



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, June 7, 2022

1:30 PM

*Gulfport City Hall
Council Chambers*

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointment

- 1 Approval of Minutes - for May 17, 2022 SCM.
- 2 Approval of Minutes - for May 17, 2022.
- 3 Approval of Minutes - for May 19, 2022 SCM.
- 4 Ratification - of Appointment to the Gulf Regional Planning Commission Board of Commissioners.

Code Enforcement / Planning

- 5 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.
- 6 Certificate of Resubdivision - divided into two parcels zoned B-1 (Neighborhood business) - located at 16303 Highway 53 - Case # 2204PC047 - Ward 7.
- 7 Certificate of Resubdivision - divide into three parcels zoned R-1-10 (Single-family) - located at 27 Jay Drive and Alta Vida Court - Case # 2204PC048 - Ward 6.

- 8 Certificate of Resubdivision - divide into three parcels zoned R-2 (Single-family) - located at 3107 55th Avenue - Case # 2204PC056 - Ward 1.
- 9 Certificate of Resubdivision - divide into two parcels Zoned R-1-15 (Single-family) - located at 15361 South Swan Road - Case # 2204PC072 - Ward 7.
- 10 Final Plat - approval of a 16-lot subdivision (Florence Gardens Phase VII) - on a tax parcel zoned R-1-7.5 - located at Orchard Street - Case # 2204PC059 - Ward 6.
- 11 Final Plat - approval of a 26-lot subdivision (Florence Gardens Phase VIII) on a tax parcel zoned R-1-10, R-1-15, R-2 - Located at Preservation Drive - Case # 2204PC061 - Ward 6.
- 12 Final Plat - approval of a 24-lot subdivision (Florence Gardens Phase IX) on tax parcels zoned R-1-10 and R-1-15 - located at Orchard Street - Case # 2204PC062 - Ward 6.
- 13 Final Plat - approval of a 7-unit condo development (Shallow Point) on a tax parcel zoned R-2 - located at Runnymede Road - Case # 2204PC070 - Ward 5.
- 14 Final Plat - approval of a 5-lot subdivision (Corporate Court) on a tax parcel zoned I-3 - located at Corporate Drive - Case # 2204PC078 - Ward 5 - with Appeal.

Ordinances

- 15 Ordinance - rezoning from T5 (Urban Center Zone) to T6 (Urban Core Zone) - located at 1458 Magnolia Street - Case # 2202PC027 - Ward 4.
- 16 Ordinance - rezoning a tax parcel from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus") - located at 1026 Pine Street - Case # 2204PC069 - Ward 4.
- 17 Ordinance - rezoning a tax parcel from R-1-15 (Single-family) to I-2 (Heavy industry) - located at South Swan Road - Case # 2204PC073 - Ward 7.
- 18 Ordinance - rezoning two tax parcels from B-1 (Neighborhood Business) and R-2 (Single-family) to R-O (Residence-Office) - located at 22nd Avenue - Case # 2204PC079 - Ward 5.

Resolutions

- 19 Resolution - authorizing acceptance of water meter access easement from 605 Holdings, LLC, and for related purposes.
- 20 Resolution - appointing Mississippi Municipal League 2022 Voting Delegates for the City of Gulfport, and for related purposes.
- 21 Resolution - agreeing to termination of Lease with The Lighthouse for the Blind in New Orleans, Inc., and for related purposes.
- 22 Resolution - approving Agreement between the Gulfport School District and the City of Gulfport concerning reimbursement for Law Enforcement Services (School Resource Officers), and for related purposes.
- 23 Resolution - approving Agreement between the Harrison County School District and the City of Gulfport, MS, concerning reimbursement for Law Enforcement Services (School Resource Officers), and for related purposes.
- 24 Resolution - approving Lease Agreement with National Railroad Passenger Corporation d/b/a Amtrack, and for related purposes.
- 25 Resolution - approving Service Proposal with Engineered Cooling Services, and for related purposes.
- 26 Resolution - approving the temporary closure of municipal right of way for 2022 Christmas Parade, and for related purposes.
- 27 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.
- 28 Resolution - authorizing the City of Gulfport, by and through the Gulfport Police Department, to apply for a Port Security Grant, and for related purposes.
- 29 Resolution - approving sale of sidearm to David C. Ryle upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131 (rev. 2014).
- 30 Resolution - approving sale of sidearm to Craig Petersen upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131 (rev. 2014).
- 31 Resolution - approving sale of sidearm to Jerry Birmingham upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131 (rev. 2014).

- 32 Resolution - approving sale of sidearm to Bradley Walker upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131 (rev. 2014).
- 33 Resolution - declaring certain and various equipment and other items of municipal personal property to be surplus property and authorizing sale of said items, and for related purposes.
- 34 Resolution - declaring certain and various parts and tools and other items of municipal personal property to be surplus property which is no longer used or needed by the municipality and authorizing sale of said items of municipal personal property by public sale, and for related purposes.
- 35 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 of Gulfport, and for related purposes.
- 36 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.
- 37 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Ida on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

- 38 Budget Amendment #112 - appropriating funds for Redistricting Fees. (*no publication needed*)
- 39 Budget Amendment #113 - increasing line item 277 from drug-related arrests. (*no publication needed*)
- 40 Budget Amendment #114 - increasing line item 286 Capital from CNET for restitution. (*no publication needed*)
- 41 Budget Amendment #115 - increasing supplies for needed Civil Service expenditures. (*no publication needed*)
- 42 Docket of Claims - to be approved through June 8, 2022.

Routine Agenda

- 43 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 44 Code Enforcement Notice(s) - to be made a part of the minutes.
- 45 Legal Notice - advertisement for bids for Parts Auction.
- 46 Legal Notice - advertisement for rebid of Jones Park Tensile Structure repairs.
- 47 Legal Notice - advertisement for reverse auction of Hidrostral Pumps for the Debuy's Road Pump Station Replacement Project.
- 48 Legal Notice - advertisement for a reverse auction of mast arm poles for Public Works.
- 49 Legal Notice - advertisement for the sole source of Hurst Jaws of Life Tools for Fire Department.
- 50 Letter - regarding emergency purchase by Purchasing to Courtesy Motors, inc. for police vehicles - Police Department - to be made a part of the minutes.
- 51 Letter - regarding bid awarded by Purchasing to Hydra-Stop LLC for 6" inserta-valves-restock - Public Works - to be made a part of the minutes.
- 52 Letter - regarding bid awarded by Purchasing to Seal Electric for Generators - Fire Department - to be made a part of the minutes.
- 53 Ratification - of Deed from Land Trust for the Mississippi Coastal Plain to City of Gulfport - to be made a part of the minutes.
- 54 Ratification - of previously approved and executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.
- 55 Ratification - of various easements and deeds - to be made a part of the minutes.

Public Agenda

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

Council Comments

Memorial Adjournment

- **Mr. Dennis Shoemaker**

Executive Session

Setting of Next Meeting and Adjournment



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, May 17, 2022

10:30 AM

*Gulfport City Hall
Council Chambers*

10:30 A.M. - 11:45 A.M.

The Mayor and Members of Council met at City Hall at 10:30 AM, on the above date, same being an adjourned meeting from a Special Called Meeting on May 6, 2022 at 1:15 P.M.

Present: Mayor Billy Hewes, CAO Leonard Papania, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas,

Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, and Richard Kosloski.

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

Declaration of Special Call Meeting

Motion to Declare a Special Called Meeting and to have the meeting notice thereof appended as Exhibit "A" to these minutes, Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Workshop

- 1 Discussion - related to Redistricting.

Presenter:

Chris Watson - Bridge & Watson, Inc.

Attachment(s):

[Proposed Redistricting Plan 1 - MAP](#)

[Proposed Redistricting Plan 1 - Demographics](#)

[Proposed Redistricting Plan 2 - MAP](#)

[Proposed Redistricting Plan 2 - Demographics](#)

[Proposed Redistricting Plan 3 - MAP](#)

[Proposed Redistricting Plan 3 - Demographics](#)

[Map 4](#)

[Map 4 - Demographics](#)

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn, until May 17, 2022 at 1:30 P.M. for a Regular Meeting, 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, Myles Sharp, R.Lee Flowers, Richard Kosloski

City Clerk

Mayor



City of Gulfport, Mississippi

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Declaration of Special Call Meeting

Workshop

- 1 Discussion - related to Redistricting.

Setting of Next Meeting and Adjournment

Exhibit "A"



City of Gulfport, Mississippi

Minutes

2309 15th Street
Gulfport, MS 39501

City Council

Tuesday, May 17, 2022

1:30 PM

*Gulfport City Hall
Council Chambers*

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

The Mayor and Members of Council met at City Hall at 1:30 PM, on the above date, same being an adjourned meeting from a Special Called Meeting on May 17, 2022 at 10:30 A.M.

Present: Mayor Billy Hewes, CAO Leonard Papania, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines (in at 1:35 P.M.), Rusty Walker, Myles Sharp, R.Lee Flowers, and Richard Kosloski (out at 2:59 P.M.).

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

Agenda Order

Motion to Accept the Agenda, with the following adjustments; delete item 5 – at the Administration's request, add item 5 – A - Ordinance - providing for the salary of compensation for Administrative Assistant II position in the Department of Leisure Services, and for those employees serving in this position, and for related purposes, add item 5 – B - Ordinance - providing for the salary of compensation for the Administrative Assistant position for the Chief Administrative Officer, and for those employees serving in this position, and for related purposes., add item 5 – C – Ordinance - providing for the salary compensation for the Benefits Administrator in the Human Resources Office, and for those employees serving in this position, and for related purposes., add item 5 – D – Ordinance - providing for the salary of compensation for the Harbor Lights Manager position in the Department of Leisure Services, and for those employees serving in this position, and for related purposes., add item 5 – E – Ordinance - providing for the salary of compensation for the Maintenance Technician position in the Department of Leisure Services, and for those employees serving in this position, and for related purposes., add item 5 – F – Ordinance - providing for the salary of compensation for the Staff Engineer/Surveyor position in Department of Engineering, and for those employees serving in this position, and for related purposes., Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes

- 1 Approval of Minutes - for April 29, 2022 SCM.

Motion to Approve Minutes for April 29, 2022, Moved By R.Lee Flowers,
Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[April 29, 2022 SCM - Minutes](#)

- 2 Approval of Minutes - for May 3, 2022.

Motion to Approve Minutes for May 3, 2022, Moved By R.Lee Flowers, **Seconded**
by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[May 3, 2022 - Minutes](#)

- 3 Approval of Minutes - for May 6, 2022 SCM.

Motion to Approve Minutes for May 6, 2022, Moved By R.Lee Flowers, **Seconded**
by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[May 6, 2022 SCM - Minutes](#)

Code Enforcement / Planning

- 4 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 Kenneth Casey,
Seconded by R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

There being no one present to object or address the Council, Motion to Close the Hearing and Approve the Resolution, Moved By Kenneth Casey, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Notification Letters - Code Enforcement Hearing](#)
[Resolution - advertisement for bids - Signed](#)

Ordinances

- 5 Ordinance - adopting regulations for Medical Cannabis Establishments in the City of Gulfport, Mississippi.

- Deleted -

- 5 – A Ordinance - providing for the salary of compensation for Administrative Assistant II position in the Department of Leisure Services, and for those employees serving in this position, and for related purposes.

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

Motion to Table, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Motion to Take 5 - A - 5 - F off the Table, Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Motion to Adopt, Moved By Myles Sharp, Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Attachment(s):

[Ordinance 3134 - Signed](#)

- 5 – B** Ordinance - providing for the salary of compensation for the Administrative Assistant position for the Chief Administrative Officer, and for those employees serving in this position, and for related purposes.

Motion to Adopt Ordinance, Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Ordinance 3135 - Signed](#)

- 5 – C** Ordinance - providing for the salary compensation for the Benefits Administrator in the Human Resources Office, and for those employees serving in this position, and for related purposes.

Motion to Adopt Ordinance, Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Ordinance 3136 - Signed](#)

- 5 – D** Ordinance - providing for the salary of compensation for the Harbor Lights Manager position in the Department of Leisure Services, and for those employees serving in this position, and for related purposes.

Motion to Adopt Ordinance, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Ordinance 3137 - Signed](#)

- 5 - E** Ordinance - providing for the salary of compensation for the Maintenance Technician position in the Department of Leisure Services, and for those employees serving in this position, and for related purposes.

Motion to Adopt Ordinance, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Ordinance 3138 - Signed](#)

- 5 - F** Ordinance - providing for the salary of compensation for the Staff Engineer/Surveyor position in Department of Engineering, and for those employees serving in this position, and for related purposes.

Motion to Adopt Ordinance, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Ordinance 3139 - Signed](#)

Resolutions

- 6 Resolution - approving Award to Hancock Whitney for Municipal Depository Banking Services, and for related purposes.

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

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 7 Resolution - approving Cooperative Agreement between the Job Corps Center and the City of Gulfport, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Cooperative Agreement with Job Corps - Signed](#)

- 8 Resolution - approving Amendment to March 17, 2021, Amendment to License and Services Agreement with Tyler Technologies, Inc., and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Tyler Amendment to March 17 2021 Amendment - Signed](#)

- 9 Resolution - accepting Grant funding from FEMA and approving expenditure of municipal funds as part of a Local Match with respect to FEMA Hazard Mitigation Grant funding for Fire Department Generators, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Hazard Mitigation Grant - GFD Generators - Signed](#)

- 10** 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 Gulfport Sports Hall of Fame's 7th Annual Award Ceremony, and for related purposes.

