sup> day of April, 2021.

**APPROVED:**

  
Billy Hewes, Mayor

# Service Proposal

|                                                                                                |                                      |
|------------------------------------------------------------------------------------------------|--------------------------------------|
| TO: <b>Gulfport Police Dept</b><br><b>2220 15<sup>th</sup> St</b><br><b>Gulfport, MS 39501</b> | PROJECT: <b>Annual PM</b>            |
| ATTN: <b>Wesley Bellanger</b>                                                                  | LOCATION: <b>Designated Areas</b>    |
| PHONE: <b>251-443-6200</b>                                                                     | PROPOSAL NO. <b>Q-02-2021-208198</b> |
| EMAIL: <b>wbellanger@gulfport-ms.gov</b>                                                       | DATE: <b>February 16th, 2021</b>     |
|                                                                                                | JOB NO:                              |

---

THANK YOU FOR THE OPPORTUNITY OF PROVIDING YOU WITH THIS PROPOSAL

Engineered Cooling Services is pleased to propose the following: The necessary labor, materials, and expenses to perform one Annual PM at the above location.

**Gulfport Police Dept and ECS will determine start date upon contract award.**

## **Scope of Work: One time Annual PM**

### **Air Cooled Chiller Units**

1. Check performance of compressor, condenser and evaporator.
2. Check and adjust refrigerant controls.
3. Check and adjust safety controls.
4. Check equipment for any signs of leaks.
5. Check and ensure proper refrigerant charge.
6. Check compressor for proper oil levels.
7. Check for excess noise or vibration.
8. Check operation of automatic controls.
9. Check condition of electrical controls and wiring.
10. Purge non-condensables from refrigerant system as required.
11. Check and confirm proper operation of purge unit.
12. Check and record run-time hours on purge unit.
13. Check and record operating conditions.
14. Take oil sample for analysis (performed once during operating season).
15. Observe overall condition and report any deficiencies that are discovered.
16. Assure that the power supply to the chiller is secured at the main disconnect.
17. Inspect and calibrate operating controls.
18. Inspect all safety controls.
19. Clean or change oil filter as required (excludes internal oil filter).
20. Change all refrigerant and dehydrator filters.
21. Inspect starter, starter contacts and wiring.
22. Torque all electrical contacts.
23. Megohm chiller motor and oil pump.
24. Clean, brush and flush all the condenser tubes. This is vital for proper heat transfer.
25. Leak test chiller for refrigerant leaks.
26. Check operation of the oil sump heaters.
27. Check operation of the purge unit.
28. Wipe down exterior of the chiller and remove any debris from the chiller area.
29. Observe overall condition and report any deficiencies that are discovered.



# Service Proposal

**Pricing:**

**Annual PM:** \$2,975.00

**Service Office Location:** Mobile Alabama

**6 Month Follow Up Inspection:** \$800.00  
(Scope of Work #1-15)

**Terms:**

1. Work to be performed during normal hours of operation Monday thru Friday, overtime premiums excluded.
2. Proposal is subject to progress billings.
3. Proposal is for specified work only.
4. Proposal is subject to revision if not accepted within 30 days of receipt.
5. Proposal is subject to the attached Terms and Conditions.
6. Payment terms are Net 30.

**SUBMITTED BY:** ZACHARY POWELL

**BY:** [Signature] 5/6/21

**TITLE:** SALES ENGINEER

**PHONE:** 850-572-1221

**ACCEPTED:** Billy Hewes

**BY:** [Signature]

**TITLE:** Mayor

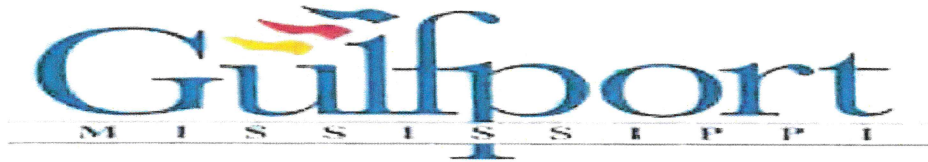
## Terms and Conditions

1. **OFFER AND ACCEPTANCE:** Company offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Client, or allowing Company to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Client and Company. Any additional or differing terms and conditions contained on Client's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Client and Company unless expressly consented to in writing by Company. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
2. **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT of INVOICE. Company reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.
3. **INVOICING:** Company reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
4. **PERFORMANCE:** Company shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Company's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Company, whether of the class of causes enumerated above or not, which shall prevent Company from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Company's Credit Department or the occurrence of any of the above, Company may, at its sole option, cancel Client's Purchase Order without the liability on the part of the Company. Alternatively, Company may extend the time for its performance by a period equal to the duration of the cause underlying Company's failure or delay. Receipt of the equipment or services by Client upon its delivery shall constitute a waiver of all claims for delay.
5. **WARRANTY:** Company guarantees service work and all materials of Company manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as Company finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Company, but manufactured by others, Company will extend the same guarantee it receives from the manufacturer.  
  
THIS WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.
6. **PATENTS:** If there is bought against the Client any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, Company, if notified promptly in writing and given authority, information and assistance by the Client for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Client. In the event that the Client has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined. Company, in lieu of all other liability except as above stated, will, at its own expense, either procure for the Client the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but Company's liability shall in no case exceed the purchase price of said infringing apparatus.
7. **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against Company arising from Company's performance under this contract must be commenced by Client within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Client. IN NO EVENT SHALL COMPANY'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY COMPANY FROM CLIENT UNDER THE INSTANT CONTRACT, NOR SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.
8. **DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Client will be binding on Company unless such request or specification is specifically agreed to in writing by an officer of Company. Shipment shall be F.O.B. factory, with title passing to Client upon delivery to the carrier by Company.
9. **CANCELLATION:** Company reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any canceled order).
10. **DISPUTES AND CHOICES OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Florida. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Pensacola, FL, unless another site is mutually agreed between the parties. The parties agree that any part of the arbitration shall be entitled to discovery of the other party as provided by the Federal Rule of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.
11. **COST TO COMPANY:** In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due Company from Client, or to enforce any of its rights or privileges hereunder, Client, upon demand shall reimburse Company for all such costs and expenses (including, but not limited to, reasonable attorney's fees).
12. **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of Company's offer to sell, constitute the entire agreement between Company and Client. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Company.
13. **ASSIGNMENT:** Client shall not assign this contract or any interest therein without the prior written consent of Company. Any actual or attempted assignment without Company's consent shall entitle Company, at its sole option, to cancel this contract and, in such event; Company shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

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

Date: March 17, 2021



## Insurance Renewal

**5/1/2021**

REVISED: 4/19/2021

Frank Bordeaux, Vice President  
Lani Lenhoff, Account Executive  
Christina Moran, Account Manager



## Important Please Read

As you review our proposal, please keep these thoughts in mind.

Always refer to the policies for specific coverage questions. Our proposal is a general overview only. The policy contract determines where and if coverage is available.

Consider flood and earthquake coverage. Neither flood loss nor earthquake loss are covered under standard property policies. All of us have exposure to floods and earthquakes.

The property and liability limits that we illustrate in this proposal are options only. We can provide additional alternative limit options if you request. The selection of limits is solely your decision.

Please notify us throughout the policy year of changes in your business that may affect your exposure to risk. Failure to do so may result in uncovered losses.

Our inspections, reports and recommendations are provided to assist in your efforts to establish and maintain a safe workplace and not to warrant workplace safety or compliance with applicable laws, regulations or standards. Our observations and suggestions are not a substitute for legal advice. You bear this ultimate responsibility and are encouraged to seek appropriate legal counsel when implementing a program or process to maintain a comprehensive workplace safety program.

Loss control is a daily responsibility of your management. Our visits are not a substitute for your own loss control program. Recommendations are developed from conditions observed at the time of our visit. They do not include every possible loss potential, code violation, or exception to good practice.

The solvencies of the insurance carriers that you select are of utmost importance. Unless notified otherwise, all carriers have a Best Guide rating of A- or better.

In order to offer you choices, our agency maintains relationships with a number of insurance companies. Most of these companies pay our agency a commission when we place coverage with them. Some companies issue policies on a net basis to us, and we in turn, will charge you an agency fee. Some companies do pay our agency a contingency commission at the end of the calendar year if the group of insurance customers placed with that company has been profitable. Such an arrangement is an incentive for our agency to work with you to prevent losses as well as send profitable business to insurance carriers.

Our relationship with you is based on trust and we do our best to make no representation that would mislead anyone about any aspect of the products or services that we offer.

We value your trust and have always held it in the highest regard; therefore, we will continue to do all that we can to fully represent you in the insurance marketplace.