Motion to Approve, conditioned upon the IRS Charitable Status, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - fee waiver Sports Hall of Fame - Signed](#)

- 12** 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 Mississippi Aquarium's GSSA/USSSA Skills Competition Events, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Mississippi Aquarium GSSA USSA Skills Competition fee waiver - Signed](#)

- 13** 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 West Gulfport Extend a Hand Youth of Tomorrow Enrichment Camp, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Civic Club Summer Enrichment fee waiver - Signed](#)

- 14** Resolution - authorizing an expenditure (via in-kind) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport for the Ugly Tie Festival, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Ugly Tie Festival in-kind - Signed](#)

- 15** Resolution - approving the temporary closure of municipal right of way for the Ugly Tie Festival, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Street Closure-parking closure - Ugly Tie Festival - Signed](#)

- 16** 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 of Gulfport, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - COVID - Extension #36 - Signed](#)

- 17** 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** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Zeta - Extension #26 - Signed](#)

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

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Ida - Extension #12 - Signed](#)

Budget Amendments / Docket of Claims

- 19** Budget Amendment #89 - defunding Accounting Technician position - Leisure Services Department. *(no publication needed)*

Motion to Approve Budget Amendment #89, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Administrative Assistant II Ordinance Request Packet \(May 17 2022 Agenda\)](#)

[Budget Amendments - 2022 BA89](#)

- 20** Budget Amendment #90 - funding Administrative Assistant II - Leisure Services Department. *(no publication needed)*

Motion to Approve Budget Amendment #90, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendments - 2022 BA90](#)

[Administrative Assistant II Ordinance Request Packet \(May 17 2022 Agenda\)](#)

- 21** Budget Amendment #91 - defunding Administrative Assistant to the CAO position. (*no publication needed*)

Motion to Approve Budget Amendment #91, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Administrative Assistant to the CAO - Defund & Refund Position Grade 110 \(May 17 2022 Agenda\)](#)
[Budget Amendments - 2022 BA91](#)

- 22** Budget Amendment #92 - refunding Administrative Assistant to the CAO position. (*no publication needed*)

Motion to Approve Budget Amendment #92, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Administrative Assistant to the CAO - Defund & Refund Position Grade 110 \(May 17 2022 Agenda\)](#)
[Budget Amendments - 2022 BA92](#)

- 23** Budget Amendment #93 - defunding Maintenance Technician II position - Leisure Services Department. (*no publication needed*)

Motion to Approve Budget Amendment #93, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendments - 2022 BA93](#)
[Maintenance Technician - Leisure Services - Defund & Refund Position Grade 107 \(May 17 2022 Agenda\)](#)

- 24** Budget Amendment #94 - refunding Maintenance Technician II position - Leisure Services Department. *(no publication needed)*

Motion to Approve Budget Amendment #94, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Maintenance Technician - Leisure Services - Defund & Refund Position Grade 107 \(May 17 2022 Agenda\)](#)
[Budget Amendments - 2022 BA94](#)

- 25** Budget Amendment #95 - defunding Special Events Coordinator position - Leisure Services Department. *(no publication needed)*

Motion to Approve Budget Amendment #95, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendments - 2022 BA95](#)
[Harbor Lights Manager- Ordinance Request \(May 17 2022 Agenda\)](#)

- 26** Budget Amendment #96 - funding Harbor Lights Manager position - Leisure Services Department. *(no publication needed)*

Motion to Approve Budget Amendment #96, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendments - 2022 BA96](#)
[Harbor Lights Manager- Ordinance Request \(May 17 2022 Agenda\)](#)

- 27 Budget Amendment #97 - increasing line item 277 vehicles from drug-related arrests. (no publication needed)

Motion to Approve Budget Amendment #97, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Connie Ladner Check Memo April 25th
Budget Amendments - 2022 BA97](#)

- 28 Budget Amendment #98 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com. *(no publication needed)*

Motion to Approve Budget Amendment #98, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[propertyroom.com
Budget Amendments - 2022 BA98](#)

- 29 Budget Amendment #99 - increasing line item 277 from PropertyRoom.com for drug-related arrests. *(no publication needed)*

Motion to Approve Budget Amendment #99, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[PropertyRoom.com
Budget Amendments - 2022 BA99](#)

- 30** Budget Amendment #100 - increasing line item 286 Capital (CNET) from restitution. *(no publication needed)*

Motion to Approve Budget Amendment #100, Moved By R.Lee Flowers,
Seconded by Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[CNET 1](#)

[Budget Amendments - 2022 BA100](#)

- 31** Budget Amendment #101 - increasing line item 286 Capital (CNET) from restitution. *(no publication needed)*

Motion to Approve Budget Amendment #101, Moved By R.Lee Flowers,
Seconded by Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[CNET 2](#)

[Budget Amendments - 2022 BA101](#)

- 32** Budget Amendment #102 - funding CIPP Storm Drain Lining and Repairs at 15319 Dedeaux Road. *(no publication needed)*

Motion to Approve Budget Amendment #102, Moved By R.Lee Flowers,
Seconded by Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendment FY 22 - Fund CIPP Storm Drain Repairs at 15319 Dedeaux Road - May 17 2022](#)

[Budget Amendments - 2022 BA102](#)

- 33** Budget Amendment #103 - funding Engineering Services Agreement with Engineering Xcellence for the Brickyard Bayou Dredging Project. *(no publication needed)*

Motion to Approve Budget Amendment #103, Moved By R.Lee Flowers,
Seconded by Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendment FY 22 - Fund Engineering Services Agreement with Engineering Xcellence for Brickyard Bayou Dredge Project - May 17 2022](#)
[Budget Amendments - 2022 BA103](#)

- 34** Budget Amendment #104 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com. *(no publication needed)*

Motion to Approve Budget Amendment #104, Moved By R.Lee Flowers,
Seconded by Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[PropertyRoom.com \(2\)](#)
[Budget Amendments - 2022 BA104](#)

- 35** Budget Amendment #105 - increasing line items 213 Vehicles and Motor Vehicles Repair from 213 Wages and Salaries. *(no publication needed)*

Motion to Approve Budget Amendment #105, Moved By R.Lee Flowers,
Seconded by Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendment \(2\)](#)
[Budget Amendments - 2022 BA105](#)

- 36** Budget Amendment #106 - increasing line item 277 Vehicles from a forfeiture and restitution from drug-related arrests. *(no publication needed)*

Motion to Approve Budget Amendment #106, Moved By R.Lee Flowers,
Seconded by Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Memo](#)

[Budget Amendments - 2022 BA106](#)

- 37** Budget Amendment #107 - appropriating Hazard Mitigation Grant in the Fire Department budget. *(no publication needed)*

Motion to Approve Budget Amendment #107, Moved By R.Lee Flowers,
Seconded by Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendments - 2022 BA107](#)

[GFD generator grant memo](#)

- 38** Budget Amendment #108 - defunding Benefits Administrator position - Human Resources Office. *(no publication needed)*

Motion to Approve Budget Amendment #108, Moved By R.Lee Flowers,
Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendments - 2022 BA108](#)

[Benefits Administrator- HR - Fund Grade 110 \(May 17 2022 Agenda\)](#)

- 39** Budget Amendment #109 - refunding Benefits Administrator position - Human Resources Office. *(no publication needed)*

Motion to Approve Budget Amendment #109, Moved By R.Lee Flowers,
Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendments - 2022 BA109](#)

[Benefits Administrator- HR - Fund Grade 110 \(May 17 2022 Agenda\)](#)

- 40** Budget Amendment #110 - increasing funds for emergency repairs to the Sportsplex marquee sign. *(no publication needed)*

Motion to Approve Budget Amendment #110, Moved By R.Lee Flowers,
Seconded by Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendments - 2022 BA110](#)

[Budget Amendment Marquee Damage Repair 050922](#)

- 41** Budget Amendment #111 - increasing funds for emergency repair for damage at Jones Park. *(no publication needed)*

Motion to Approve Budget Amendment #111, Moved By R.Lee Flowers,
Seconded by Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendments - 2022 BA111](#)

[Budget Amendment Jones Park Damage Repair 050922](#)

- 42 Docket of Claims - to be approved through May 18, 2022.

Motion to Approve Docket of Claims, in the amount of \$2,697,876.62, Moved By
R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

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

Routine Agenda

Motion to Approve Routine Agenda, as presented, excluding item 51, Moved By
R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

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

Attachment(s):

[Resolution - awarding bids - Signed](#)

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

Attachment(s):

[7-Day Notice\(s\)](#)

- 45 Public Records Request - for the month of April 2022 - to be made a part of the minutes.

Attachment(s):

[April 2022 Public Records Request](#)

- 46 Letter - regarding a bid awarded by Purchasing to CDW-G for Barracuda Message Archiver - Information Technology - to be made a part of the minutes.

Attachment(s):

[Barracuda Email Archiver](#)

- 47 Letter - regarding bid awarded by Purchasing to Central Pipe Supply Inc. for Restock Supplies for Water Line - Public Works - to be made a part of the minutes.

Attachment(s):

[Restock Supplies for Water Line - PW](#)

- 48 Letter - regarding bid awarded by Purchasing to FJ Turner Company for Poly Manhole Riser Rings - Public Works - to be made a part of the minutes.

Attachment(s):

[Poly Manhole Riser Rings - PW](#)

- 49 Letter - regarding bid awarded by Purchasing to SunCoast Infrastructure, Inc. for CIPP Storm Drain Repair - Public Works - to be made a part of the minutes.

Attachment(s):

[CIPP Recommendation](#)

- 50 Letter - regarding bid awarded by Purchasing to Tyree Davis (Heavenly Touch Lawn Service) for grounds maintenance - Leisure Services - to be made a part of the minutes.

Attachment(s):

[Informal Bid - Grounds Maintenance - LSD](#)

- 51 Ratification - of Fuel Cost Adjustment to H2O Current Privatization Contract - to be made a part of the minutes.

Motion to Ratify, 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, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):

[Request Fuel Cost Adjustment to Current Privatization Contract](#)

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

Attachment(s):

[Berkshire Hathaway Specialty Insurance - Reinsurance - Executed](#)

[Janitorial Services Agreement - Bonds Services Inc - Executed](#)

[Gulfside Casino Partnership - GPT Agreement - Executed](#)

[MPC Services Agreement - Downtown Acorns REDACTED - Executed](#)

Public Agenda

Motion to Suspend the Rules, Moved By Ella Holmes-Hines, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

The following Citizen(s) addressed the Council:

Mr. Earl Duchossois - 13750 Shelby Court

Dr. Matthews - 1618 Rich Avenue

Council Comments

Memorial Adjournment

- [Mr. Calvin L. Williams, Jr.](#)
- Charlotte Ann Hughes

Executive Session

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

The Council entered Closed Session at 2:10 P.M. In attendance: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski, Mayor Billy Hewes, CAO Leonard Papania, General Counsel Hugh Keating, City Attorney Jeff Bruni, Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Closed Session at 2:12 P.M., 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, Myles Sharp, R.Lee Flowers, Richard Kosloski

No official action was taken during Closed Session.

Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 2:13 P.M. for (1) strategy session with the respect to prospective litigation associated with damaged city property (police vehicle) in connection with an automobile incident on March 30, 2022, (2) discussion regarding job performance in the Council Office, and (3) strategy session with respect to potential litigation in regards to the Harrison County Utility Authority, Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

The Council entered Executive Session at 2:14 P.M. In attendance: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski, Mayor Billy Hewes, CAO Leonard Papania, General Counsel Hugh Keating, City Attorney Jeff Bruni, Clerk of Council Brittany Rodgers and Deputy Clerk of Council Brittany Thomas.

General Counsel Hugh Keating recused and removed himself from the chambers, from 2:15 - 2:17 P.M., during the discussion related to the prospective litigation associated with the automobile incident on March 30, 2022 involving a police vehicle.

Motion to Exit Executive Session at 2:58 P.M., Moved By Myles Sharp, Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

No official action was taken during Executive Session.

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

Motion authorizing the City Attorney's Office to accept the sum of \$7,955 from Progressive Insurance in settlement of the City's claims arising out of an automobile accident that occurred when a vehicle being driven by Progressive's insured, William Winders, struck an unoccupied City of Gulfport Police vehicle (GPD unit no. 3859 (a 2012 Dodge Charger)) along Interstate 10 on March 30, 2022, with such settlement to include the City retaining the damaged vehicle; and that the Mayor and City Attorney's Office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any releases or settlement agreements, Moved By Myles Sharp, Seconded by R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Absent: Richard Kosloski

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mr. Calvin L. Williams, Jr. and Ms. Charlotte Ann Hughes, until June 7, 2022 at 1:30 P.M. for a Regular Meeting, Moved By R.Lee Flowers, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Absent: Richard Kosloski

City Clerk

Mayor

Agenda Adjustments

- 5 – A** Ordinance - providing for the salary of compensation for Administrative Assistant II position in the Department of Leisure Services, and for those employees serving in this position, and for related purposes.
- 5 – B** Ordinance - providing for the salary of compensation for the Administrative Assistant position for the Chief Administrative Officer, and for those employees serving in this position, and for related purposes.
- 5 – C** Ordinance - providing for the salary compensation for the Benefits Administrator in the Human Resources Office, and for those employees serving in this position, and for related purposes.
- 5 – D** Ordinance - providing for the salary of compensation for the Harbor Lights Manager position in the Department of Leisure Services, and for those employees serving in this position, and for related purposes.
- 5 – E** Ordinance - providing for the salary of compensation for the Maintenance Technician position in the Department of Leisure Services, and for those employees serving in this position, and for related purposes.
- 5 – F** Ordinance - providing for the salary of compensation for the Staff Engineer/Surveyor position in Department of Engineering, and for those employees serving in this position, and for related purposes.



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Thursday, May 19, 2022

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M.

The Members of Council met at City Hall at 1:30 PM, on the above date, same being an adjourned meeting from a Regular Meeting on May 17, 2022 at 1:30 P.M.

Present: CAO Leonard Papania, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines (teleconference), Rusty Walker, Myles Sharp (teleconference), and R.Lee Flowers (teleconference). **Absent:** Mayor Billy Hewes and Councilmember Richard Kosloski.

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

Declaration of Special Call Meeting

Motion to Declare a Special Called Meeting and to have the meeting notice thereof appended as Exhibit "A" to these minutes, Moved By Kenneth Casey, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Absent: Richard Kosloski

Policy Issues

- 1 Resolution - approving Real Estate Services Contract with Doug Singletary & Associates, Inc., for Appraisal Review Services in connection with the BUILD Interconnecting Gulfport Project, and for related purposes.

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

Vote: Motion Carried By The Following Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers

Nay: Ella Holmes-Hines

Absent: Richard Kosloski

Attachment(s):

[Resolution - Build Grant - Singletary - Signed](#)

- 2 Resolution - approving a Real Estate Services Contract with Mississippi Valuations, LLC, d/b/a Valbridge Property Advisors for Appraisal Services in connection with the BUILD Interconnecting Gulfport Project, and for related purposes.

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

Vote: Motion Carried By The Following Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers

Nay: Ella Holmes-Hines

Absent: Richard Kosloski

Attachment(s):

[Resolution - Build Grant - Ladner - Valbridge Appraisal - Signed](#)

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn until June 7, 2022 at 1:30 P.M. for a Regular Meeting, Moved By Kenneth Casey, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Absent: Richard Kosloski

City Clerk

Mayor



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Thursday, May 19, 2022

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M.

Declaration of Special Call Meeting

Policy Issues

- 1 Resolution - approving Real Estate Services Contract with Doug Singletary & Associates, Inc., for Appraisal Review Services in connection with the BUILD Interconnecting Gulfport Project, and for related purposes.
- 2 Resolution - approving a Real Estate Services Contract with Mississippi Valuations, LLC, d/b/a Valbridge Property Advisors for Appraisal Services in connection with the BUILD Interconnecting Gulfport Project, and for related purposes.

Setting of Next Meeting and Adjournment

Exhibit "A"



OFFICE OF MAYOR

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

May 31, 2022

City Hall
2309 15th St.
Gulfport, MS 39501

Council President F.B. "Rusty" Walker, IV
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman Myles Sharp
Councilman R. Lee Flowers
Councilman Richard Kosloski

Council Members,

I respectfully submit to you the appointment of Mr. Greg Holmes to represent the City of Gulfport as a member of the Gulf Regional Planning Commission Board of Commissioners. His appointment will be for a period of three years and his term will expire on June 7, 2025.

Mr. Holmes has a good working knowledge of the commission's goals, objectives and long-range plans for our city and this coastal area. His position as Planning Administrator for our city will serve as an asset to him in this new appointment with GRPC.

Your confirmation of Mr. Holmes' appointment will be greatly appreciated.

Best Regards,

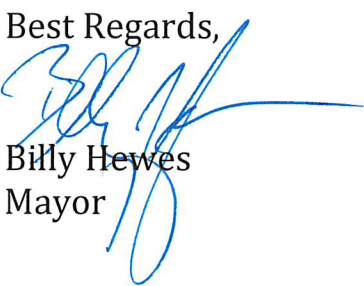

Billy Hewes
Mayor

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0711L-02-002.000	4919 17TH ST	MARSHALL DAVID & ANNIE
0809M-02-004.037	TULIP CT	GRIGGS ELIZABETH MCCREE
0811E-02-008.000	30TH AVE	BUSSOLATI PAUL & HELVESTON STANLEY
0811E-02-009.000	1804 30TH AVE	BUSSOLATI PAUL & HELVESTON STANLEY

WARD 2

PARCEL	LOCATION	OWNER
0911D-05-041.000	816 26TH ST	WALKER RENEE S -EST-
0910P-02-007.000	343 TEGARDEN RD	SMITH STROM W & TERESA E
0711I-02-004.000	3404 12TH ST	SHERER JANET RENEE

WARD 3

PARCEL	LOCATION	OWNER
0811G-05-008.000	2013 18TH AVE	SECURE PROPERTIES LLC
0811G-01-066.000	1532 EAST RAILROAD ST	HAWTHORNE MATTIE & FLINTALL EMMA
0810N-03-049.000	2210 28TH ST	PATTERSONS' RENTAL COMPLEX I LLC
0810N-03-038.000	29TH ST	PATTERSONS' RENTAL COMPLEX I LLC
0911D-01-035.000	630 26TH-1/2 ST	WILSON COLEMAN JR
0810E-05-061.000	4415 KENTUCKY AVE	DAY SANDRA D -ESTATE-

WARD 4

PARCEL	LOCATION	OWNER
0910F-04-004.000	314 41ST ST	TRUE GEORGE W JR -EST-
0910F-04-003.000	308 41ST ST	ISP PROPERTIES LLC

WARD 5

PARCEL	LOCATION	OWNER
0908M-01-017.058	13355 WARREN DR	OBERLIES GERALD E JR
0908N-02-037.000	510 FRANKLIN AVE	RUNNELLS PATRICIA M

WARD 7

PARCEL	LOCATION	OWNER
0808B-02-019.000	14445 MAYS RD	SEMMES BILLIE LYNN GARRETT ETAL
0808E-02-012.000	15732 PARKWOOD DR SOUTH	ROSE JEAN BALE -TRUSTEE- ETAL



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

May 20, 2022

MARSHALL DAVID & ANNIE
C/O ISAAC APPLEWHITE
4919 17TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711L-02-002.000
4919 17TH 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
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/07/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 9332



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

May 20, 2022

MARSHALL DAVID & ANNIE
C/O ISAAC APPLEWHITE
9526 ROBERT BURNS COURT
CHARLOTTE, NC 28213

Reference: Tax Parcel Number: 0711L-02-002.000
4919 17TH ST

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 9332





CODE ENFORCEMENT
P.O. Box 1780
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Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 16, 2022

GRIGGS ELIZABETH MCCREE
TULIP CT
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0809M-02-004.037
TULIP CT

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/07/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 9336



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

May 16, 2022

GRIGGS ELIZABETH MCCREE
PO BOX 6926
TYLER, TX 75711

Reference: Tax Parcel Number: 0809M-02-004.037
TULIP CT

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

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

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

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 9336





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

May 10, 2022

BUSSOLATI PAUL & HELVESTON STANLEY
30TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-02-008.000
30TH 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
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG

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,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 9457



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

May 10, 2022

BUSSOLATI PAUL & HELVESTON STANLEY
1804 30TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-02-008.000
30TH 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
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG

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,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 9457





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

May 10, 2022

BUSSOLATI PAUL & HELVESTON STANLEY
1804 30TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-02-009.000
1804 30TH 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
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

NOTICE OF HEARING

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 9458





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

May 5, 2022

WALKER RENEE S -EST-
816 26TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0911D-05-041.000
816 26TH ST

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

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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
FENCE VIOLATION, IPMC 304.2	REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

NOTICE OF HEARING

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 9170





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

May 23, 2022

SMITH STROM W & TERESA E
343 TEGARDEN RD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910P-02-007.000
343 TEGARDEN RD

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

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

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 9176



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

May 23, 2022

SMITH STROM W & TERESA E
PO. BOX 1770
OCEAN SPRINGS, MS 39566

Reference: Tax Parcel Number: 0910P-02-007.000
343 TEGARDEN RD

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

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

NOTICE OF HEARING

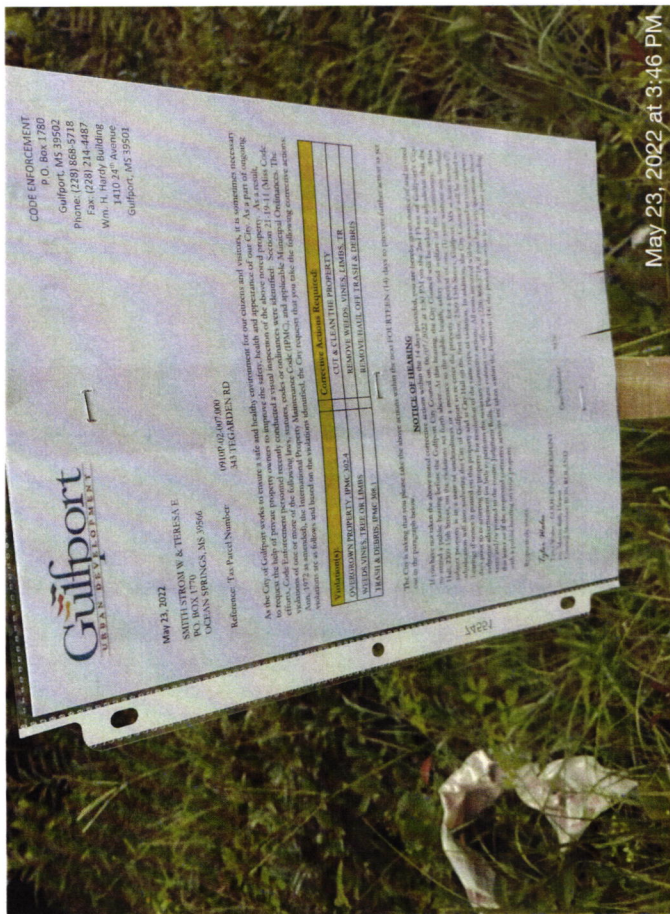
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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 9176





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

May 23, 2022

SHERER JANET RENEE
3404 12TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711I-02-004.000
3404 12TH ST

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE CONDITION, IPMC 302.1	CORRECT UNSAFE CONDITIONS
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

NOTICE OF HEARING

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Respectfully yours,

Anthony Fiveash

Anthony Fiveash - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 9542



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

May 23, 2022

SHERER JANET RENEE
328 INDIAN SUMMER
CLINTON, MS 39056

Reference: Tax Parcel Number: 0711I-02-004.000
3404 12TH ST

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE CONDITION, IPMC 302.1	CORRECT UNSAFE CONDITIONS
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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Respectfully yours,

Anthony Fiveash

Anthony Fiveash - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 9542





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

May 18, 2022

SECURE PROPERTIES LLC
2013 18TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-05-008.000
2013 18TH 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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/07/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

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

Case Number: 9275



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

May 18, 2022

SECURE PROPERTIES LLC
180 DELAUNEY ST
BILOXI, MS 39530

Reference: Tax Parcel Number: 0811G-05-008.000
2013 18TH 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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NOTICE OF HEARING

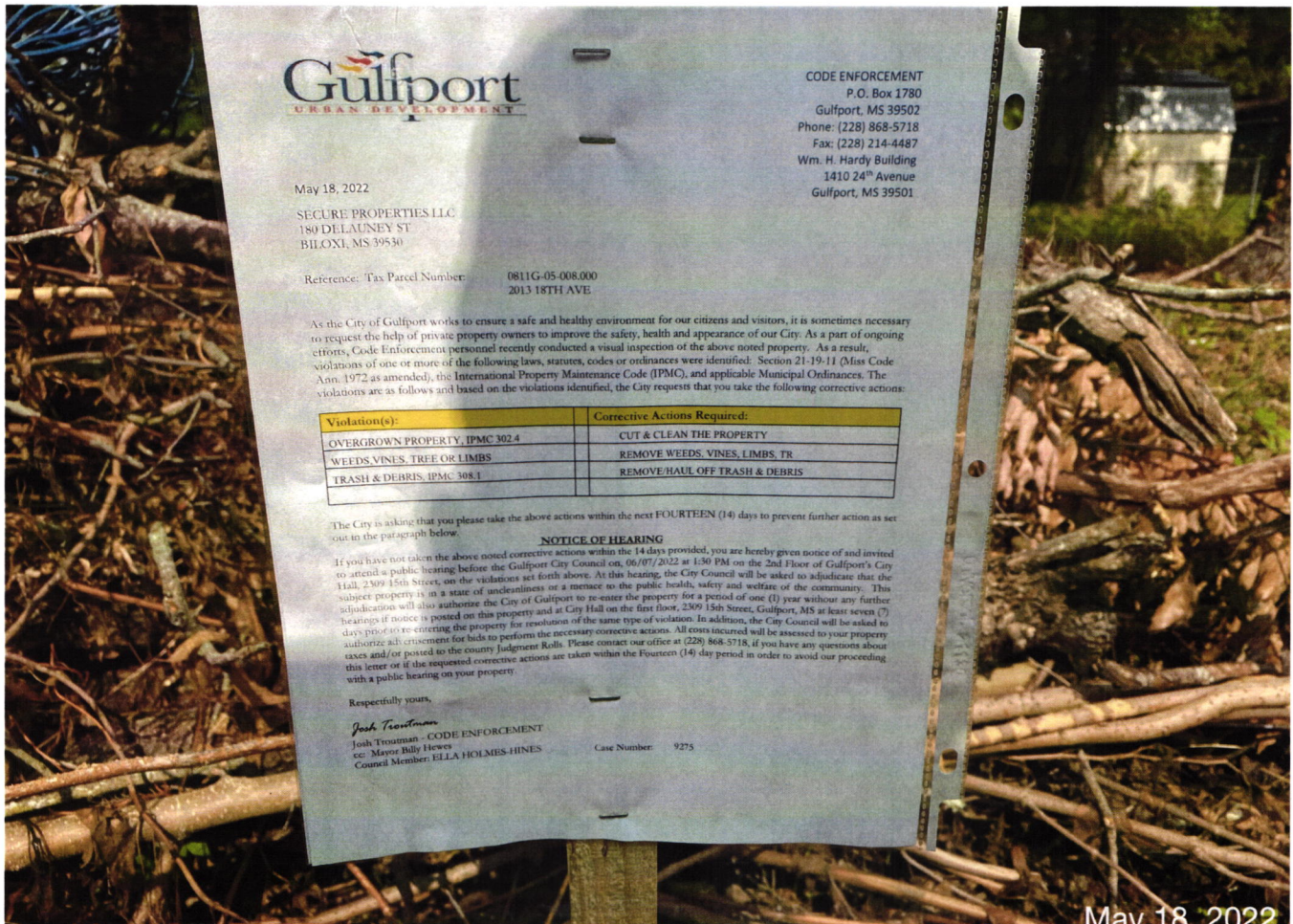
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Respectfully yours,

Josh Troutman

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

Case Number: 9275





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

May 18, 2022

HAWTHORNE MATTIE & FLINTALL EMMA
1532 EAST RAILROAD ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-01-066.000
1532 EAST RAILROAD ST

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

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

NOTICE OF HEARING

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Respectfully yours,

Josh Troutman

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

Case Number: 9335



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

May 18, 2022

HAWTHORNE MATTIE & FLINTALL EMMA
1435 22ND ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-01-066.000
1532 EAST RAILROAD ST

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
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NOTICE OF HEARING