## City of Gulfport's Service Team

The following individuals are dedicated to providing service for your insurance needs.

| Team Member                            | How They Can Help                                                                                               | Contact Numbers                    | Email Address            |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------|
| Frank Bordeaux<br>Vice President       | Gathers your risk information and oversees and executes resources and services.                                 | O) 228-563-6150<br>C) 228-223-2223 | frank.bordeaux@bxsi.com  |
| Lani Lenhoff<br>Account Executive      | Oversees and executes client resources and services.                                                            | O) 228-563-6135<br>C) 228-424-8772 | lani.lenhoff@bxsi.com    |
| Christina Moran<br>Sr. Account Manager | Manages and implements all day-to-day changes and any services you need.                                        | O) 228-563-6146                    | christina.moran@bxsi.com |
| Renee King<br>Sr. Claims Specialist    | Reports, monitors and assists with problematic claims.                                                          | O) 228-563-6110                    | renee.king@bxsi.com      |
| Sonny Blackwell<br>Loss Control        | Helps you proactively prevent, reduce and manage exposures while reducing the frequency and severity of losses. | C) 228-697-1200                    | sonny.blackwell.com      |

## City of Gulfport, MS

2021-2022 Renewal Presentation

Property & Liability Insurance & Risk Management Program

April 8, 2021

### Program Summary

Presented by Frank Bordeaux, Vice President

#### All Lines Aggregate Risk Management Program

All Lines Aggregate Package Program

Specific Workers Compensation Coverage: see illustration for detail

Bond: amount is determined by reserves; may be adjusted by MWCC

Risk Control Services

Cyber Liability: First added in 2011-12

#### TOTAL ALA FIXED COSTS

Claims Administration: Variable Cost : Estimate

#### Total Projected Cost

#### Other Insurance

Flood: Zones A & V NFIP: *Billed Direct from NFIP*

Pollution Policy

Crime Policy

R5 Terrorism Policy

#### Total Other Insurance

#### Total Except Property

#### Property Insurance Coverage

Primary Insurance Coverage: With 5%/50K Minimum Named Storm Deductible

Contractors/Mobile Equipment; Fire Trucks & Auto Physical Damage, EDP,

Miscellaneous Scheduled Property and Water Tank Buildings

#### Total Property

#### Total All Fixed Costs \* For Differences see following page

\* Claims incurred within the SIR must be added to fixed costs for total cost of risk management program

#### Comments

See Next Page for Changes in Exposures Contributing to Renewal Increases

Excess Work Comp Bond Fee is Subject to Change

Total Self Insured Retention \$500K

|                      | Renewal       | Expiring      |
|----------------------|---------------|---------------|
|                      | 2021 - 2022   | 2020 - 2021   |
|                      | Travelers ALA | Travelers ALA |
| Travelers            | 514,252       | 491,875       |
| Safety National      | 177,341       | 149,016       |
| Safety National Bond | 15,000        | 15,000        |
| Travelers            | 15,000        | 15,000        |
| Travelers            | 14,573        | 13,727        |
|                      | 736,166       | 684,618       |
| Associated Adjusters | 37,500        | 37,500        |
|                      | 773,666       | 722,118       |
|                      |               |               |
| NFIP                 | 63,912        | 60,728        |
| Ace                  | 33,886        | 31,866        |
| Travelers            | 3,988         | 3,988         |
| Hiscox               | 10,859        | 10,677        |
|                      | 112,645       | 107,259       |
|                      | 886,311       | 829,377       |
|                      |               |               |
| AmRisc               | 826,656       | 749,599       |
| Markel               | 254,958       | 221,774       |
|                      | 1,081,614     | 971,373       |
|                      | \$1,967,925   | \$1,800,750   |





## City of Gulfport, MS

### Insurance and Risk Management Program Summary

For term of May 1, 2021 to May 1, 2022

April 8, 2021

### Differences In Current Term as compared to Renewal Term May 1, 2021-2022

| Underwriting Exposure        | 2014-2015<br>Basis | 2015-2016<br>Basis | 2016-2017<br>Basis | 2017-2018<br>Basis | 2018-2019<br>Basis | 2019-2020<br>Basis | 2020-2021<br>Expiring | 2021-2022<br>Renewal | Changes in<br>Exposures |
|------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-----------------------|----------------------|-------------------------|
| Property Values              | \$94,828,527       | \$94,828,527       | \$94,828,527       | \$94,971,222       | \$102,091,695      | \$102,091,695      | \$106,831,695         | \$106,831,695        | 0.00%                   |
| Fire Truck Value             | \$6,417,417        | \$8,050,149        | \$8,050,149        | \$7,084,881        | \$6,501,952        | \$7,251,947        | \$8,081,947           | \$8,081,947          | 0.00%                   |
| Vehicle Value                | \$10,973,483       | \$9,890,353        | \$8,449,542        | \$9,303,276        | \$9,548,014        | \$9,676,694        | \$10,713,728          | \$10,740,755         | 0.25%                   |
| Contractors/Mobile Equipment | \$8,328,100        | \$8,346,277        | \$8,346,277        | \$12,254,083       | \$8,774,363        | \$8,549,437        | \$8,465,304           | \$8,465,304          | 0.00%                   |
| Well & Tank Buildings        | \$1,800,000        | \$1,800,000        | \$1,800,000        | \$1,800,000        | \$1,800,000        | \$1,960,000        | \$1,960,000           | \$1,960,000          | 0.00%                   |
| Misc. Property Floater       |                    |                    |                    | \$154,000          | \$1,066,266        | \$2,232,769        | \$2,232,769           | \$2,232,769          | 0.00%                   |
| Electronic Data Processing   |                    |                    |                    |                    | \$1,050,969        | \$1,098,587        | \$1,098,587           | \$1,098,587          | 0.00%                   |
| Work Comp Payroll            | \$22,206,109       | \$25,165,951       | \$25,452,357       | \$26,617,667       | \$25,702,683       | \$26,628,680       | \$26,609,947          | \$29,362,747         | 10.35%                  |
| NFIP Flood Policies          | 18                 | 19                 | 19                 | 19                 | 19                 | 19                 | 19                    | 19                   | 0.00%                   |
| Auto Power Units             |                    |                    | 508                | 523                | 539                | 528                | 542                   | 539                  | -0.55%                  |
| Auto Trailers                |                    |                    | 141                | 137                | 152                | 161                | 161                   | 163                  | 1.24%                   |
| Full Time Officers           | 167                | 172                | 154                | 157                | 159                | 159                | 159                   | 150                  | -5.66%                  |
| PT Officers                  | 21                 | 30                 | 21                 | 1                  | 16                 | 18                 | 18                    | 11                   | -38.89%                 |
| Unarmed Law Personnel        | 38                 | 30                 | 29                 | 32                 | 30                 | 29                 | 29                    | 33                   | 13.79%                  |
| Animal Control               | 2                  | 3                  | 3                  | 4                  | 4                  | 4                  | 4                     | 3                    | -25.00%                 |
| Dispatchers                  | 17                 | 22                 | 22                 | 19                 | 19                 | 18                 | 18                    | 21                   | 16.67%                  |
| Firefighters                 | 53                 | 52                 | 43                 | 43                 | 40                 | 67                 | 59                    | 38                   | -35.59%                 |
| Firefighters w/EMT Cert      | 98                 | 94                 | 100                | 100                | 109                | 100                | 100                   | 105                  | 5.00%                   |
| Full Time Employees          | 590                | 590                | 581                | 593                | 588                | 593                | 585                   | 582                  | -0.51%                  |
| PT Employees                 | 15                 | 15                 | 13                 | 16                 | 11                 | 16                 | 9                     | 0                    | -100.00%                |
| Temp/Volunteers              | 72                 | 72                 | 76                 | 94                 | 94                 | 43                 | 43                    | 0                    | -100.00%                |



This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.

**All Lines Aggregate Terms, Limits and Conditions**  
**City of Gulfport Renewal: May 1, 2021-2022**  
**April 8, 2021**



| All Lines Aggregate Program        |  | Travelers               |
|------------------------------------|--|-------------------------|
| General Liability                  |  |                         |
| Carrier                            |  | Travelers Indemnity Co  |
| Admitted/Non Admitted              |  | Admitted                |
| Bests Rating                       |  | A++                     |
| Occurrence Limit                   |  | 1,000,000               |
| Aggregate Limit                    |  | 3,000,000               |
| Occurrence/Claims Made             |  | Occurrence              |
| Defense Inside/Outside             |  | Outside                 |
| Tort Claims Endorsement            |  | Yes: \$500,000          |
| Indemnity/Duty to Defend Form      |  | Right but not Duty(SIR) |
| Abuse or Molestation               |  | 250,000                 |
| Employee Benefits Liability        |  | Separate Limit          |
| Occurrence Limit                   |  | 1,000,000               |
| Aggregate Limit                    |  | 3,000,000               |
| Each Employee Retention            |  | 100,000                 |
| Automobile Liability               |  |                         |
| Carrier                            |  | Travelers Indemnity Co  |
| Admitted/Non Admitted              |  | Admitted                |
| Bests Rating                       |  | A++                     |
| Occurrence Limit                   |  | 1,000,000               |
| Aggregate Limit                    |  | NA per occurrence       |
| Occurrence/Claims Made             |  | Occurrence              |
| Garagekeepers Liability            |  | 250,000                 |
| UM/UIM                             |  | Rejected                |
| Defense Inside/Outside             |  | Outside                 |
| Tort Claims Endorsement            |  | Yes: 500,000            |
| Indemnity/Duty to Defend Form      |  | Right but not Duty(SIR) |
| Public Entity Management Liability |  |                         |
| Carrier                            |  | Travelers Indemnity Co  |
| Admitted/Non Admitted              |  | Admitted                |
| Bests Rating                       |  | A++                     |
| Occurrence Limit                   |  | 2,000,000               |
| Aggregate Limit                    |  | 4,000,000               |
| Occurrence/Claims Made             |  | Claims Made             |
| Retro Date                         |  | 5/1/92                  |
| Defense Inside/Outside             |  | Outside                 |
| Tort Claims Endorsement            |  | No                      |
| Indemnity/Duty to Defend Form      |  | Right but not Duty(SIR) |
| Employment Practices Liability     |  | Separate Limit          |
| Carrier                            |  | Travelers Indemnity Co  |
| Admitted/Non Admitted              |  | Admitted                |
| Bests Rating                       |  | A++                     |
| Occurrence Limit                   |  | 2,000,000               |
| Aggregate Limit                    |  | 4,000,000               |
| Occurrence/Claims Made             |  | Claims Made             |
| Defense Inside/Outside             |  | Inside                  |
| Tort Claims Endorsement            |  | No                      |
| Indemnity/Duty to Defend Form      |  | Right but not Duty(SIR) |
| Retro Date                         |  | 5/1/92                  |
| 3rd Party Sexual Harassment        |  | Included                |