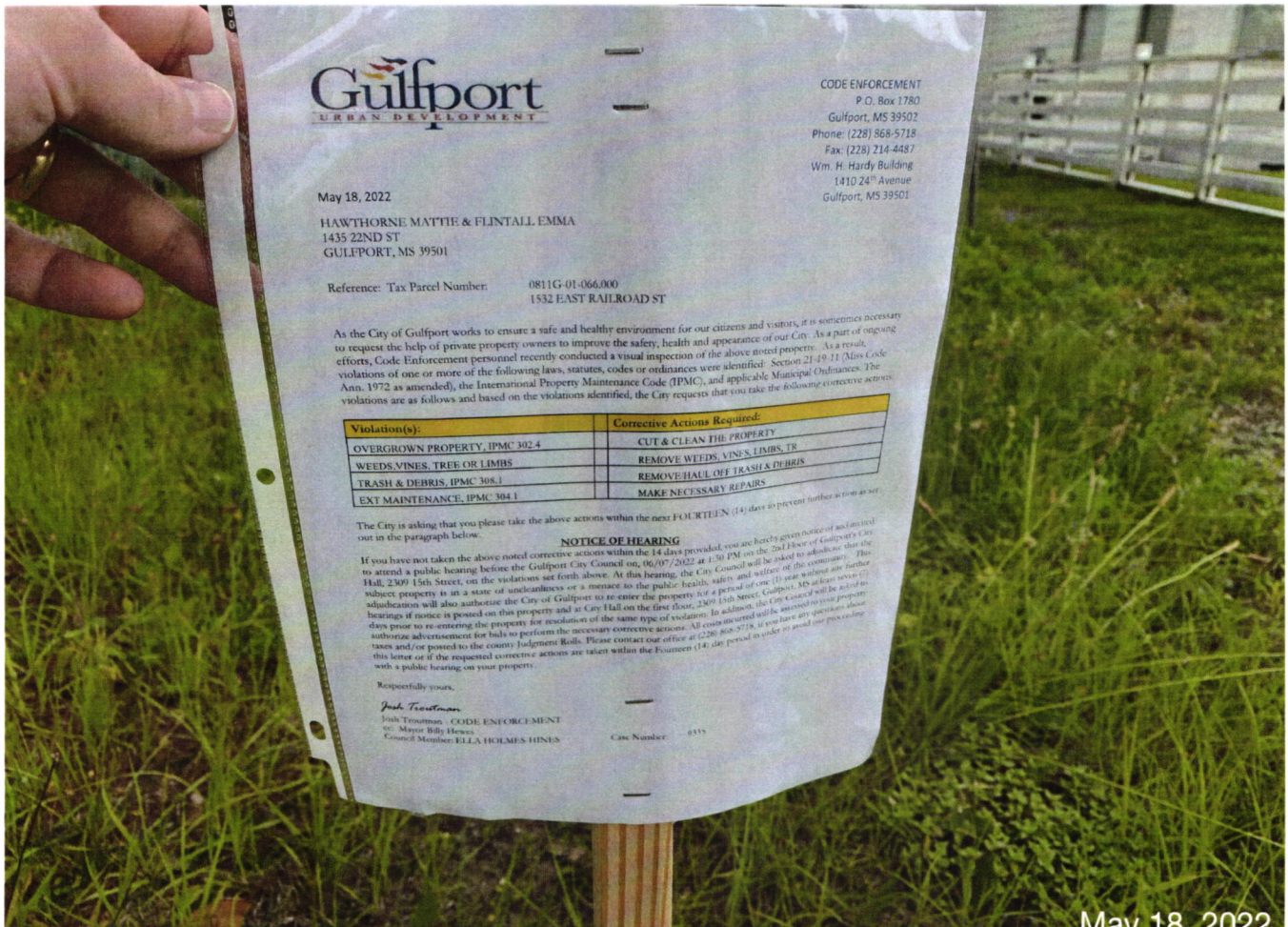
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Respectfully yours,

Josh Troutman

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

Case Number: 9335





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

May 23, 2022

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:

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
REMOVE AND HAUL OFF DEAD TREE	REMOVE AND HAUL OFF TREE

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Respectfully yours,

Josh Troutman

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

Case Number: 9348



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

May 23, 2022

PATTERSONS' RENTAL COMPLEX I LLC
2210 28TH ST
GULFPORT, MS 39501

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2210 28TH ST

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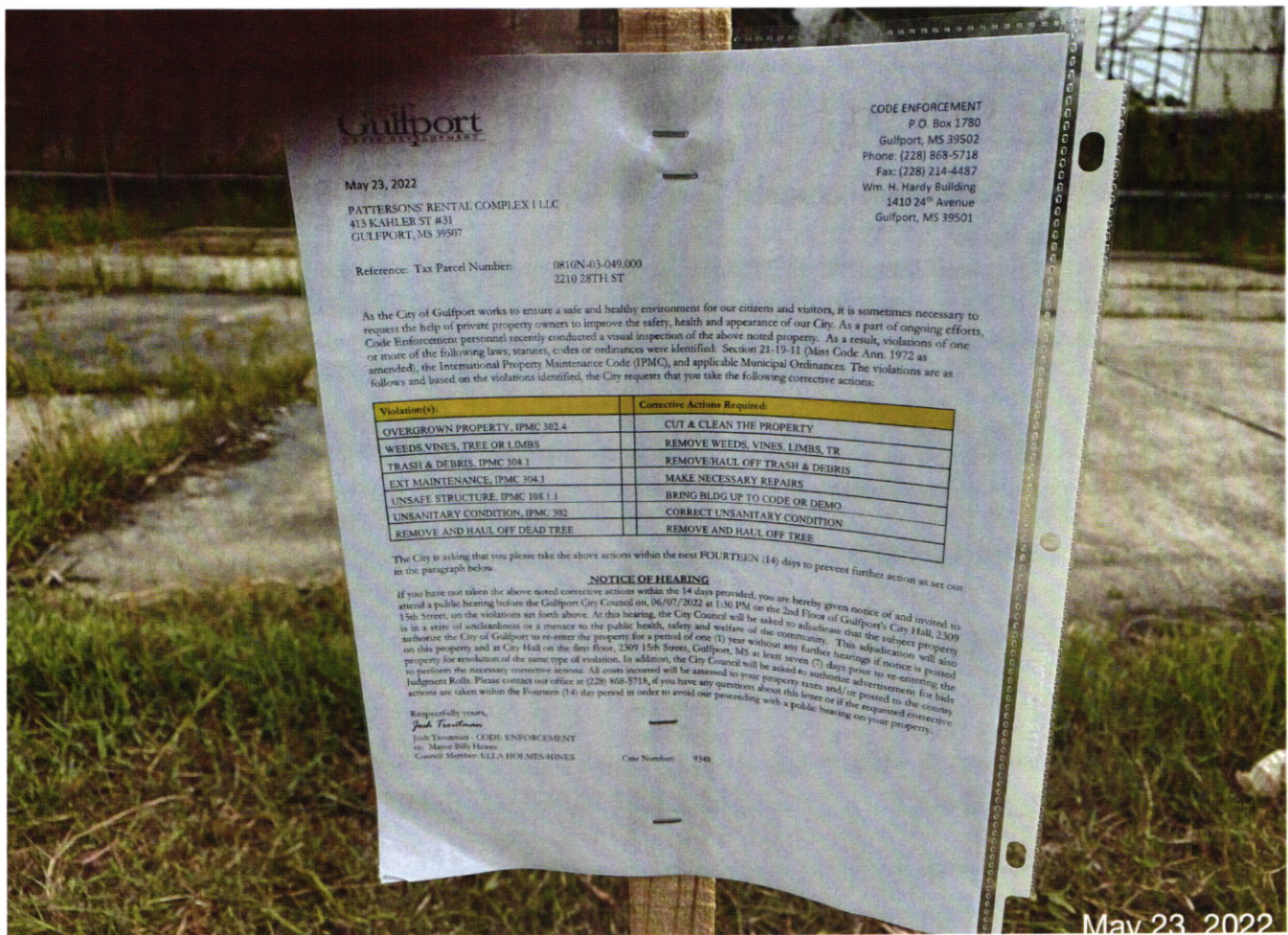
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Respectfully yours,

Josh Troutman

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

Case Number: 9348





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

May 23, 2022

BETH PATTERSON
4707 COURTHOUSE RD
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:

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EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
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Respectfully yours,

Josh Troutman

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

Case Number: 9348



May 23, 2022

BETH PATTERSON
2210 28TH ST
GULFPORT, MS 39501

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

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

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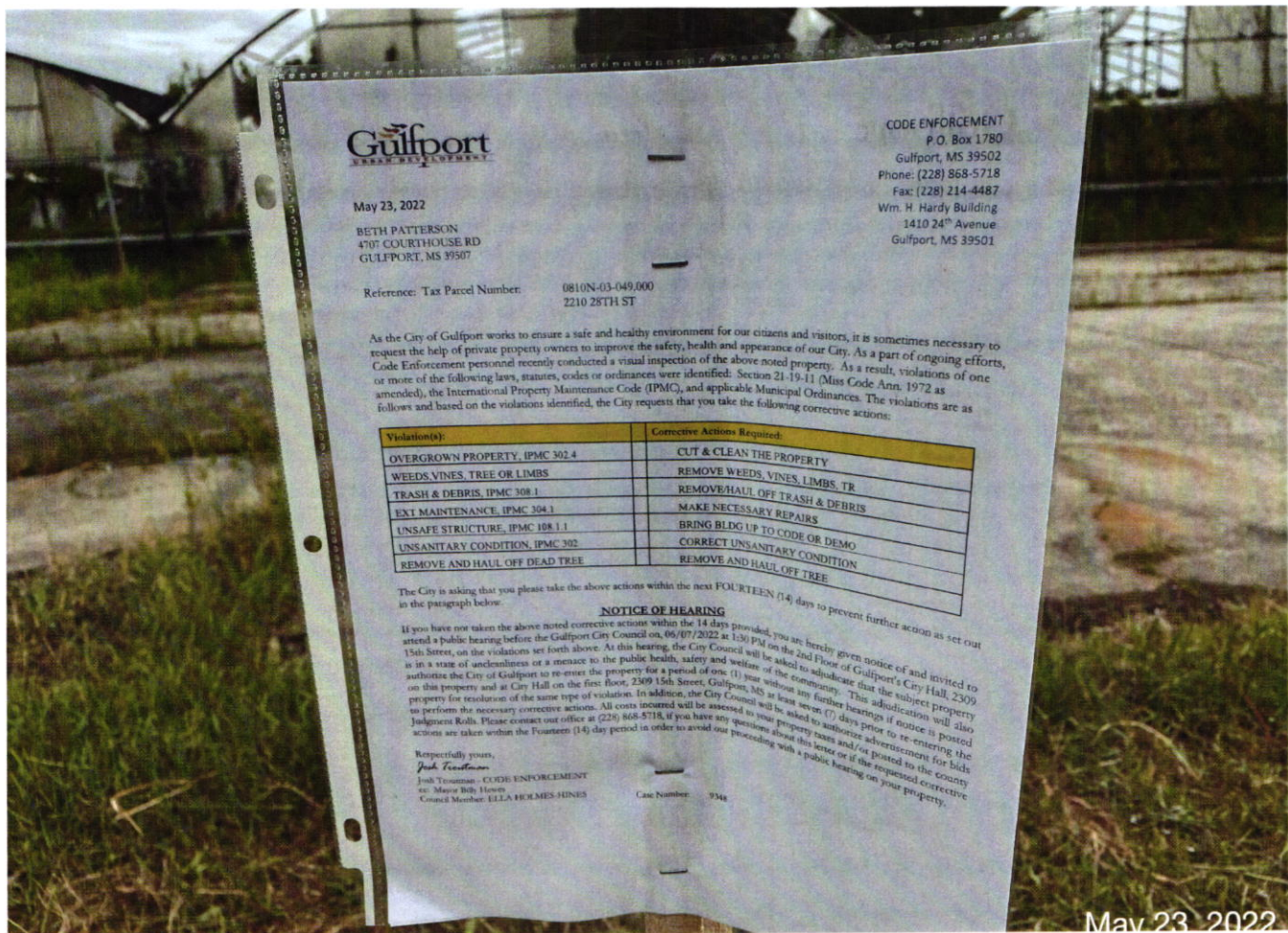
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Respectfully yours,

Josh Troutman

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

Case Number: 9348





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

May 23, 2022

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

Reference: Tax Parcel Number: 0810N-03-038.000
29TH ST

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

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EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
FENCE VIOLATION, IPMC 304.2	REPAIR, MAINTENANCE OR REMOVE

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NOTICE OF HEARING

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Respectfully yours,

Josh Troutman

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

Case Number: 9364



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

May 23, 2022

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29TH ST
GULFPORT, MS 39501

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29TH ST

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EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
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NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/07/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

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

Case Number: 9364



Gulfport
URBAN DEVELOPMENT

May 23, 2022

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

Reference: Tax Parcel Number: 0810N-03-038,000
29TH ST

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

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, 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
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
FENCE VIOLATION, IPMC 304.2	REPAIR, MAINTENANCE OR REMOVE

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

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Respectfully yours,

Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member, ELI A HOLMES-LINES

Case Number: 9364

May 23, 2022



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

May 23, 2022

BETH PATTERSON
29TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-03-038.000
29TH ST

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
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Respectfully yours,

Josh Troutman

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

Case Number: 9364



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

May 23, 2022

BETH PATTERSON
4707 COURTHOUSE RD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0810N-03-038.000
29TH ST

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
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NOTICE OF HEARING

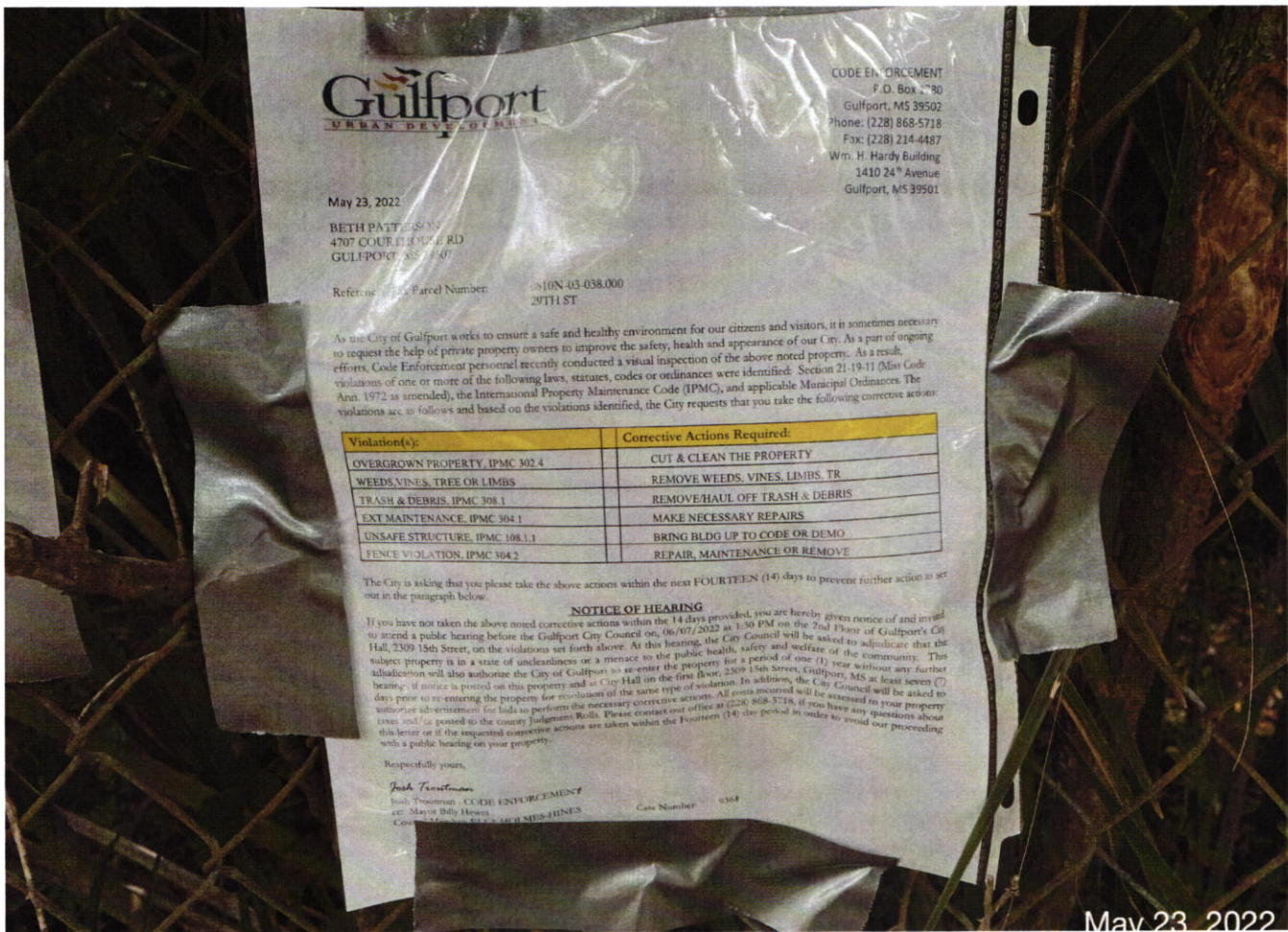
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Respectfully yours,