| Law Enforcement Liability              |                         | Separate Limit |
|----------------------------------------|-------------------------|----------------|
| Carrier                                | Travelers Indemnity Co  |                |
| Admitted/Non Admitted                  | Admitted                |                |
| Bests Rating                           | A++                     |                |
| Occurrence Limit                       | 2,000,000               |                |
| Aggregate Limit                        | 4,000,000               |                |
| Occurrence/Claims Made                 | Occurrence              |                |
| Defense Inside/Outside                 | Outside                 |                |
| Tort Claims Endorsement                | Yes: \$500,000          |                |
| Indemnity/Duty to Defend Form          | Right but not Duty(SIR) |                |
| Self Insured Retention                 |                         |                |
| Total Self Insured Retention           | 500,000                 |                |
| Specific Occurrence SIR                | 100,000                 |                |
| Claims Handling TPA                    | Associated Adjusters.   |                |
| Choice of Attorney                     | Yes                     |                |
| Attorney Fees apply to SIR             | Yes                     |                |
| Terrorism                              | Included                |                |
| Annual Estimated Premium               |                         | \$446,643      |
| Not Part of Aggregate Terms            |                         |                |
| Umbrella Excess Liability              |                         |                |
| Carrier                                | Travelers Property      |                |
| Admitted/Non Admitted                  | Casualty                |                |
| Bests Rating                           | Admitted                |                |
| Occurrence Limit                       | A++                     |                |
| Aggregate Limit                        | 10,000,000              |                |
| Crisis Management Service Expenses     | 10,000,000              |                |
| Self Insured Retention                 | 50,000                  |                |
| Underlying Coverages                   | 10,000                  |                |
|                                        | GL, LEL, PO & EPL       |                |
| Umbrella Liability Premium             |                         | \$67,384       |
| Not Part of Aggregate Terms            |                         |                |
| Cyber Liability                        |                         |                |
| Carrier                                | Travelers Indemnity Co  |                |
| Admitted/Non Admitted                  | Admitted                |                |
| Bests Rating                           | A++                     |                |
| General Aggregate Limit.               | 1,000,000               |                |
| Each Wrongful Act Limit                | 1,000,000               |                |
| Occurrence/Claims Made                 | Claims Made             |                |
| Notification/Crisis Expenses Limit     | 500,000                 |                |
| Network& Info Security Limit           | Incl Crisis Mgt limit   |                |
| Extortion Expenses                     | 10,000                  |                |
| Computer Program & Electronic Data     | 10,000                  |                |
| Telecommunications Theft               | 10,000                  |                |
| Computer Fraud                         | 250,000                 |                |
| Funds Transfer Fraud                   | 250,000                 |                |
| Social Engineering Fraud               | 100,000                 |                |
| Notification/Crisis Expenses Retention | 50,000                  |                |
| Self-Insured Retention                 | 25,000                  |                |
| Retro Date                             | 5/1/11                  |                |
| Cyber Liability Premium                |                         | \$14,573       |

This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.



**Other Insurance Summary**

City of Gulfport Renewal: May 1, 2021-2022

April 8, 2021

**Pollution Liability**

|                                   |                          |
|-----------------------------------|--------------------------|
| Carrier                           | Illinois Union Insurance |
| Admitted/Non Admitted             | Non-Admitted             |
| Bests Rating                      | A++                      |
| Per Pollution Condition           | 2,000,000                |
| Policy Aggregate Limit            | 2,000,000                |
| Self Insured Retention            | 10,000                   |
| Covered Locations                 | Per Schedule on File     |
| Premises Pollution Liability      | Included                 |
| Environmental Condition Liability | Not Covered              |
| Transportation Liability          | Included                 |
| Non-Owned Disposal Sites Liab     | Included                 |
| Occurrence/Claims Made            | Claims Made              |
| Retro Date                        | 5/1/1998                 |
| Defense Inside/Outside            | Outside                  |
| Tort Claims Endorsement           | No                       |

|                                 |           |               |
|---------------------------------|-----------|---------------|
| <b>Annual Pollution Premium</b> | <b>\$</b> | <b>33,886</b> |
|---------------------------------|-----------|---------------|

**R5 Terrorism**

|                                     |                      |
|-------------------------------------|----------------------|
| Carrier                             | Hiscox Lloyds        |
| Admitted/Non Admitted               | Non-Admitted         |
| Bests Rating                        | A                    |
| Covered Locations                   | Per Schedule on File |
| Policy Aggregate Limit              | 50,000,000           |
| Terrorism and Sabotage - PD         | 50,000,000           |
| Terrorism and Sabotage - Liability  | 2MIL Agg / 1MIL Each |
| Active Shooter and Malicious Attack | 1,000,000            |
| Deductible                          | 10,000               |
| Except Active Shooter Deductible    | 0                    |
| Waiting Period                      | 0 Hours              |

|                                 |           |               |
|---------------------------------|-----------|---------------|
| <b>Annual Terrorism Premium</b> | <b>\$</b> | <b>10,859</b> |
|---------------------------------|-----------|---------------|

**Crime**

|                                    |                    |
|------------------------------------|--------------------|
| Carrier                            | Travelers Casualty |
| Admitted/Non Admitted              | Admitted           |
| Bests Rating                       | A++                |
| Employee Theft                     | 500,000            |
| Forgery Alteration                 | 250,000            |
| On Premises                        | 100,000            |
| In Transit                         | 100,000            |
| Money Orders & Counterfeit Money   | Not Covered        |
| Computer Fraud                     | 250,000            |
| Funds Transfer Fraud               | 250,000            |
| Social Engineering Fraud           | 100,000            |
| Self-Insured Retention             | 10,000             |
| Except Forgery/On Prem/Transit SIR | 5,000              |

|                             |           |              |
|-----------------------------|-----------|--------------|
| <b>Annual Crime Premium</b> | <b>\$</b> | <b>3,988</b> |
|-----------------------------|-----------|--------------|

**Property Insurance Summary**

City of Gulfport Renewal: May 1, 2021-2022

April 8, 2021

| INSURED VALUES AT INCEPTION |                     |                      |                      |                      |                      |
|-----------------------------|---------------------|----------------------|----------------------|----------------------|----------------------|
|                             | 2017-2018           | 2018-2019            | 2019-2020            | 2020-2021            | 2021-2022            |
| Buildings                   | \$79,714,232        | \$82,425,049         | \$82,425,049         | \$85,665,049         | \$85,665,049         |
| Contents                    | \$5,041,775         | \$5,041,775          | \$5,041,775          | \$6,541,775          | \$6,541,775          |
| Sign & Outdoor Property     | \$10,215,214        | \$14,624,871         | \$14,624,871         | \$14,624,871         | \$14,624,871         |
| <b>TOTAL ALL VALUES</b>     | <b>\$94,971,221</b> | <b>\$102,091,695</b> | <b>\$102,091,695</b> | <b>\$106,831,695</b> | <b>\$106,831,695</b> |

\$0 TIV Difference

| RENEWAL WITH AMRISC AS PER EXPIRING TERMS Including 5MIL Earth Movement, <b>Excluding Flood</b> |                                                                                     |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>Deductibles:</b>                                                                             | \$100,000 Per Occurrence All Other Perils<br>\$50,000 Per Occurrence Earth Movement |
| <b>7.5% per occurrence, per location, subject to (\$50,000 min) Named Storm</b>                 |                                                                                     |
|                                                                                                 | \$50,000 All Other Wind/Hail<br>\$1,000 Cyber                                       |
|                                                                                                 |                                                                                     |
| Premium                                                                                         | \$ 765,775                                                                          |
| Inspection Fee                                                                                  | \$ 5,000                                                                            |
| S/Lines Tax/Fees                                                                                | \$ 55,881                                                                           |
| <b>Total Renewal Premium</b>                                                                    | <b>\$826,656</b>                                                                    |
| Expiring Premium                                                                                | \$749,599                                                                           |

Subject to: Inspection and Compliance

Full First Comp Attack/Third Party Network Security (Annual Aggregate) \$100,000

35% Plus Provisions of Hurricane Minimum Earned Premium

Any Additional or Return Premium under \$500 shall be waived

Roof coverings to be ACV if originally installed or last fully replaced prior to 2009

Coverage excludes all loss or damage directly or indirectly caused by Named Storm in existence at time of written request to bind or incept new or additional exposure

"Some properties are Self-Insured and Not Covered Under this Policy. Coverage applies per Statement of Values on File"



This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.

**Inland Marine Insurance Summary**  
City of Gulfport Renewal: May 1, 2021-2022  
April 8, 2021

**Property Coverage for:**  
Auto Physical Damage  
Fire Dept Engine and Equipment  
Contractors/Mobile Equipment  
Well & Tank Buildings  
Scheduled Property Floater  
Electronic Data Processing

**Perils Insured:** All Risks as Per Form Including 1MIL Flood Sublimit, **Excluding Earth Movement**

**Limit of Coverage:** **\$20,000,000** Overall Policy Limit applies to all coverages combined (*note loss limit, not total values*)

**Sub-Limits:** \$500,000 Leased or Rented Equipment  
**\$1,000,000 Flood** - Including in the Annual Aggregate for All Coverages Combined

**Deductibles:**

|                                |                                                             |
|--------------------------------|-------------------------------------------------------------|
| Auto Physical Damage           | \$5,000 All Perils; Except Theft, Wind, Flood               |
| Auto Physical Damage           | \$100,000 Theft, Wind, & Flood                              |
| Fire Dept Engine & Equipment   | \$100,000                                                   |
| Contractors/Mobile Equipment   | \$5,000 All Perils; Except \$100,000 on Theft, Wind & Flood |
| COP Property: Well & Tank Bldg | \$5,000 All Perils; Except \$100,000 on Wind & Flood        |
| Scheduled Property Floater     | \$5,000 All Perils; Except \$100,000 on Theft, Wind & Flood |
| Electronic Data Processing     | \$5,000 All Perils; Except \$100,000 on Theft, Wind & Flood |

**Coinurance** 80% Except:  
90% Electronic Data Processing

**Valuation** Actual Cash Value Except Replacement Cost on Fire Dept Engine and Equipment, Electronic Data Processing and Scheduled Property Floater 5 Years Old and Newer