Josh Troutman

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

Case Number: 9364





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

May 23, 2022

WILSON COLEMAN JR
630 26TH-1/2 ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0911D-01-035.000
630 26TH-1/2 ST

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

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Respectfully yours,

Josh Troutman

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

Case Number: 9400



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

May 23, 2022

WILSON COLEMAN JR
641 28TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0911D-01-035.000
630 26TH-1/2 ST

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Josh Troutman

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

Case Number: 9400



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

May 23, 2022

WILSON COLEMAN JR
641 28TH ST
GULFPORT, MS 39501

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

Case Number: 9400

May 23, 2022





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

May 20, 2022

DAY SANDRA D -ESTATE-
4415 KENTUCKY AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810E-05-061.000
4415 KENTUCKY AVE

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

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WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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Respectfully yours,

Anthony Fiveash

Anthony Fiveash - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 9538



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

May 20, 2022

DAY SANDRA D -ESTATE-
13593 WIND ROSE CIR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810E-05-061.000
4415 KENTUCKY 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
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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Respectfully yours,

Anthony Fiveash

Anthony Fiveash - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 9538



Gulfport

URBAN DEVELOPMENT

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

May 20, 2022

DAY SANDRA D. ESTATE
1359 WIND ROSE CIR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810E-05-061.000
4415 KENTUCKY 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
INOPERABLE VEHICLE, IPMC 302.5	REMOVE OR REPAIR & LEGAL TAG
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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Respectfully yours,

Anthony Purnish
Anthony Purnish - CODE ENFORCEMENT
ex. Mayor Bill Hines
Council Member TAJA HOLMES-HINES

Case Number: 9538

14221

May 20, 2022



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

May 18, 2022

TRUE GEORGE W JR -EST-
314 41ST ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0910F-04-004.000
314 41ST ST

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

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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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/07/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 9462



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

May 18, 2022

TRUE GEORGE W JR -EST-
9036 VICTORIA CIRCLE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0910F-04-004.000
314 41ST ST

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

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Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 9462





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

May 18, 2022

ISP PROPERTIES LLC
308 41ST ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0910F-04-003.000
308 41ST ST

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

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 9463



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

May 18, 2022

ISP PROPERTIES LLC
11625 BLUFF LN
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0910F-04-003.000
308 41ST ST

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

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Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 9463





CODE ENFORCEMENT
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Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 20, 2022

OBERLIES GERALD E JR
13355 WARREN DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908M-01-017.058
13355 WARREN DR

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

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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,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 9369



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

May 20, 2022

OBERLIES GERALD E JR
2218 24TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0908M-01-017.058
13355 WARREN DR

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

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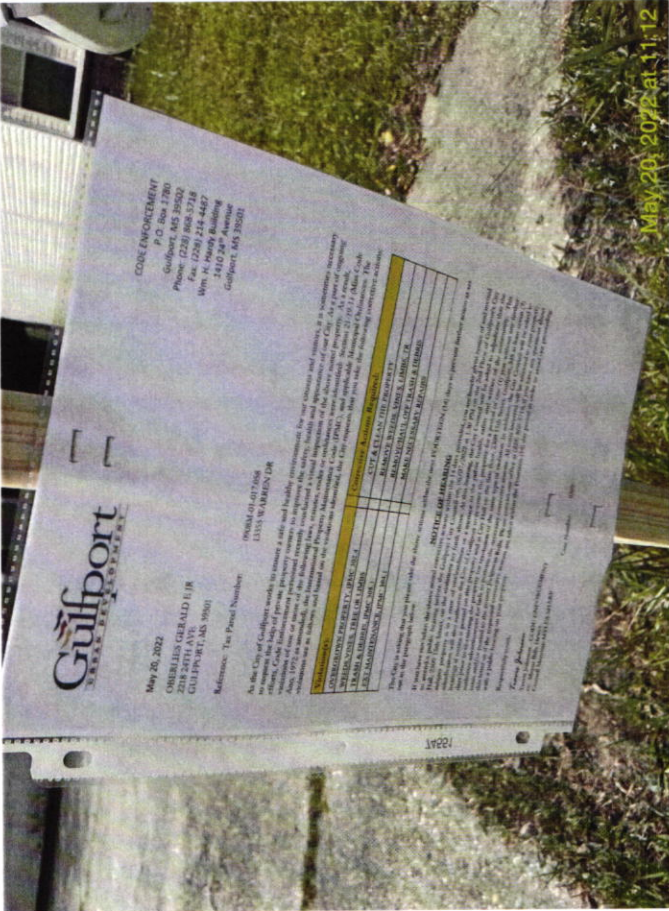
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Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 9369





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

May 20, 2022

RUNNELLS PATRICIA M
510 FRANKLIN AVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908N-02-037.000
510 FRANKLIN 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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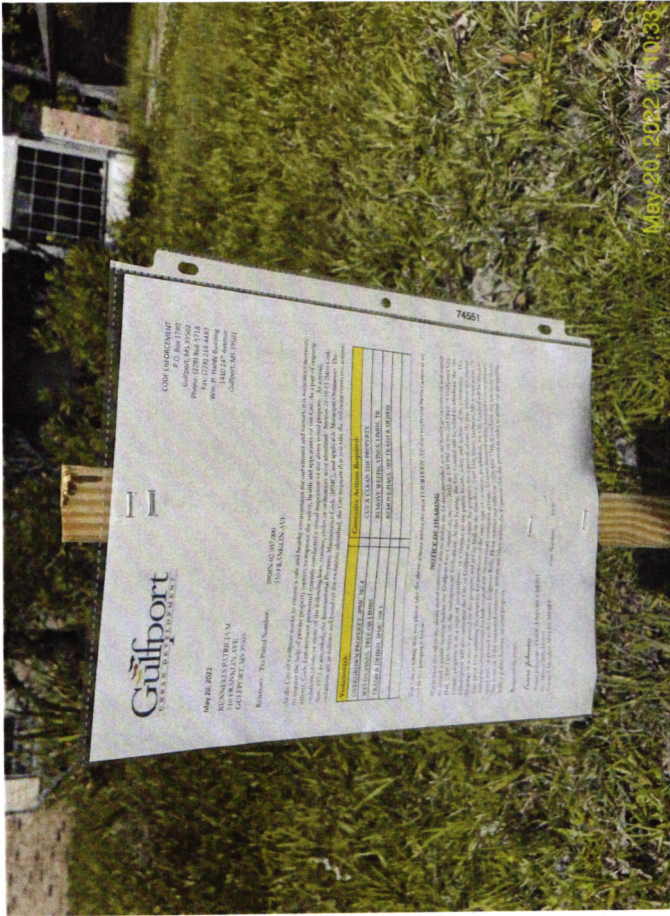
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Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 9370





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

May 20, 2022

SEMMES BILLIE LYNN GARRETT ETAL
14445 MAYS RD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808B-02-019.000
14445 MAYS RD

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Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI

Case Number: 9386



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

May 20, 2022

SEMMES BILLIE LYNN GARRETT ETAL
38223 COAST BLVD
SUITE 401
SLIDELL, LA 70458

Reference: Tax Parcel Number: 0808B-02-019.000
14445 MAYS RD

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cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI

Case Number: 9386



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

May 20, 2022

ROSE JEAN BALE -TRUSTEE- ETAL
15732 PARKWOOD DR SOUTH
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808E-02-012.000
15732 PARKWOOD DR SOUTH

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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cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI

Case Number: 9391



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

May 20, 2022

ROSE JEAN BALE -TRUSTEE- ETAL
369 E VAN KOEVERING ST
RIALTO, CA 92376

Reference: Tax Parcel Number: 0808E-02-012.000
15732 PARKWOOD DR SOUTH

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NOTICE OF HEARING

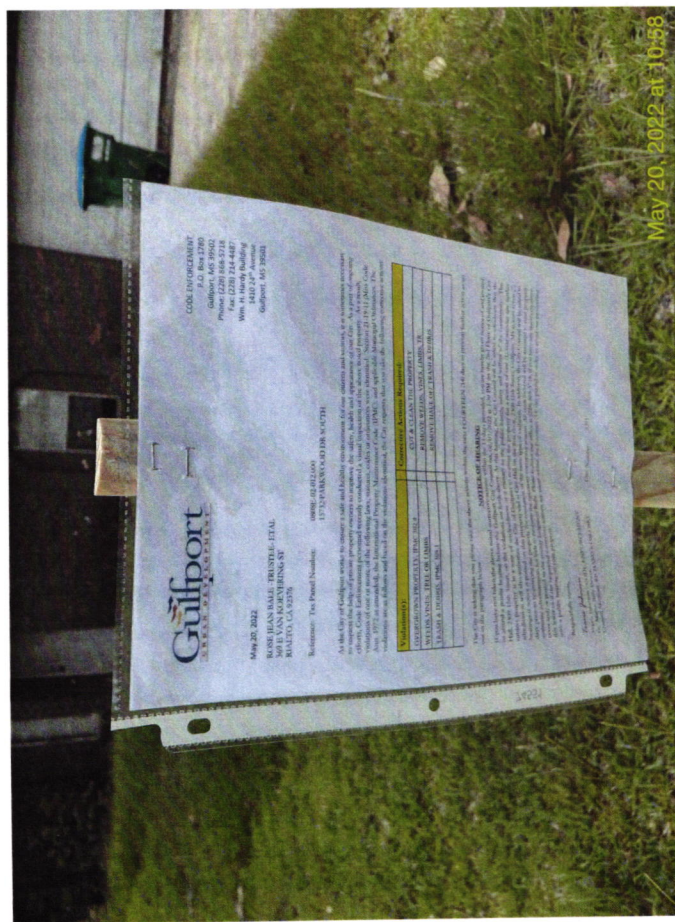
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/07/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI

Case Number: 9391



MEMORANDUM – CITY OF GULFPORT

Date: MAY 24, 2022

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 7th Day Of June, 2022.

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

MEMORANDUM – CITY OF GULFPORT

Date: MAY 24, 2022

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Approval To Advertise

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 7th Day Of June, 2022, To The City Council:

WARD 1

Parcel 1: 0711L-02-002.000. Com At Ne Cor Of Lot 22 Gottschalk Survey On W Mar Of Alley S 28 Dg E Along Alley 100 Ft To Pob S 28 Dg E Along Alley 200 Ft S 62 Dg W 96 Ft To E Line Of Stewart Subd N 28 Dg W Along Subd 200 Ft N 62 Dg E 96 Ft To Pob Being Part Of Lot 22 Gottschalk Survey Part Of Ne 1/4 Of Nw 1/4 & Nw 1/4 Of Ne 1/4 Of Sec 7-8-11. 4919 17th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (Marshall David & Annie). Case: 9332

Parcel 23: 0809M-02-004.037. Lot F Forest Heights. Tulip Ct. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Griggs Elizabeth Mccree). Case: 9336

Parcel 3: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. 30th Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Bussolati Paul & Helveston Stanley). Case: 9457

Parcel 4: 0811E-02-009.000. Lots 14 To 16 Inc Blk. 122 Original Gulfport. 1804 30th Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Bussolati Paul & Helveston Stanley). Case: 9458

WARD 2

Parcel 5: 0911D-05-041.000. Lots 21 & 22 Also S 7 1/2 Ft Of Alley Joining Said Lots Now Vacated Bk 689 Pg 541 Blk 15 Grasslawn. 816 26th St. Cut & Clean The

Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Walker Renee S -Est-). Case: 9170

Parcel 6: 0910P-02-007.000. 2 Ac(C) Beg 25 Ft W & 565 Ft M/L N Of Se Cor Of Sec 36 On W Mar Of Teagarden Rd N Along Rd 238 Ft W 367 Ft S 238 Ft E 367 Ft To Pob Part Of Se1/4 Of Se1/4 Of Sec 36-7-11. 343 Tegarden Rd. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Smith Strom W & Teresa E). Case: 9176

Parcel 7: 0711I-02-004.000. Lot 3 Blk 1 Hungerford Add. 3404 12th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Sherer Janet Renee). CasE: 9542

WARD 3

Parcel 8: 0811G-05-008.000. Lots 5 & 6 Blk 5 Mcalpin Add. 2013 18th Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Secure Properties Llc). Case: 9275

Parcel 9: 0811G-01-066.000. Lot 7 Blk 12 Soria City. 1532 East Railroad St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Hawthorne Mattie & Flintall Emma). Case: 9335

Parcel 10: 0810N-03-049.000. Lots 19 To 24 Blk 22 Standard Land. 2210 28th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (Pattersons' Rental Complex I Llc). Case: 9348

Parcel 11: 0810N-03-038.000. Lots 4 & 5 Blk 22 Standard Land. 29th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (Pattersons' Rental Complex I Llc). Case: 9364

Parcel 12: 0911D-01-035.000. Lots 8 To 10 Blk 23 Hewes Add. 630 26th-1/2 St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Wilson Coleman Jr). Case: 9400