Policy is rated on an annual reporting of total values for adjustment of premium

| <u>At Inception</u>                   | <u>Current Values 21-22</u> | <u>Current Values 20-21</u> |
|---------------------------------------|-----------------------------|-----------------------------|
| Auto Physical Damage Value            | \$ 10,740,755               | \$ 10,463,282               |
| Fire Truck & Equip Value              | \$ 8,081,947                | \$ 7,251,947                |
| ATVs/Uvs Value                        | \$ 122,950                  | \$ 122,950                  |
| Watercraft Value                      | \$ 247,512                  | \$ 247,512                  |
| Contractors/Mobile Equip Value        | \$ 8,588,345                | \$ 8,861,590                |
| Electronic Data Processing Value      | \$ 1,098,587                | \$ 1,098,587                |
| Well/Tank Bldgs & Lift Stations Value | \$ 1,960,000                | \$ 1,960,000                |
| Miscellaneous Property Floater        | \$ 2,232,769                | \$ 2,232,769                |
|                                       | <b>\$ 33,072,865</b>        | <b>\$ 32,238,637</b>        |

**TOTAL DEPOSIT ANNUAL PREMIUM** **\$254,958**

Expiring Premium \$221,774

*Per Schedules on File*

**Comments**

Boats, EDP, and Other Miscellaneous Property Schedules Added to Properly Insure Risk





**Flood Insurance Summary**

City of Gulfport: Various Expiration Dates

April 8, 2021


**City of Gulfport: Schedule of National Flood Insurance (NFIP)**

|    | <u>Location</u>                                                        | <u>Effective Dates</u> | <u>Coverage</u>      | <u>Limits</u>          | <u>Deductibles</u>   | <u>Premium</u>  |
|----|------------------------------------------------------------------------|------------------------|----------------------|------------------------|----------------------|-----------------|
|    | All perils per form including sub-limit of flood, excluding earthquake |                        |                      |                        |                      |                 |
| 1  | 14055 Seaway Road, 2nd Floor                                           | 1/5/2021-2022          | Contents             | \$110,300              | \$1,000              | <b>\$548</b>    |
| 2  | 2271 Jones Park Dr (Lighthouse)                                        | 2/8/2021-2022          | Building             | \$500,000              | \$50,000             | <b>\$5,509</b>  |
| 3  | 501 26th St (K P Booth Comm Ctr)                                       | 5/5/2020-2021          | Building<br>Contents | \$500,000<br>\$100,000 | \$1,250<br>\$1,250   | <b>\$3,838</b>  |
| 4  | 1300 24th Ave. (Carnegie Library)                                      | 6/5/2020-2021          | Building<br>Contents | \$500,000<br>\$23,200  | \$2,000<br>\$2,000   | <b>\$3,710</b>  |
| 5  | 2733 30th Ave (Gaston Hewes Rec Ctr)                                   | 6/7/2020-2021          | Building<br>Contents | \$500,000<br>\$63,000  | \$50,000<br>\$50,000 | <b>\$2,652</b>  |
| 6  | 1422 23rd Ave.                                                         | 8/15/2020-2021         | Building<br>Contents | \$500,000<br>\$500,000 | \$1,250<br>\$1,250   | <b>\$3,806</b>  |
| 7  | 1890 Switzer Rd                                                        | 8/15/2020-2021         | Building<br>Contents | \$500,000<br>\$93,600  | \$1,250<br>\$1,250   | <b>\$4,878</b>  |
| 8  | 1410-12 24th Ave                                                       | 8/15/2020-2021         | Building<br>Contents | \$500,000<br>\$300,000 | \$1,250<br>\$1,250   | <b>\$3,250</b>  |
| 9  | 2309 15th St                                                           | 8/15/2020-2021         | Building<br>Contents | \$500,000<br>\$250,000 | \$1,250<br>\$1,250   | <b>\$3,090</b>  |
| 10 | 30 Poplar Circle                                                       | 8/15/2020-2021         | Building             | \$15,400               | \$1,500              | <b>\$813</b>    |
| 11 | 250 E Railroad St                                                      | 8/16/2020-2021         | Building             | \$78,100               | \$1,000              | <b>\$1,229</b>  |
| 12 | 720 E Beach Blvd                                                       | 10/11/2020-2021        | Building             | \$67,300               | \$2,000              | <b>\$510</b>    |
| 13 | 720 E Beach Blvd                                                       | 10/11/2020-2021        | Building             | \$500,000              | \$2,000              | <b>\$977</b>    |
| 14 | 14416 Dedeaux Rd                                                       | 10/16/2020-2021        | Building<br>Contents | \$500,000<br>\$10,500  | \$50,000<br>\$50,000 | <b>\$2,200</b>  |
| 15 | 135 Courthouse Rd                                                      | 11/7/2020-2021         | Building<br>Contents | \$500,000<br>\$52,500  | \$50,000<br>\$50,000 | <b>\$3,200</b>  |
| 16 | 2218-2220 15th St                                                      | 11/28/2020-2021        | Building<br>Contents | \$500,000<br>\$500,000 | \$50,000<br>\$50,000 | <b>\$4,376</b>  |
| 17 | 1419 27th Ave                                                          | 11/28/2020-2021        | Building             | \$110,000              | \$10,000             | <b>\$1,312</b>  |
| 18 | 210 Cowan Rd                                                           | 12/30/2020-2021        | Building<br>Contents | \$500,000<br>\$169,800 | \$50,000<br>\$50,000 | <b>\$3,457</b>  |
| 19 | 1133 20th Ave                                                          | 7/12/2020-2021         | Building<br>Contents | \$500,000<br>\$31,500  | \$50,000<br>\$50,000 | <b>\$14,557</b> |

**TOTAL ESTIMATED PREMIUMS**
**\$63,912**
*\*Note premiums may increase as policies come up for renewal*



**Workers' Compensation Program**  
**City of Gulfport: May 1, 2021 - May 1, 2022**  
**April 8, 2021**

The City of Gulfport's Workers' Compensation Program has been certified as a qualified self-insurer by the State of Mississippi Worker's Compensation Commission effective May 1, 1987

The Excess Insurance Carrier is **Safety National Casualty Corporation**

The coverage is **statutory** excess of the Self-Insured Retention

Employers Liability Limit  
 Estimated Annual Payroll  
 Estimated Manual Premium

There is a per-occurrence self insured retention (SIR):      Police & Fire  
                                                                                                                          All Other

*There is an aggregate insurance stop-loss provision in this policy*

The aggregate point as a percentage of estimated standard premium:  
 Estimated Aggregate Attachment Point:  
 Rate as percent of normal/standard premium:

**Deposit Premium**

Policy Period Minimum Premium

|                           | Safety National -<br>Incumbent | Midwest<br>Employers  | Midwest<br>Employers  | Arch Insurance        |
|---------------------------|--------------------------------|-----------------------|-----------------------|-----------------------|
| Current Year<br>2020-2021 | Renewal<br>2021-2022           | Option 1<br>2021-2022 | Option 2<br>2021-2022 | Option 3<br>2021-2022 |
| \$1,000,000               | \$1,000,000                    | \$1,000,000           | \$1,000,000           | \$1,000,000           |
| \$26,609,947              | \$27,537,365                   | \$27,537,365          | \$27,537,365          | \$27,537,365          |
| \$523,652                 | \$543,658                      | \$597,229             | \$597,229             |                       |
| \$1,000,000               | \$1,000,000                    | \$1,000,000           | \$1,000,000           | \$1,000,000           |
| \$750,000                 | \$750,000                      | \$750,000             | \$1,000,000           | \$1,000,000           |
| \$ 11.15                  | \$ 11.15                       | 522%                  | 522%                  | No Aggregate          |
| \$2,967,009               | \$3,070,416                    | \$3,117,535           | \$3,117,535           |                       |
| 0.5600                    | 0.6440                         | 0.5870                | 0.5870                | 0.4752                |
| <b>\$149,016</b>          | <b>\$177,341</b>               | <b>\$161,849</b>      | <b>\$157,012</b>      | <b>\$130,858</b>      |
| \$141,565                 | \$168,474                      | \$145,664             | \$141,310             | \$138,858             |

This agreement will include coverage for Workers' Compensation loss caused by acts of foreign terrorism as defined by the agreement. Coverage for such loss will still be subject to all terms, definitions, exclusions and conditions in the Agreement, and any applicable federal and/or state laws, rules or regulations. The portion of the Employer's annual premium that is attributable to coverage for losses caused by an act of foreign terrorism is: 0.05%.