Parcel 13: 0810E-05-061.000. N 50 Ft Of S 1610 Ft Of W 134.7 Ft Of Sw1/4 Less R/W For Hwy Sec 28-7-11. 4415 Kentucky Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Day Sandra D -Estate-). Case: 9538

WARD 4

Parcel 14: 0910F-04-004.000. E. 30 Ft Of Lot 34 & W 40 Ft Of Lot 35 Blk 53 Gulfport Bayou View Subd. 314 41st St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (True George W Jr -Est-). Case: 9462

Parcel 15: 0910F-04-003.000. Lot 36 & E 10 Ft Of Lot 35 & W 10 Ft Of Lot 37 Blk 53 Gulfport Bayou View Subd. 308 41st St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Isp Properties Llc). Case: 9463

WARD 5

Parcel 16: 0908M-01-017.058. Lot 294 Forest North Subd Ph 6 Sec 11-7-11. 13355 Warren Dr. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Oberlies Gerald E Jr). CASE: 9369

Parcel 17: 0908N-02-037.000. Lot 29 Loren D Heights Phase 1. 510 Franklin Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Runnells Patricia M). Case: 9370

WARD 7

Parcel 18: 0808B-02-019.000. Lot 5 Briarwood South Subd Replat Sec 3-7-11. 14445 Mays Rd. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Semmes Billie Lynn Garrett Etal). Case: 9386

Parcel 19: 0808E-02-012.000. Jean Bale Rose Living Trust- -2004-0008322-D-J1 That Part Of Lot 12 Com At Nw Cor Of Lot 12 Blk 4 For Bg Run E Along N Line Of Lot 12 75.26 Ft S 9 Dg 02 Mn 20 Sec E 32.85 Ft S 1 Dg 09 Mn 00 Sec W 107.57 Ft To S Line Of Lot 4 W 77.65 Ft To W Line Of Lot 12 N 140 Ft To Pob Sec 4-7-11. 15732 Parkwood Dr South. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Rose Jean Bale - Trustee- Etal). Case: 9391

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the 7th day of **June, 2022**, 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 uncleanness 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 uncleanness as to be a menace to the public health, safety and welfare of the community are as follows:

Parcel 1: 0711L-02-002.000. Com At Ne Cor Of Lot 22 Gottschalk Survey On W Mar Of Alley S 28 Dg E Along Alley 100 Ft To Pob S 28 Dg E Along Alley 200 Ft S 62 Dg W 96 Ft To E Line Of Stewart Subd N 28 Dg W Along Subd 200 Ft N 62 Dg E 96 Ft To Pob Being Part Of Lot 22 Gottschalk Survey Part Of Ne 1/4 Of Nw 1/4 & Nw 1/4 Of Ne 1/4 Of Sec 7-8-11. 4919 17th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off

All Trash & Debris, Obtain Permit/Demolish Structure. (Marshall David & Annie). Case: 9332

- Parcel 2: 0809M-02-004.037. Lot F Forest Heights. Tulip Ct. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Griggs Elizabeth Mccree). Case: 9336
- Parcel 3: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. 30th Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Bussolati Paul & Helveston Stanley). Case: 9457
- Parcel 4: 0811E-02-009.000. Lots 14 To 16 Inc Blk. 122 Original Gulfport. 1804 30th Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Bussolati Paul & Helveston Stanley). Case: 9458
- Parcel 5: 0911D-05-041.000. Lots 21 & 22 Also S 7 1/2 Ft Of Alley Joining Said Lots Now Vacated Bk 689 Pg 541 Blk 15 Grasslawn. 816 26th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Walker Renee S -Est-). Case: 9170
- Parcel 6: 0910P-02-007.000. 2 Ac(C) Beg 25 Ft W & 565 Ft M/L N Of Se Cor Of Sec 36 On W Mar Of Teagarden Rd N Along Rd 238 Ft W 367 Ft S 238 Ft E 367 Ft To Pob Part Of Se1/4 Of Se1/4 Of Sec 36-7-11. 343 Tegarden Rd. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Smith Strom W & Teresa E). Case: 9176
- Parcel 7: 0711I-02-004.000. Lot 3 Blk 1 Hungerford Add. 3404 12th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Sherer Janet Renee). Case: 9542
- Parcel 8: 0811G-05-008.000. Lots 5 & 6 Blk 5 Mcalpin Add. 2013 18th Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Secure Properties Llc). Case: 9275
- Parcel 9: 0811G-01-066.000. Lot 7 Blk 12 Soria City. 1532 East Railroad St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Hawthorne Mattie & Flintall Emma). Case: 9335
- Parcel 10: 0810N-03-049.000. Lots 19 To 24 Blk 22 Standard Land. 2210 28th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (Pattersons' Rental Complex I Llc). Case: 9348
- Parcel 11: 0810N-03-038.000. Lots 4 & 5 Blk 22 Standard Land. 29th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (Pattersons' Rental Complex I Llc). Case: 9364

- Parcel 12: 0911D-01-035.000. Lots 8 To 10 Blk 23 Hewes Add. 630 26th-1/2 St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Wilson Coleman Jr). Case: 9400
- Parcel 13: 0810E-05-061.000. N 50 Ft Of S 1610 Ft Of W 134.7 Ft Of Sw1/4 Less R/W For Hwy Sec 28-7-11. 4415 Kentucky Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Day Sandra D -Estate-). Case: 9538
- Parcel 14: 0910F-04-004.000. E. 30 Ft Of Lot 34 & W 40 Ft Of Lot 35 Blk 53 Gulfport Bayou View Subd. 314 41st St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (True George W Jr -Est-). Case: 9462
- Parcel 15: 0910F-04-003.000. Lot 36 & E 10 Ft Of Lot 35 & W 10 Ft Of Lot 37 Blk 53 Gulfport Bayou View Subd. 308 41st St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Isp Properties Llc). Case: 9463
- Parcel 16: 0908M-01-017.058. Lot 294 Forest North Subd Ph 6 Sec 11-7-11. 13355 Warren Dr. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Oberlies Gerald E Jr). Case: 9369
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- Parcel 19: 0808E-02-012.000. Jean Bale Rose Living Trust- #Name? That Part Of Lot 12 Com At Nw Cor Of Lot 12 Blk 4 For Bg Run E Along N Line Of Lot 12 75.26 Ft S 9 Dg 02 Mn 20 Sec E 32.85 Ft S 1 Dg 09 Mn 00 Sec W 107.57 Ft To S Line Of Lot 4 W 77.65 Ft To W Line Of Lot 12 N 140 Ft To Pob Sec 4-7-11. 15732 Parkwood Dr South. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Rose Jean Bale -Trustee-Etal). Case: 9391

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 _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 7, 2022

Re: Resubdivision 2204PC047:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 26, 2022

Re: Resubdivision 2204PC047, by owner Jennifer L Weems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Planning Commission recommendation: To approve applicant request.

Motion: Mrs. Adolph

Second: Mr. Sellers

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

Action: Motion was carried unanimously.

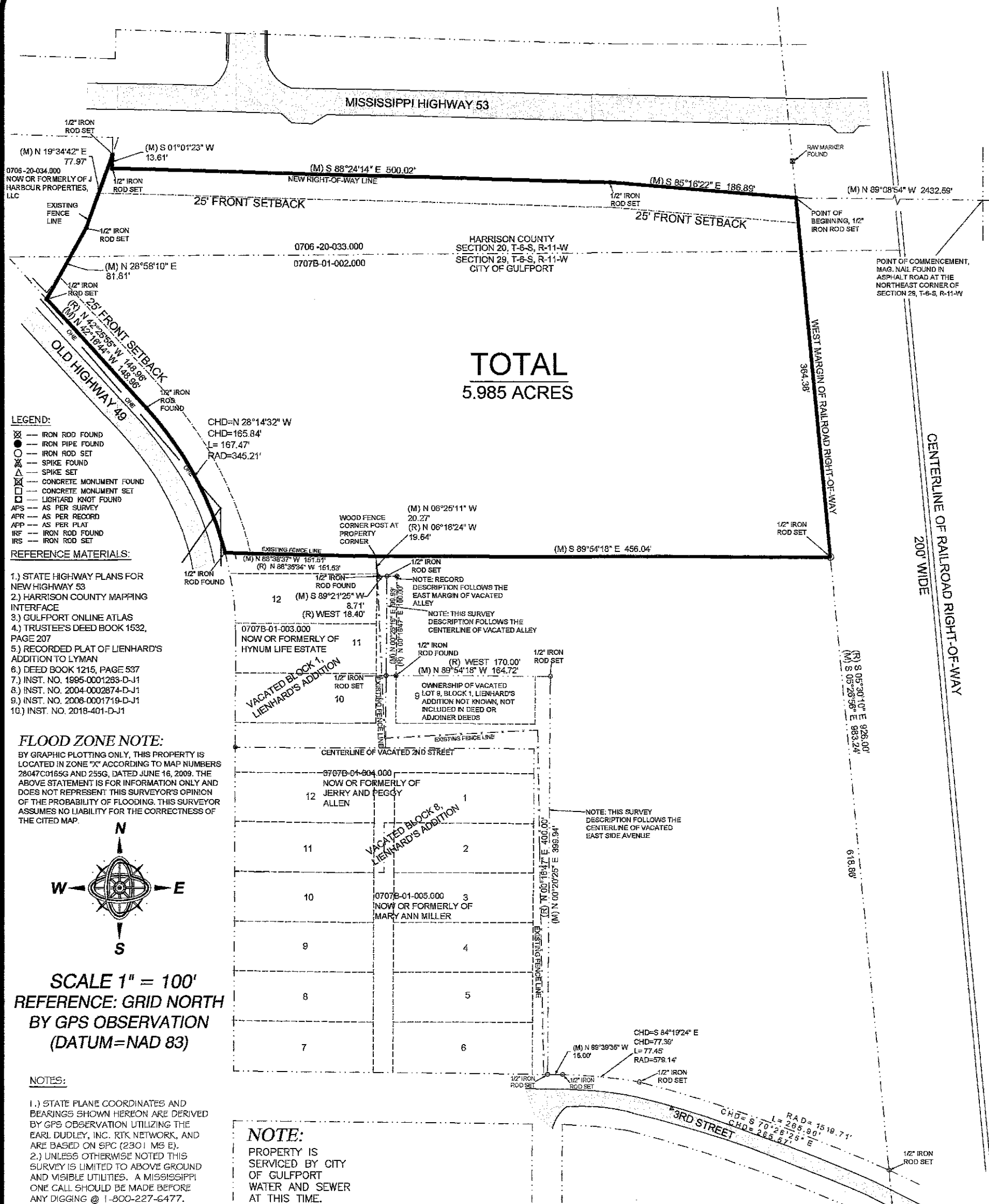
Speaking for the Petition:

1. Jennifer Weems

Speaking against the Petition: None

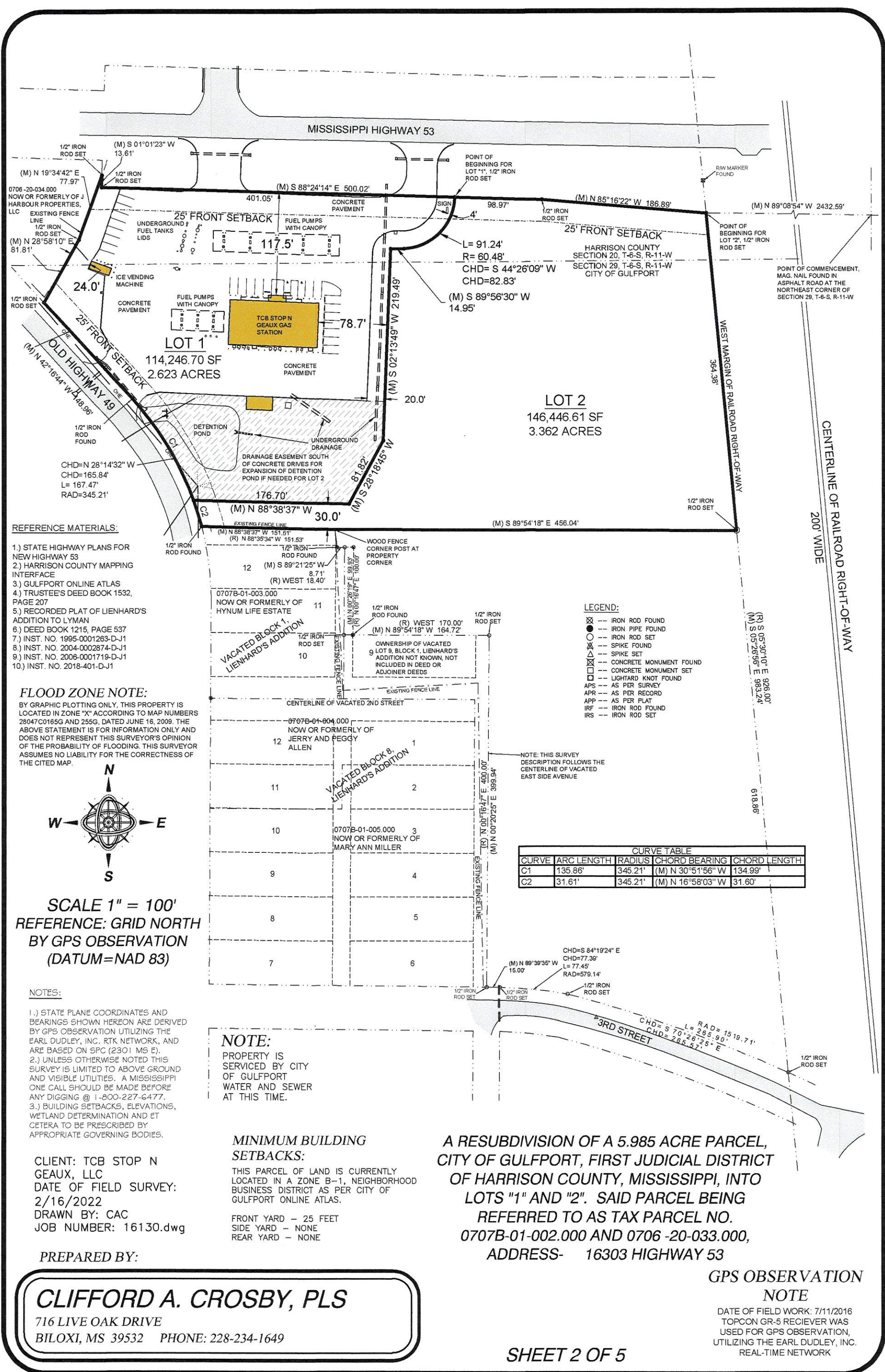
On April 28, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022



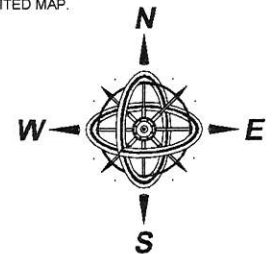
CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649



- REFERENCE MATERIALS:
- 1.) STATE HIGHWAY PLANS FOR NEW HIGHWAY 53
 - 2.) HARRISON COUNTY MAPPING INTERFACE
 - 3.) GULFPORT ONLINE ATLAS
 - 4.) TRUSTEE'S DEED BOOK 1532, PAGE 207
 - 5.) RECORDED PLAT OF LIENHARD'S ADDITION TO LYMAN
 - 6.) DEED BOOK 1215, PAGE 537
 - 7.) INST. NO. 1995-0001263-D-J1
 - 8.) INST. NO. 2004-0002874-D-J1
 - 9.) INST. NO. 2006-0001719-D-J1
 - 10.) INST. NO. 2018-401-D-J1

FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" ACCORDING TO MAP NUMBERS 28047C0165G AND 255G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.