**Voluntary Comp Endorsement**

Broad Form All States for Employee Travel

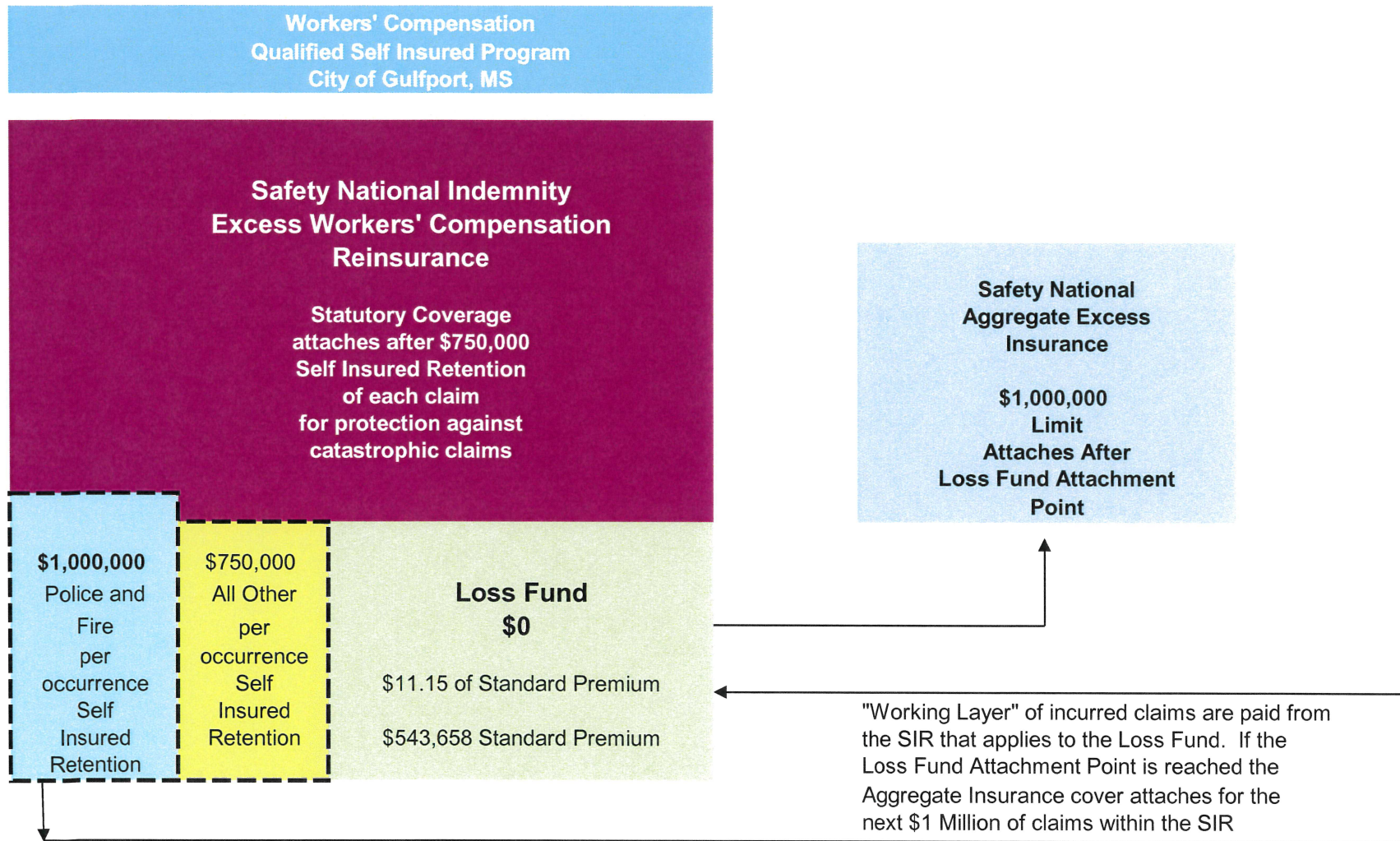
Waiver of Rights are available on an individual basis

Aggregate Excess Insurance Loss Limitation (where applicable)

Self-Insured Retention per Occurrence - Police & Firefighters



**As Proposed for Program Year: May 1, 2021-2022**



April 8, 2021





City of Gulfport Self Insured Workers' Compensation Program

Incepted May 1, 1989

Total Cost Exhibit: April 8, 2021

|                                                          | 11                                       | 10               | 9                | 8                | 7                | 6                | 5                | 4                | 3                | 2                | 1                | Effective<br>5/1/2021 |
|----------------------------------------------------------|------------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------------------|
| <b>Fixed Costs</b>                                       | <b>2010-2011</b>                         | <b>2011-2012</b> | <b>2012-2013</b> | <b>2013-2014</b> | <b>2014-2015</b> | <b>2015-2016</b> | <b>2016-2017</b> | <b>2017-2018</b> | <b>2018-2019</b> | <b>2019-2020</b> | <b>2020-2021</b> | <b>2021-2022</b>      |
| Excess Workers' Compensation Insurance                   | 81,955                                   | 85,697           | 87,967           | 94,455           | 153,589          | 142,892          | 142,873          | 144,072          | 139,745          | 144,780          | 149,016          | 177,341               |
| Letter of Credit                                         | 13,200                                   | 13,200           | 13,200           | 13,200           | 13,200           | 13,200           | 13,200           | 0                | 0                | 0                | 0                | 0                     |
| Workers' Comp SIR Bond                                   | 0                                        | 0                | 0                | 0                | 0                | 0                | 0                | 15,000           | 15,000           | 15,000           | 15,000           | 15,000                |
| Claims Administration                                    | 62,511                                   | 75,349           | 65,098           | 64,741           | 68,081           | 71,493           | 55,744           | 43,695           | 31,058           | 41,897           | 37,500           | 37,500                |
| <b>Total Fixed Costs:</b>                                | <b>157,666</b>                           | <b>174,246</b>   | <b>166,265</b>   | <b>172,396</b>   | <b>234,870</b>   | <b>227,585</b>   | <b>211,817</b>   | <b>211,817</b>   | <b>185,803</b>   | <b>201,677</b>   | <b>201,516</b>   | <b>229,841</b>        |
| Total Aggregate Claims Experience This Period: see below | 1,104,190                                | 712,936          | 821,496          | 816,277          | 766,118          | 351,089          | 229,996          | 629,369          | 444,252          | 537,408          | 280,064          |                       |
| <b>Total Projected Cost over 5 year term</b>             | <b>887,182</b>                           | <b>987,761</b>   | <b>988,673</b>   | <b>1,000,988</b> | <b>578,674</b>   | <b>441,813</b>   | <b>841,186</b>   | <b>630,055</b>   | <b>739,085</b>   | <b>481,580</b>   | <b>229,841</b>   |                       |
| <b>Total Manual Premium - 5 year term</b>                | <b>1,406,650</b>                         | <b>1,204,571</b> | <b>1,286,581</b> | <b>1,127,588</b> | <b>1,057,777</b> | <b>987,959</b>   | <b>963,602</b>   | <b>953,453</b>   | <b>823,796</b>   | <b>591,222</b>   | <b>523,652</b>   |                       |
| per Safety Natl standard premium quote                   |                                          |                  |                  |                  |                  |                  |                  |                  |                  |                  | 543,658          |                       |
|                                                          |                                          |                  |                  |                  |                  |                  |                  |                  |                  |                  | 523,652          |                       |
| <b>Net Cost Vs. Manual Premium (Ex Mod not applied*)</b> | <b>Difference over 5 year time frame</b> |                  |                  |                  |                  |                  |                  |                  |                  | less than manual | <b>-20,006</b>   |                       |

**CLAIMS EXHIBIT**

These claims figures come from loss experience report  
report (Associated Adjusters) 04/08/2020

|                                     | 2,010            | 2,011          | 2,012          | 2,013          | 2,014          | 2,015          | 2,016          | 2,017          | 2018           | 2019           | 2020           |
|-------------------------------------|------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Paid Claims (net of recoveries)     | 1,100,120        | 712,936        | 801,513        | 816,277        | 667,490        | 351,089        | 229,996        | 548,382        | 331,384        | 374,106        | 119,941        |
| + Outstanding Reserves              | 4,070            | 0              | 19,983         | 0              | 98,628         | 0              | 0              | 80,987         | 112,868        | 163,302        | 160,123        |
| = Total Incurred Claims             | <b>1,104,190</b> | <b>712,936</b> | <b>821,496</b> | <b>816,277</b> | <b>766,118</b> | <b>351,089</b> | <b>229,996</b> | <b>629,369</b> | <b>444,252</b> | <b>537,408</b> | <b>280,064</b> |
| - Claims Excess SIR                 | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              |
| = Total Aggregate Claims Experience | <b>1,104,190</b> | <b>712,936</b> | <b>821,496</b> | <b>816,277</b> | <b>766,118</b> | <b>351,089</b> | <b>229,996</b> | <b>629,369</b> | <b>444,252</b> | <b>537,408</b> | <b>280,064</b> |

For Reference: Annual Payroll \$26,685,263 \$25,537,050 \$25,537,076 \$25,537,076 \$26,185,995 \$25,867,945 25,867,945 \$26,157,928 \$ 26,272,261 \$25,702,683 \$26,609,947 \$ 27,537,364  
Cost of Claims per \$100 of Payroll

Gulfport does not have an Experience Modification Factor on record. If the City had been insured in the commercial market during this term or the trailing 3 years NCCI would have calculated a rate modification factor using claims experience as a base. This would almost undoubtedly resulted in the factor being a debit that would increase the manual premium. When this program was incepted the Experience Modification Factor was in the range of 175%. This would have been a multiple of the manual premium.

\*\* Claims Service Administration is based on a combination of time & expense after 2 years open and per claim type less than 2 years open basis.

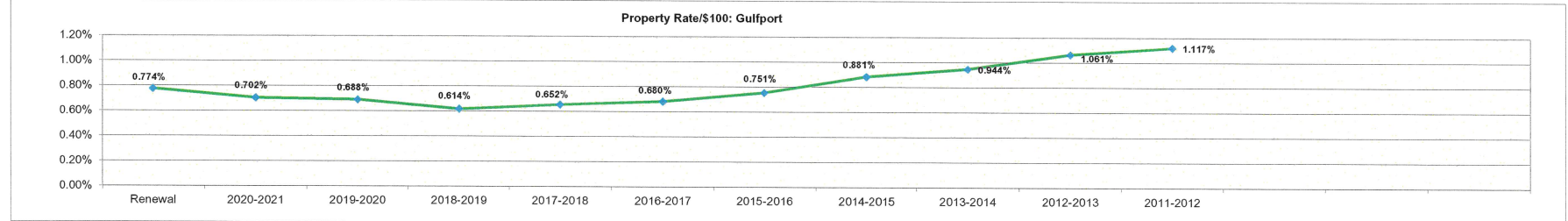
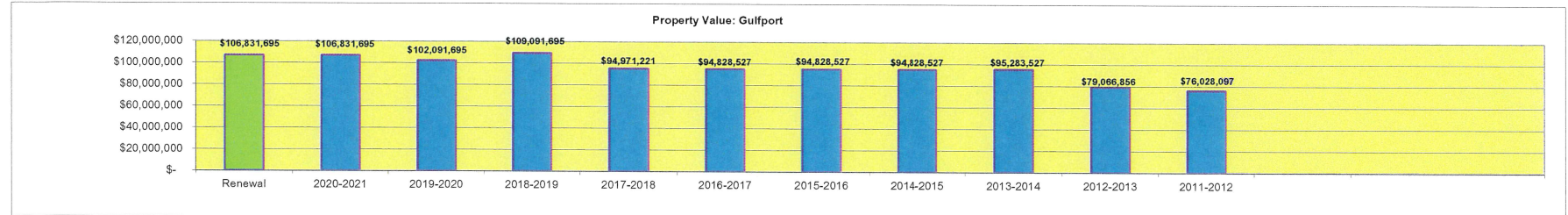
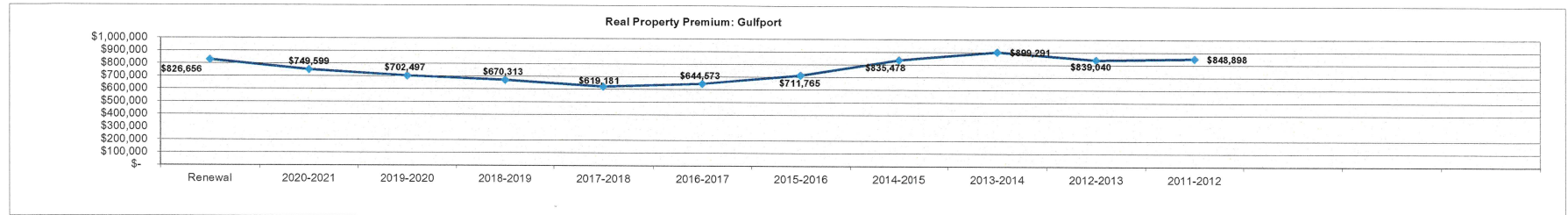
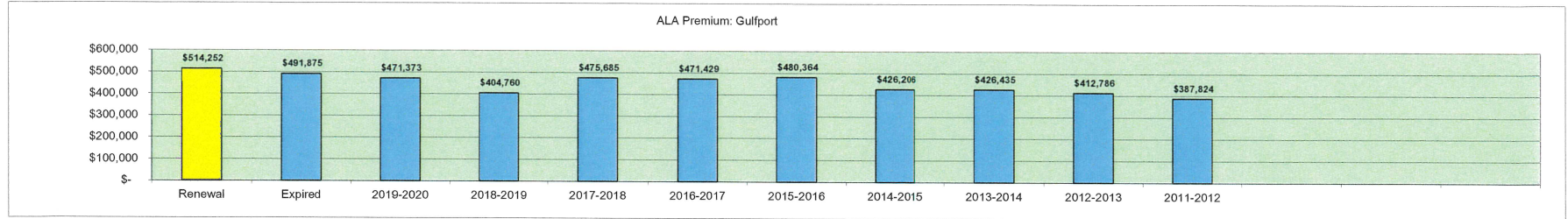
The per claim and T&E cost are under contract subject to approval by the Council. The service costs in any given year is generated by the cost of all open claims including those still open in previous years.



# City of Gulfport

## Insurance Cost Trends Past 10 Years

April 8, 2021



## Acceptance of Proposal

### City of Gulfport

Please bind coverage as proposed by BXS Insurance, effective 5/1/2021.

I understand that this proposal is only an outline of the insurance policy/policies and does not include all of the terms, coverages, exclusions, limitations and conditions included in the insurance policy/policies. Regardless of the terms, limitations and conditions carried in prior years, this proposal contemplates only the limits, terms, conditions, warranties and exposures represented herein. The insurance policy/policies will include these specific details.

\*\*\*\*\*

X

I accept the proposal as presented

\_\_\_\_\_

I accept the proposal with the following changes:

\_\_\_\_\_

I reject this proposal

\*\*\*\*\*

### ***Binding Subjectivities***

\*\*\*\*\*

4-21-21

Date Signed

[Signature]  
Authorized Signature of Named Insured

Mayor  
Title

Billy Hewes  
Print Name



## BXSI Resource Options

| Resources                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| You Currently Have Checked Items |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| X                                | <p><b>PRESS</b> – Stewardship report providing detail analysis of losses on all coverage lines, multiple policy years.</p> <ul style="list-style-type: none"> <li>• Identifies Severity and Frequency Trends</li> <li>• Provides Loss Ratio by Line/Policy Year</li> <li>• Itemizes Exposures/Rates on GL and WC</li> <li>• Provides Benchmarking/RCOR Analysis</li> <li>• Overview of Resources</li> </ul>                                                                                                                                        |
| X                                | <p><b>Loss Control</b> – Specializes in helping you proactively prevent, reduce and manage exposures while reducing the frequency and severity of losses. Rather than restricting services by a predetermined date, we provide loss control services at the time needs arise.</p>                                                                                                                                                                                                                                                                  |
|                                  | <p><b>Work Comp Injury Triage</b> – provides professional and immediate response on work compensation claims:</p> <ul style="list-style-type: none"> <li>• Access to Occupational Registered Nurse 24/7 for Treatment Recommendations</li> <li>• Claim reporting completes 1<sup>st</sup> Report of Injury. Notifies Carrier</li> <li>• Controls and Reduces Claim Cost</li> <li>• Reduces Fraudulent Claims/Records All Calls</li> <li>• Interpreters Available</li> </ul>                                                                        |
|                                  | <p><b>CARE</b> – Internal workers' compensation monitoring tool designed to reduce impact of claims which ultimately reduces experience modifier. The program monitors workers' compensation claims:</p> <ul style="list-style-type: none"> <li>• Any Claim over \$5,000</li> <li>• Claims with Indemnity Reserve</li> <li>• Any Claim Open Longer than 180 Days</li> <li>• Experience Mod Reviewed before Unit Stat</li> <li>• Experience Mod Checked at Renewal</li> </ul>                                                                       |
|                                  | <p><b>Transportation Compliance Services</b> – provides assistance to motor carriers to maintain compliance with the U.S. DOT and the FMCSA.</p> <ul style="list-style-type: none"> <li>• Evaluate State of Compliance</li> <li>• Quarterly DOT style audits with action plans</li> <li>• Manage Drug and Alcohol Consortium</li> <li>• Carrier Compliance Audits</li> <li>• Drive MVR Reports</li> <li>• Hazardous Materials Training</li> <li>• IFTA Processing &amp; Reporting</li> <li>• Accident Investigation/Vehicle Inspections</li> </ul> |
|                                  | <p><b>Certificate E-Service</b></p> <p><b>Issuance</b> – Online certificate service offering electronic generation of certificates and auto ID cards 24/7 at no cost.</p> <p><b>Tracking</b> – Automates the tracking of Vendors, Sub-contractors, Project by Expiration Date, compares contract requirement, automates certificate request and notices of deficiencies of coverage</p>                                                                                                                                                            |



### POWER OF ATTORNEY TO CANCEL INSURANCE

Insured hereby appoints BXS Insurance, Inc. and its employees (hereinafter "Broker") as Insured's attorney in fact with full authority to cancel any policy of insurance, including renewals, for nonpayment of any premium or fees owed by Insured to the Broker or any Carrier on any Policy or Bond for which BXS Insurance, Inc. served as the Broker and to receive all unearned or return premium due thereon upon such cancellation.

This Power of Attorney shall be effective until such time as it is revoked in writing by Insured and received by Broker.

Witness my hand this 21 day of April (Month), 2021 (Year).

Printed Name of Insured:

City of Gulfport  
Mayor Billy Hewes

Signature of Insured or Authorized Insured Representative:

A handwritten signature in blue ink, appearing to be "Billy Hewes", written over the signature line.

**AGREEMENT BETWEEN THE CITY OF  
GULFPORT AND COMMODITY (Group E – Ready Mix Concrete) SUPPLIER  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is dated as of the 27<sup>th</sup> day of April in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and BAYOU CONCRETE, LLC, (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article I. Commodities.**

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

**Article II. Contract Times.**

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period April 20, 2021, through December 31, 2021, such period to commence on the last date of execution of this agreement herein ("Contract Term"). It is agreed that there is one (1) optional period of three hundred sixty-five (365) calendar days, such option period to commence upon expiration of the Contract Term ("Option Term"). Such Option Term shall be effective if both CITY and SUPPLIER agree to exercise this option and extend the Contract Term for this second three hundred sixty-five (365) day term, with all prices remaining constant during such time.

**Article III. Contract Price.**

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER's Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit "A" and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

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

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

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

#### Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

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

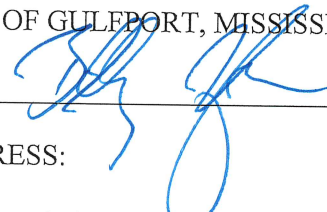
This Agreement will be effective on April 27<sup>th</sup>, 2021 (latest of the dates below and the effective date of this Agreement).

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

BAYOU CONCRETE, LLC

BY: 

BY: 

ADDRESS:

ADDRESS:

P.O. Box 1780  
Gulfport, MS 39502

14312 Creosote Rd.  
Gulfport, MS 39503

DATE: April 21, 2021

DATE: 4/27/21

**SECTION 00520  
CONTRACT**

---

**THIS AGREEMENT** is dated as of the 9<sup>th</sup> day of April in the year 2021, by and between the City of Gulfport (hereinafter called OWNER) and SCI, Inc. (hereinafter called CONTRACTOR).

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

**ARTICLE 1 - WORK**

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

**U.S. HIGHWAY 49 AT 18<sup>TH</sup> STREET DRAINAGE IMPROVEMENTS  
GULFPORT, MISSISSIPPI**

**ARTICLE 2 - ENGINEER**

The Project has been designed by:

NEEL-SCHAFER  
772 Howard Avenue  
Biloxi, Mississippi 39530

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

**ARTICLE 3 - CONTRACT TIMES**

3.1. The Work will be substantially completed within One Hundred and Eighty (180) calendar days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions. If Additive Alternative A is chosen, and additional Sixty (60) calendar days will be added to the Contract Time.

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

CITY OF GULFPORT

CONTRACT  
00520-1

delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Eight Hundred and Thirty Dollars (\$830.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Eight Hundred and Thirty Dollars (\$830.00) for each calendar day that expires after the time specified in the Certificate of Substantial Completion for completion and readiness for final payment.