SCALE 1" = 100'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

- NOTES:
- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
 - 2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
 - 3.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

NOTE:
PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.

MINIMUM BUILDING SETBACKS:
THIS PARCEL OF LAND IS CURRENTLY LOCATED IN A ZONE B-1, NEIGHBORHOOD BUSINESS DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS.
FRONT YARD - 25 FEET
SIDE YARD - NONE
REAR YARD - NONE

CLIENT: TCB STOP N
GEAUX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

- LEGEND:
- IRON ROD FOUND
 - IRON PIPE FOUND
 - IRON ROD SET
 - SPIKE FOUND
 - SPIKE SET
 - CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - LIGHTTARD KNOT FOUND
 - AS PER SURVEY
 - AS PER RECORD
 - AS PER PLAT
 - IRON ROD FOUND
 - IRON ROD SET

CURVE TABLE			
CURVE	ARC LENGTH	RADIUS	CHORD BEARING
C1	135.86'	345.21'	(M) N 30°51'56" W
C2	31.61'	345.21'	(M) N 16°58'03" W

A RESUBDIVISION OF A 5.985 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1" AND "2". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0707B-01-002.000 AND 0706 -20-033.000, ADDRESS- 16303 HIGHWAY 53

GPS OBSERVATION NOTE
DATE OF FIELD WORK: 7/11/2016
TOPCON GR-5 RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

A RESUBDIVISION OF A 5.985 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1" AND "2". SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
0707B-01-002.000 AND 0706 -20-033.000,
ADDRESS- 16303 HIGHWAY 53

NOTE:

PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE X ACCORDING TO MAP NUMBERS 28047CQ165G AND 0255G DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

**GPS OBSERVATION
NOTE**

DATE OF FIELD WORK: 2/16/2022
TOPCON GR-5 RECIEVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBERMENTS MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBERMENTS ATTACHED TO ANY PROPERTY.

OVERALL SURVEY DESCRIPTION PRIOR TO RESUBDIVISION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE CITY OF GULFPORT AND HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A MAG. NAIL FOUND IN ASPHALT AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; THENCE N89°08'54"W 2432.59' TO THE POINT OF BEGINNING, BEING AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53 WITH THE WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY, S05°26'56"E 364.38' TO AN IRON ROD SET; THENCE N89°54'18"W 456.04' TO A WOODEN FENCE CORNER POST; THENCE N88°38'37"W 151.51' TO AN IRON ROD FOUND ON THE EAST MARGIN OF OLD HIGHWAY 49; THENCE ALONG A CURVE OF SAID EAST MARGIN OF OLD HIGHWAY 49 TO THE LEFT, HAVING A RADIUS OF 345.21', AN ARC LENGTH OF 167.47' AND A CHORD BEARING AND DISTANCE OF N28°14'32"W 165.84' TO AN IRON ROD FOUND; THENCE ALONG THE EAST MARGIN OF OLD HIGHWAY 49, N42°16'44"W 148.96' TO AN IRON ROD SET AT THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF J HARBOUR PROPERTIES LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, N28°58'10"E 81.81' TO AN IRON ROD; THENCE FURTHER ALONG SAID EAST LINE, N19°34'42"E 77.97' TO THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53; THENCE ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S01°01'23"W 13.61' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S88°24'14"E 500.02' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S85°16'22"E 186.89' TO THE POINT OF BEGINNING, CONTAINING 5.985 ACRES.

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 16TH DAY OF FEBRUARY, 2022.

CLIFFORD A. CROSBY, MS PLS NO. 2539

CLIENT: TCB STOP N
GEAUX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg



PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

A RESUBDIVISION OF A 5.985 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1" AND "2". SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
0707B-01-002.000 AND 0706 -20-033.000,
ADDRESS- 16303 HIGHWAY 53

GPS OBSERVATION
NOTE

DATE OF FIELD WORK: 2/16/2022
TOPCON GR-5 RECIEVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

NOTE:

PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON
THE RECORDED SUBDIVISION PLAT IN
CASES OF REGULAR SUBDIVISIONS LOTS.
BOUNDARY SURVEYS OF PROPERTIES NOT
A PART OF A REGULAR SUBDIVISION ARE
BASED UPON TITLE INFORMATION PROVIDED
BY THE PARTY REQUESTING THE SURVEY.
BOUNDARY SURVEY PLATS REFLECT
INFORMATION DISCOVERED BY THE
SURVEYOR IN THE NORMAL COURSE OF
WORK AND DOES NOT NECESSARILY SHOW
EVERY POSSIBLE CONDITION AFFECTING THE
PROPERTY. EASEMENTS, SERVITUDES,
BUILDING ORDINANCES, ZONING, AND
OTHER LEGAL ENCUMBERMENTS MAY EXIST.
CONSULT A TITLE ATTORNEY IF YOU WISH
TO DISCOVER ALL THE LEGAL
ENCUMBERMENTS ATTACHED TO ANY
PROPERTY.

CLIENT: TCB STOP N
GEAUX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED
BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE X ACCORDING
TO MAP NUMBERS 28047C0165G AND 0255G
DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR
A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE
CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS
EXPRESSED OR IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE
AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS
THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED
SURVEYOR'S SEAL.

LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:
LEGAL DESCRIPTION: LOT "1", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND IN THE NORTHWEST
1/4 OF THE NORTHEAST 1/4 OF SECTION 29, AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN
THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 11
WEST, IN THE CITY OF GULFPORT AND HARRISON COUNTY, MISSISSIPPI, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLAN GRID NORTH
(MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL FOUND IN ASPHALT AT THE NORTHEAST CORNER OF SECTION 29,
TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI;
THENCE N89°08'54"W 2432.59' TO AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE NEW
SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53 WITH THE WEST MARGIN OF THE RAILROAD
RIGHT-OF-WAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53,
N85°16'22"W 186.89' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID SOUTH RIGHT-OF-WAY LINE,
N88°24'14"W 98.97' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE ALONG A CURVE TO
THE RIGHT HAVING A RADIUS OF 60.48', AN ARC LENGTH OF 91.24' AND A CHORD BEARING AND
DISTANCE OF S44°26'09"W 82.83' TO AN IRON ROD SET; THENCE S89°56'30"W 14.95' TO AN IRON ROD
FOUND; THENCE S02°13'49"W 219.49' TO AN IRON ROD SET; THENCE S28°18'45"W 81.82' TO AN IRON
ROD SET ON THE EAST MARGIN OF OLD HIGHWAY 49; THENCE ALONG A CURVE OF SAID EAST MARGIN
TO THE LEFT, HAVING A RADIUS OF 345.21', AN ARC LENGTH OF 135.86' AND A CHORD BEARING AND
DISTANCE OF N30°51'56"W 134.99'; THENCE FURTHER ALONG THE EAST MARGIN OF OLD HIGHWAY 49,
N42°16'44"W 148.96' TO AN IRON ROD SET AT THE SOUTHERNMOST CORNER OF PROPERTY NOW OR
FORMERLY OF J HARBOUR PROPERTIES LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY,
N28°58'10"E 81.81' TO AN IRON ROD; THENCE FURTHER ALONG SAID EAST LINE, N19°34'42"E 77.97' TO
THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53; THENCE ALONG SAID NEW SOUTH
RIGHT-OF-WAY LINE, S01°01'23"W 13.61' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW
SOUTH RIGHT-OF-WAY LINE, S88°24'14"E 401.05' TO THE POINT OF BEGINNING, CONTAINING 2.623
ACRES.

LEGAL DESCRIPTION: LOT "2", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND IN THE NORTHWEST
1/4 OF THE NORTHEAST 1/4 OF SECTION 29, AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN
THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 11
WEST, IN THE CITY OF GULFPORT AND HARRISON COUNTY, MISSISSIPPI, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLAN GRID NORTH
(MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL FOUND IN ASPHALT AT THE NORTHEAST CORNER OF SECTION 29,
TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI;
THENCE N89°08'54"W 2432.59' TO THE POINT OF BEGINNING, BEING AN IRON ROD SET AT THE POINT OF
INTERSECTION OF THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53 WITH THE WEST
MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID WEST MARGIN OF THE RAILROAD
RIGHT-OF-WAY, S05°26'56"E 364.38' TO AN IRON ROD SET; THENCE N89°54'18"W 456.04' TO A WOODEN
FENCE CORNER POST; THENCE N88°38'37"W 151.51' TO AN IRON ROD FOUND ON THE EAST MARGIN OF
OLD HIGHWAY 49; THENCE ALONG A CURVE OF SAID EAST MARGIN OF OLD HIGHWAY 49 TO THE LEFT,
HAVING A RADIUS OF 345.21', AN ARC LENGTH OF 31.61' AND A CHORD BEARING AND DISTANCE OF
N16°58'03"W 31.60' TO AN IRON ROD SET; THENCE S88°38'37"E 176.70' TO AN IRON ROD SET; THENCE
N28°18'45"E 81.82' TO AN IRON ROD SET; THENCE N02°13'48"E 219.49' TO AN IRON ROD SET; THENCE
S89°56'30"E TO AN IRON ROD SET; THENCE ALONG A CURVE TO LEFT HAVING A RADIUS OF 60.48', AN
ARC LENGTH OF 91.24' AND A CHORD BEARING AND DISTANCE OF N44°26'09"E 82.83' TO AN IRON ROD
SET ON THE SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53; THENCE ALONG SAID SOUTH
RIGHT-OF-WAY LINE S88°24'14"E 98.97' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW
SOUTH RIGHT-OF-WAY LINE, S85°16'22"E 186.89' TO THE POINT OF BEGINNING, CONTAINING 3.362
ACRES.

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT
THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND
THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER
DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE
IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 16th DAY OF FEBRUARY, 2022.

CLIFFORD A. CROSBY, MS PLS NO. 2539



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 TAX PARCEL # 0707B-01-002.000 AND 0706 -20-033.000, SECTIONS 20 AND 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, BEING A 5.985 ACRE PARCEL. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF HIGHWAY 53 AND ON WEST SIDE OF THE RAILROAD RIGHT-OF-WAY. THE AD VALOREM TAX PARCEL NUMBER(S) OF THE SUBJECT PROPERTY IS

0707B-01-002.000 AND 0706 -20-033.000 , THE CASE FILE NUMBER IS

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT TCB STOP N GEAX, LLC IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 17th DAY OF FEBRUARY, 2022.
TCB STOP N GEAX LLC

BY: JENNIFER L. WEEMS, PRESIDENT

THE APPLICANT HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY:

JENNIFER L. WEEMS, PRESIDENT OF TCB STOP N GEAX, LLC
THIS 17th DAY OF February, 2022.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED JENNIFER L. WEEMS, PRESIDENT OF TCB STOP N GEAX, LLC, WHO ACKNOWLEDGED THAT SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE DAY OF 2022.

BY: PLANNING COMMISSION CHAIRMAN PRINT
KEITH WILLIAMS

BY: PLANNING ADMINISTRATOR PRINT
GREG HOLMES

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE DAY OF 2022.

ATTEST: ADOPT

BRITTANY RODGERS, CLERK OF COUNCIL F.B. "RUSTY" WALKER, PRESIDENT

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS DAY OF 2022.

BILLY HEWES, MAYOR

A RESUBDIVISION OF A 5.985 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1" AND "2". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0707B-01-002.000 AND 0706 -20-033.000, ADDRESS- 16303 HIGHWAY 53

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI"

WITNESS MY SIGNATURE AND SEAL THIS 17th DAY OF FEBRUARY 2022.

CLIFFORD A. CROSBY, MS PLS 2539



PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: TCB STOP N
GEAX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2204PC047

Hearing Date: April 28, 2022

Current Zoning/Use: B-1/Commercial Property

Legal: Resubdivision 2204PC047, by owner Jennifer L. Weems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

TECHNICAL DETAILS

The applicant requests to divide a parcel that is approximately 5.98 acres into two new parcels. Currently, there is a gas station being occupied on the existing parcel. As proposed, Parcel 1 will contain the gas station; Parcel 2 will remain vacant, the applicant indicates the use for Parcel 2 will be "future development," the type of development was not indicated.

As proposed, the properties will meet the required parcel size for resubdivision. Currently, the gas station that is in place meets the required front yard setback for the zoning district (no side or rear yard setbacks are required). Upon Staff review, the proposed parcel sizes and current structure on the property are conforming according to the City of Gulfport's Ordinance.

The Gulfport Subdivision Regulations require that:

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

In review of the application, the resubdivision does not meet the requirements set forth by the City's Ordinance. First, the applicant exceeds the lot depth by more than three and one-half ($3 \frac{1}{2}$) times (Art. III)(Sect. 9.50)(Sub. D)(3); with a width 98.97 feet the lot depth cannot exceed 346.39 feet, currently, the depth of the proposed lot is 364.38 feet. Second, the applicant does not meet the 35-foot lot abutment requirement set forth by the City's Ordinance (Art. III)(Sect. 9.50)(Sub. D)(4); The proposed abutment for the new subdivided parcel is only measured at 30 feet. After consideration, this request for resubdivision should be denied.