#### **ARTICLE 4 - CONTRACT PRICE**

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

The sum of One million eight hundred twenty thousand seven hundred thirty dollars and eighty cents ( \$1,820,730.80 ) in accordance with CONTRACTOR'S Bid Proposal dated January 14, 2021.

#### **ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

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

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

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

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

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97.5%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## **ARTICLE 6 - INTEREST**

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

## **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

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

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

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



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

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

## **ARTICLE 8 - CONTRACT DOCUMENTS**

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

CITY OF GULFPORT

CONTRACT  
00520-4

- 8.1. This Agreement (pages 1 to 7, inclusive).
- 8.2 Notice of Award.
- 8.3. Performance, Payment, and other Bonds consisting of four (4) pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 46, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 14, inclusive).
- 8.7 Technical specifications bearing the title:

**TECHNICAL SPECIFICATIONS FOR THE U.S. HIGHWAY 49 AT 18<sup>TH</sup> STREET  
DRAINAGE IMPROVEMENTS**

**GULFPORT, MISSISSIPPI**

- 8.8. Drawings consisting of a cover sheet and sheets numbered TL-1 through DET-11, inclusive, with each sheet bearing the following general title:

**DRAINAGE IMPROVEMENTS ON 18<sup>TH</sup> STREET AT US 49 TO BRICKYARD BAYOU  
GULFPORT, MISSISSIPPI**

- 8.9. Addenda numbers 1 to 1, inclusive.
- 8.10. CONTRACTOR's Bid Proposal (pages 1 to 8, inclusive).
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages     to    , inclusive).
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

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

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

## ARTICLE 9 - MISCELLANEOUS

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

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

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

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

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

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

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

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

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

9.6. OTHER PROVISIONS.

None.

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

This Agreement will be effective on April 9, 2021 (which is the effective Date of the Agreement).

OWNER: CITY OF GULFPORT

By: Billy Hewes

Mayor

[CORPORATE SEAL]

Attest Bonnie Rogers

Address for giving notices:  
P.O. BOX 1780  
GULFPORT, MS 39502

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

CONTRACTOR: SCI, Inc.

By: David Shackelford

David Shackelford, President, SCI, Inc.

[CORPORATE SEAL]

Attest Valerie Mabry

Valerie Mabry, Witness

Address for giving notices: 13524 Old Highway 67, Biloxi, MS 39532

Certificate of Responsibility

No. 04939-MC

Agent for service of process:

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

CITY OF GULFPORT

CONTRACT  
00520-7

STATE OF MISSISSIPPI

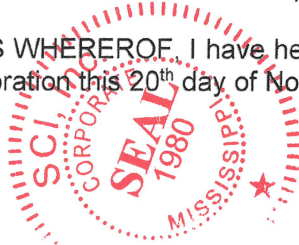
HARRISON COUNTY

**CERTIFIED  
RESOLUTION  
OF THE BOARD OF DIRECTORS  
OF SCI, INC.,  
a Mississippi Corporation**

Before me, the undersigned, a Notary Public in and for said county and said estate, personally appeared Glenda J. Shackelford, who being duly sworn stated the following:

1. I am the duly elected Corporate Secretary of SCI, Incorporated, a corporation organized and existing under the laws of the state of Mississippi, and
2. I do hereby certify that attached hereto as Exhibit "A" is a true and correct copy of the resolution of the Company adopted by the Board of Directors of SCI, Incorporated, on November 20, 2020, pertaining to the authorization of officers to sign, execute and deliver on behalf of the Company all construction contracts and all documents relating to the construction contract which resolution is presently in full force and effect:

IN WITNESS WHEREOF, I have hereunto subscribed my signature and affixed the seal of the corporation this 20<sup>th</sup> day of November, 2020.



  
Glenda J. Shackelford

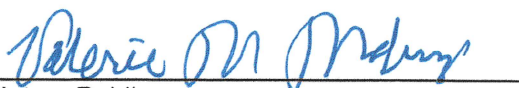
**SCI, INC.  
OFFICERS AUTHORIZED TO SIGN CONTRACTS**

STATE OF MISSISSIPPI  
HARRISON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Glenda J. Shackelford, whose name as Corporate Secretary of **SCI, INC.**, a Mississippi corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, in her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 20<sup>th</sup> day of November, 2020.



  
Valerie M. Mabry  
Notary Public  
My Commission Expires: 3/20/2024

"EXHIBIT A"

**ACTIONS TAKEN BY WRITTEN CONSENT  
BY THE BOARD OF DIRECTORS OF  
SCI, INC.**

By written consent of all the directors of SCI, Incorporated (the "Company"), the following actions and resolutions were taken and consented to:

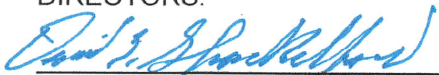
**BE IT RESOLVED** that either the President, Vice President, Secretary or Treasurer of SCI, Inc., whose names appear on the Corporate minutes of its Annual Meeting held November 20, 2020, are authorized to sign and execute construction contracts, and all documents relating to the construction contract, on behalf of the Company. They are the following:

|                        |                     |
|------------------------|---------------------|
| David J. Shackelford   | President           |
| Glenda J. Shackelford  | Secretary/Treasurer |
| Michael D. Shackelford | Vice President      |
| Brandy J. Hamilton     | Vice President      |

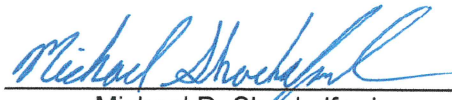
Each of whom is currently serving in the capacity to which elected.

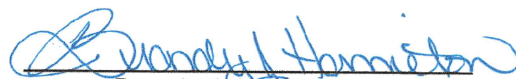
The above actions and resolutions being taken upon the written consent of all the directors of SCI, Inc., their signatures below. This the 20<sup>th</sup> day of November, 2020.

DIRECTORS:

  
\_\_\_\_\_  
David L. Shackelford

  
\_\_\_\_\_  
Glenda J. Shackelford

  
\_\_\_\_\_  
Michael D. Shackelford

  
\_\_\_\_\_  
Brandy J. Hamilton

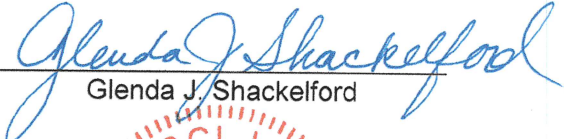




**SCI, INC.  
SECRETARY'S CERTIFICATE**

I, Glenda J. Shackelford, duly elected Secretary of SCI, Inc., a Mississippi corporation, do hereby certify that attached hereto as Exhibit "A" is a true and correct listing of the officers authorized to sign and execute construction contracts, and all documents relating to the construction contract, on behalf of the Company.

In witness whereof, I have hereunto signed my name as of the 20<sup>th</sup> day of November, 2020.

  
Glenda J. Shackelford



SECTION 00610  
**PERFORMANCE BOND**

*Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.*

**CONTRACTOR** (Name and Address):

SCI, Inc.  
13524 Old Highway 67  
Biloxi, Mississippi 39532

**SURETY** (Name and Principal Place of Business):

The Gray Insurance Company  
P. O. Box 6202  
Metairie, LA 70009-6202

**OWNER** (Name and Address):

The City of Gulfport  
2309 15th Street  
Gulfport, MS 39501

**CONSTRUCTION CONTRACT:**

Effective Date of Agreement: \_\_\_\_\_  
Amount: **\$1,820,730.80**  
Description (Name and Location): **U.S. Highway 49 at 18th Street Drainage Improvements**

**BOND:**

Bond Number: **GS52800069**  
Date: \_\_\_\_\_  
(Not earlier than Effective Date of Agreement)  
Amount: **\$1,820,730.80**  
Modifications to this Bond Form: **None**

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent or representative. (Note: Provide execution by additional parties, such as joint venturers, if necessary.)

**CONTRACTOR AS PRINCIPAL:**

SCI, Inc.

Contractor's Name and Corporate Seal

By:

Signature

David Shackelford

Print Name

President, SCI, Inc.

Title

Attest:

Signature

Michael Shackelford  
Vice President, SCI, Inc.

Title

**SURETY:**

The Gray Insurance Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Amanda Jean Charfauros

Print Name

Attorney-in-Fact & Resident MS Agent

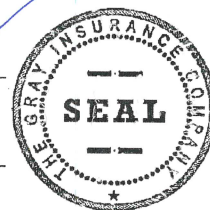
Title Fisher Brown Bottrell Insurance, Inc.

Attest:

Signature

Peggy Jackson, Witness

Title



1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions:
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**SECTION 00615**  
**PAYMENT BOND**

Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

SCI, Inc.  
13524 Old Highway 67  
Biloxi, MS 39532

**SURETY (Name and Principal Place of Business):**

The Gray Insurance Company  
P. O. Box 6202  
Metairie, LA 70009-6202

**OWNER (Name and Address):**

The City of Gulfport  
2309 15th Street  
Gulfport, MS 39501

**CONSTRUCTION CONTRACT:**

Date: \_\_\_\_\_  
Amount: **\$1,820,730.80**  
Description (Name and Location): **U.S. Highway 49 at 18th Street Drainage Improvements**

**BOND:**

Bond Number: **GS52800069**  
Date: \_\_\_\_\_  
(Not earlier than Construction Contract Date)  
Amount: **\$1,820,730.80**  
Modifications to this Bond Form: **None**

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent or representative.

**CONTRACTOR AS PRINCIPAL:**

SCI, Inc.

Contractor's Name and Corporate Seal

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

Signature

**David Shackelford**

Print Name

**President, SCI, Inc.**

Title

Attest: \_\_\_\_\_

Signature **Michael Shackelford**

**Vice President, SCI, Inc.**

Title

**SURETY:**

The Gray Insurance Company

(Seal)

Surety's Name and Corporate Seal

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

Signature (Attach Power of Attorney)

**Amanda Jean Charfauros**

Print Name

**Attorney-in-Fact & Resident MS Agent**

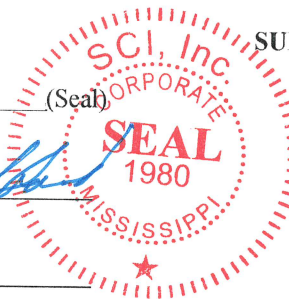
Title **Fisher Brown Bottrell Insurance, Inc.**

Attest: \_\_\_\_\_

Signature

**Peggy Jackson, Witness**

Title



(Note: Provide execution by additional parties, such as joint venturers, if necessary.)

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies and hold harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Contractor:
  1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
  2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
  3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy all claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner

accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.2 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, material or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** GS52800069

**Principal:** SCI, Inc.

**Project:** City of Gulfport, MS

U. S. Highway 49 at 18th Street Drainage Improvements

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Jerry G. Veazey, Jr., Trina Cobb, Peggy L. Jackson, Angela Bullie, Brody Eric Buckley, Amanda Jean Charfauros, and Stephen Wesley Price, Jr. of Jackson, Mississippi jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12<sup>th</sup> day of September, 2011.



By:

*Michael T. Gray*  
Michael T. Gray  
President, The Gray Insurance Company  
and  
Vice President,  
The Gray Casualty & Surety Company

Attest:

*Mark S. Manguno*  
Mark S. Manguno  
Secretary,  
The Gray Insurance Company,  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12<sup>th</sup> day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



*Lisa S. Millar*

Lisa S. Millar, Notary Public, Parish of Orleans  
State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this 2<sup>nd</sup> day of April, 2021.



*Mark S. Manguno*

Mark S. Manguno, Secretary  
The Gray Insurance Company  
The Gray Casualty & Surety Company





SCIINC0-01

KBISHOP

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                 |  |                                                                                                                                       |  |
|-------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Fisher Brown Bottrell Insurance, Inc.<br>P. O. Box 1490<br>Jackson, MS 39215 |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> (601) 960-8200<br><b>FAX (A/C, No):</b> (601) 208-7484<br><b>E-MAIL ADDRESS:</b> |  |
|                                                                                                 |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                  |  |
|                                                                                                 |  | <b>NAIC #</b>                                                                                                                         |  |
|                                                                                                 |  | <b>INSURER A : National Trust Insurance Company</b>                                                                                   |  |
|                                                                                                 |  | <b>20141</b>                                                                                                                          |  |
|                                                                                                 |  | <b>INSURER B : Brierfield Insurance Company</b>                                                                                       |  |
|                                                                                                 |  | <b>10993</b>                                                                                                                          |  |
|                                                                                                 |  | <b>INSURER C : Safety National Casualty Corporation</b>                                                                               |  |
|                                                                                                 |  | <b>15105</b>                                                                                                                          |  |
|                                                                                                 |  | <b>INSURER D :</b>                                                                                                                    |  |
|                                                                                                 |  |                                                                                                                                       |  |
|                                                                                                 |  | <b>INSURER E :</b>                                                                                                                    |  |
|                                                                                                 |  |                                                                                                                                       |  |
|                                                                                                 |  | <b>INSURER F :</b>                                                                                                                    |  |
|                                                                                                 |  |                                                                                                                                       |  |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                              | ADDL INSD | SUBR WVD | POLICY NUMBER            | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GPP100056313             | 4/8/2020                | 4/8/2021                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>EMPLOYEE BENEFIT \$ 1,000,000 |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                     |           |          | CA100056314              | 4/8/2020                | 4/8/2021                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                           |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                                                                                     |           |          | UMB100056315             | 4/8/2020                | 4/8/2021                | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$                                                                                                                                                                                                              |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                     |           | N/A      | SP4058819/M9WK0000002422 | 9/1/2020                | 9/1/2021                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                 |
| A        | <b>Equipment Floater</b>                                                                                                                                                                                                                                                                                       |           |          | CPP100056313             | 4/8/2020                | 4/8/2021                | Leased/Rented 750,000                                                                                                                                                                                                                                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: U.S. Hwy 49 at 18th Street Drainage Improvements Gulfport, MS

General Liability contains blanket additional insured wording on a primary/non-contributory basis including products-completed operations and a blanket waiver of subrogation when required by written contract. Auto Liability policy contains blanket additional insured wording on a primary and non-contributory basis and a blanket waiver of subrogation when required by written contract. Workers' Compensation policy provides for the payment of benefits under the laws of the State of Mississippi only and includes a Waiver of Subrogation in favor of the Certificate Holder. No Federal (USL&H, Jones Act). Umbrella is "Follow Form". All coverages are subject to policy terms, conditions and exclusions. Thirty day notice of cancellation applies to the certificate holder when required by written contract. Ten day notice of cancellation applies to non-payment of premium.

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

City of Gulfport  
P. O. Box 1780  
Gulfport, MS 39502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: SCIINC0-01

KBISHOP

LOC #: 0

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

|                                                        |                             |                                                                                            |  |
|--------------------------------------------------------|-----------------------------|--------------------------------------------------------------------------------------------|--|
| AGENCY<br><b>Fisher Brown Bottrell Insurance, Inc.</b> |                             | NAMED INSURED<br>SCI, Inc.<br>PMB-345<br>3586 Sangani Blvd, Ste L<br>D'Iberville, MS 39540 |  |
| POLICY NUMBER<br><b>SEE PAGE 1</b>                     |                             | EFFECTIVE DATE: <b>SEE PAGE 1</b>                                                          |  |
| CARRIER<br><b>SEE PAGE 1</b>                           | NAIC CODE<br><b>SEE P 1</b> |                                                                                            |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

CERTIFICATE HOLDER CONTINUED: and Neel-Schaffer, Inc., its officers, directors, employees and all subconsultants



DEPARTMENT OF THE NAVY  
NAVAL CONSTRUCTION BATTALION CENTER  
4902 MARVIN SHIELDS BLVD  
GULFPORT MS 39501-5001

NCBC  
5530  
N00

MUTUAL AID AGREEMENT  
BETWEEN  
COMMANDING OFFICER,  
NAVAL CONSTRUCTION BATTALION CENTER GULFPORT  
AND  
THE CITY OF GULFPORT POLICE DEPARTMENT  
GULFPORT, MISSISSIPPI

Subj: MUTUAL AID AGREEMENT

This is a Mutual Aid Agreement (MAA) between the Commanding Officer (CO), Naval Construction Battalion Center (NCBC) and the Gulfport Police Department (GPD). When referred to collectively, NCBC and GPD are referred to as the "Parties".

1. Purpose. To enter into an agreement between NCBC and GPD which defines the scope of services provided by GPD.
2. Authorities. This MAA between the CO, NCBC and GPD will become effective upon ratification by the City Council of the City of Gulfport, Mississippi.
3. Background. NCBC does not have Special Weapons Tactics Team (SWAT) and limited Narcotic/Explosive Detection Dog Team capabilities. In the event the need arises, Security Director (SECDIR) or Command Duty Officer (CDO), NCBC will contact GPD Dispatch and request the response of the SWAT or Narcotic Detection Dog Team.

4. Responsibilities.

GPD Agrees:

4.1. Dispatch SWAT or Narcotic/Explosive Detection Dogs to assist the Security Department onboard NCBC, when requested by the SECDIR or CDO.

4.2. To work jointly with the Security Department concerning breach of NCBC Security or terrorist activities.

5. Personnel. Each Party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel.

6. General Provisions.

Subj: MUTUAL AID AGREEMENT

6.1. Points of Contact (POC): The following POC will be used by the Parties to communicate in the implementation of this MAA. Each Party may change its POC upon reasonable notice to the other Party.

For NCBC:

Primary, Antiterrorism Officer (228) 871-3599

Alternate, Deputy SECDIR (228) 871-2104

For the GPD:

Primary, Chief of Police (228) 868-5958

Alternate, Deputy Chief of Police (228) 868-5959

6.2. Correspondence: All correspondence to be sent and notices to be given pursuant to this MAA will be addressed to the SECDIR at the following:

Security Director

4902 Marvin Shields Blvd, Building 436

Gulfport, MS 39501

And to the following:

Gulfport Chief of Police

2220 15th Street

Gulfport, MS 39501

6.3. Review of Agreement: This MAA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

6.4. Modification of Agreement: This MAA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. Each Party will conduct an annual review of this agreement to evaluate its effectiveness and determine if any modification is needed. When practical, support agreement modifications will be made bilaterally and with sufficient advance notice to permit appropriate resources.

6.5. Termination of Agreement: This MAA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MAA may also be terminated at any time upon the mutual written consent of Parties.

6.6. Transferability: This MAA is not transferable except with the written consent of the Parties.

6.7. Entire Agreement: It is expressly understood and agreed that this MAA embodies the entire agreement between the Parties regarding the MAA's subject matter.

Subj: MUTUAL AID AGREEMENT

6.8. Effective Date: This MAA takes effect beginning on the day after the last Party signs.

6.9. Expiration Date: This MAA will expire five years from the date of final signature unless terminated sooner by mutual agreement.

6.10. Cancellation of Previous Agreement: This MAA cancels and supersedes the previously signed agreement between the same parties titled Mutual Aid Agreement dated 1 June 2015.

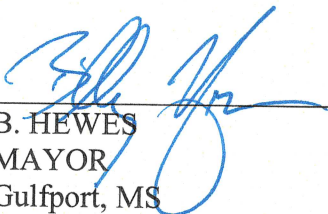
6.11. Disputes: Any disputes arising from performance of any provision of this agreement shall be resolved through each Party's respective chain of command.

7. Financial Details. No Party will be liable to the other Party with regard to the extent of resources or assistance provided. Also, no Party shall be obligated to reimburse the other party for costs incurred pursuant to this agreement.

8. Approval. This agreement has been agreed on and will be executed by the Parties concerned, as shown by their signatures below.

  
\_\_\_\_\_  
J. S. POWELL, CAPT, USN  
Commanding Officer  
NCBC Gulfport

5 May 2021  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
B. HEWES  
MAYOR  
Gulfport, MS

5/11/2021  
\_\_\_\_\_  
(Date)