Technical Report

Resubdivision

Any approval should consider these conditions:

1. The planning, grants a waiver to allow the maximum depth of any lot, exclusive of unusable land, shall be three and one half (3 ½) times the width of the lot at the building setback line.
2. The planning, grants a waiver to allow every lot shall abut upon a dedicated street for at least thirty-five (35) feet.
3. Each parcel to have separate sewer and water services; coordinate with Public Works.
4. Must coordinate water and sewer services with Public Works Department.
5. Resub Certificate only indicates two parcels being created out of parcel 0707B-01-002.000 and not three as listed above.

DEPARTMENTAL CONDITIONS

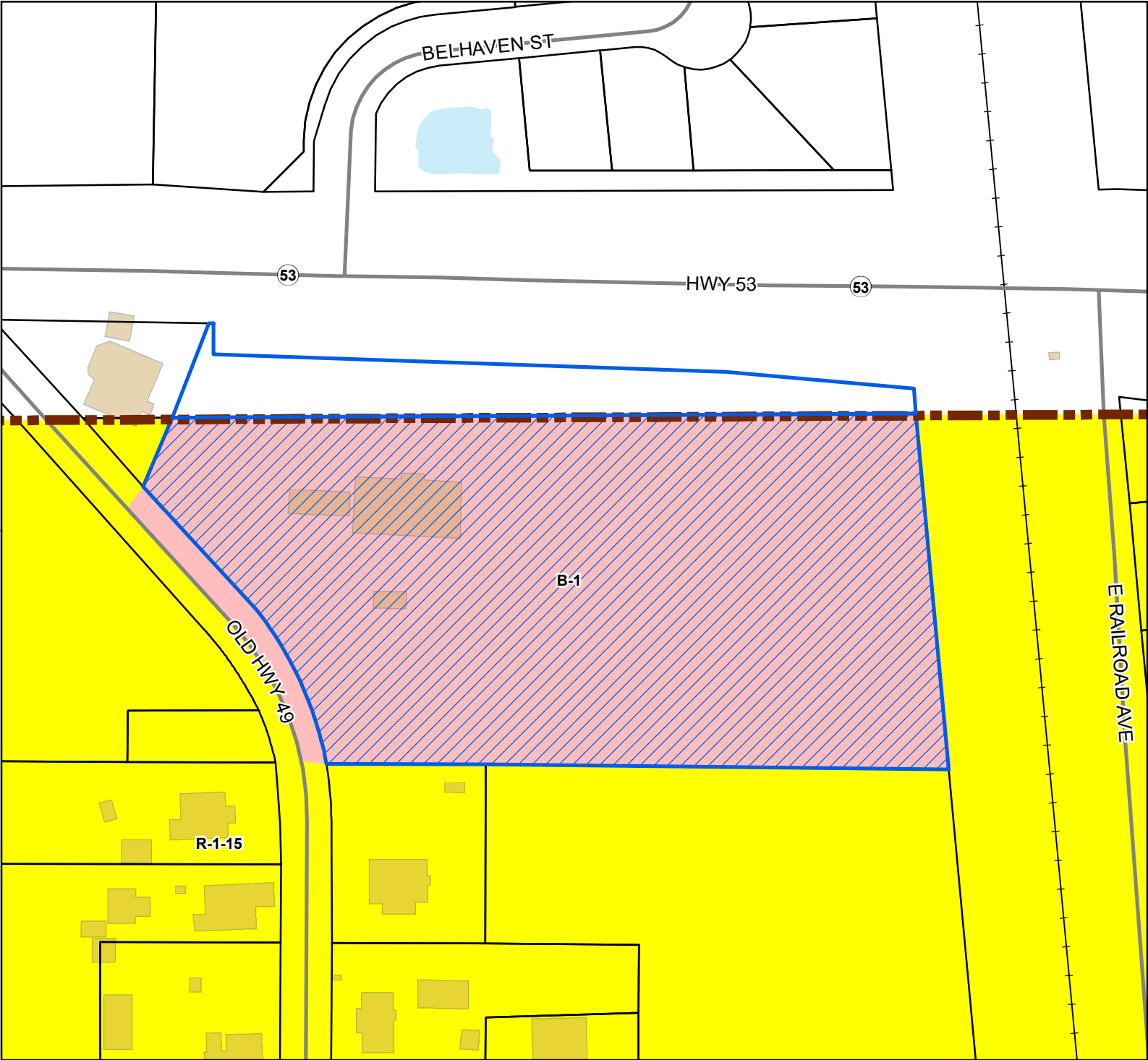
<u>Engineering:</u>	Each parcel to have separate sewer and water services; coordinate with Public Works. Memo dated 04/22/2022.
<u>Public Works:</u>	Must coordinate water and sewer services with Public Works Department. Memo Dated 04/22/2022.
<u>Traffic and Safety:</u>	No conditions. Memo dated 04/21/2022.
<u>Building Code Services:</u>	No conditions. Memo dated 04/21/2022.
<u>GIS:</u>	Resub Certificate only indicates two parcels being created out of parcel 0707B-01-002.000 and not three as listed above. Memo dated 04/21/2022.
<u>Police Department:</u>	No conditions. Memo dated 04/21/2022.
<u>Fire Department:</u>	No conditions. Memo dated 04/19/2022.
<u>City Arborist:</u>	No conditions. Memo dated 04/19/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Legend

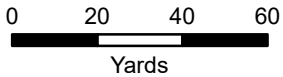
- Site
- Street
- Railroad
- Parcels
- Buildings
- Water Features
- City Limit

Zoning

- B-1 - Neighborhood Business District
- R-1-15 - Single Family Residence District (Low Density)

Site Information

0707B-01-002.000
0706-20-033.000
Zoning: B-1
Size: 5.98 Acres
Flood: X



1 inch = 135 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 Number: 2204-18047Date Received: 2/22/22

Receipt Number: _____

Received By: MWZoning: B-1Ward: 7 Flood: XSize: 6.11 ACRES

(If necessary, use separate sheet of paper)

TAX PARCEL #

0	7	0	7	B
0	7	0	6	

 -

0	1
2	0

 -

0	0	2
0	3	3

 •

0	0	0
0	0	0

Address of Property Involved: 16303 Highway 53 Gulfport, MS 39503Lot(s) 2, Block(s) _____, Subdivision _____General Location: Highway 53, Old Highway 49, East Railroad Avenue**GENERAL DESCRIPTION OF REQUEST:**

There is a potential sale for the convenience store. We would like to keep the remaining 3.362 acres for future development, not included in a sale.

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

Jennifer L. Weems

Printed Name of Owner

16303 Highway 53

Mailing Address

Gulfport MS 39503

City

State

Zip code

228-255-1141

Home Phone

228-518-1142

Work/Cell Phone

tcbjennifer@yahoo.com

Email

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.



Covenant Affidavit

I, Jennifer L Weems being owner or agent of the property 16303 Hwy 53
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

Jennifer L Weems 2/17/22
Signature Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 17 day of FEBRUARY, 20 22

[Signature]
Notary Public



11/22/2025
Commission Expiration



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
TCB Stop N Geaux, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1094271
Status:	Good Standing
Effective Date:	06/03/2016
State of Incorporation:	Mississippi
Principal Office Address:	16303 Highway 53 Gulfport, MS 39503

Registered Agent

Name
Jennifer L. Fagan 32283 Road 323 Poplarville, MS 39470

Officers & Directors

Name	Title
Jennifer L. Weems 16303 Highway 53 Gulfport, MS 39503	Member

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550

File# 172282

Indexing Instructions:
pt NE 1/4 of NW 1/4 & pt NW 1/4 of NE
1/4 of Sec. 29-6-11, & pt SE 1/4 of SW
1/4 & Pt SW 1/4 of SE 1/4 of Sec. 20-6-11
Harrison County, Ms.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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,

TCB CONSTRUCTION COMPANY, INC
a Mississippi Corporation
5913 HIGHWAY 43
POPLARVILLE, MS 39470
228-255-1141

does hereby grant, bargain, sell, convey and warrant, unto

TCB STOP N GEAUX, LLC,
a Mississippi limited liability company
32283 ROAD 323
POPLARVILLE, MS 39470
228-255-1141

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:

West margin of the railroad right-of-way; thence along said West margin of the Railroad right-of-way, South 05 degrees 26 minutes 56 seconds East 364.38 feet to an iron rod set; thence North 89 degrees 54 minutes 18 seconds West 456.04 feet to a wooden fence corner post; thence North 68 degrees 38 minutes 37 seconds West 151.51 feet to an iron rod found on the East margin of Old Highway 49; thence along a curve of said East margin of Old Highway 49 to the left, having a radius of 345.21 feet, an arc length of 167.47 feet and a chord bearing and distance of North 28 degrees 14 minutes 32 seconds West 165.84 feet to an iron rod round; thence along the East margin of Old Highway 49, North 42 degrees 16 minutes 44 seconds West 148.96 feet to an iron rod set at the Southernmost corner of property now of formerly of J Harbour Properties, LLC; thence along the East line of said property, North 28 degrees 28 minutes 10 seconds East 81.61 feet to an iron rod; thence further along said East line, North 19 degrees 34 minutes 42 seconds East 77.97 feet to the New South right-of-way line of Mississippi Highway 53; thence along said New South right-of-way line, South 01 degrees 01 minutes 23 seconds West 13.61 feet to an iron rod set; thence further along said New South right of way line, South 88 degrees 24 minutes 14 seconds East 500.22 feet to an iron rod set; thence further along said New South right-of-way line, South 85 degrees 16 minutes 22 seconds East 186.89 feet to the Point of Beginning, containing 5.985 acres, more or less.

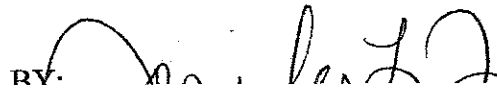
THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

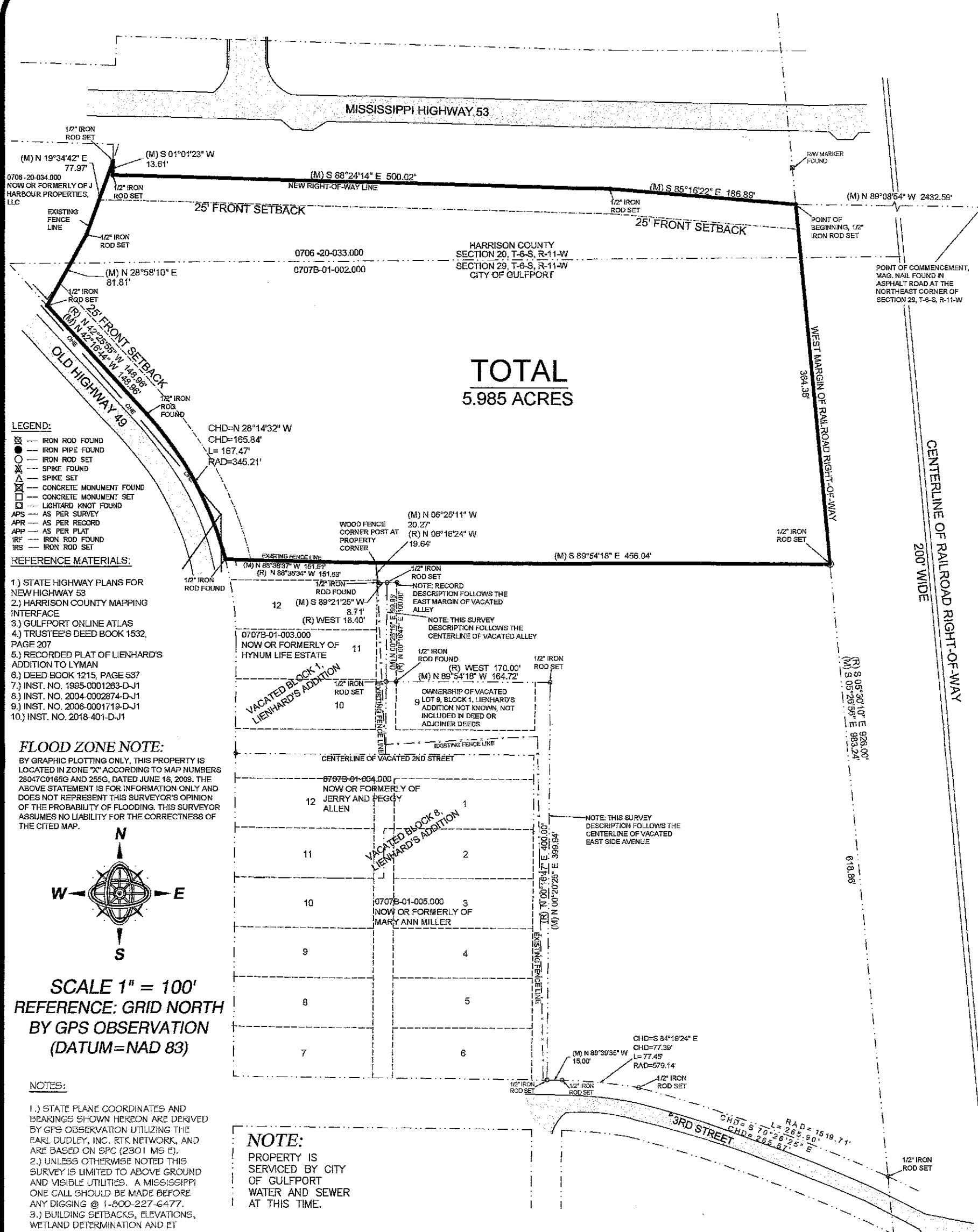
Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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.

IN WITNESS WHEREOF, TCB CONSTRUCTION COMPANY, INC. has caused this conveyance to be executed by its duly authorized officer, she having first been duly authorized to do so in her full representative capacity, on this the 17th day of January, 2018.

TCB CONSTRUCTION COMPANY, INC.

BY: 



TOTAL
5.985 ACRES

LEGEND:

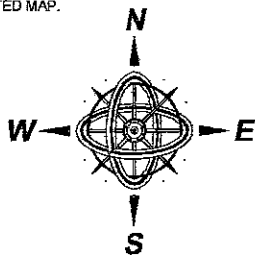
- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTWARD KNOT FOUND
- AS PER SURVEY
- AS PER RECORD
- AS PER PLAT
- IRON ROD FOUND
- IRON ROD SET

REFERENCE MATERIALS:

- 1.) STATE HIGHWAY PLANS FOR NEW HIGHWAY 53
- 2.) HARRISON COUNTY MAPPING INTERFACE
- 3.) GULFPORT ONLINE ATLAS
- 4.) TRUSTEE'S DEED BOOK 1532, PAGE 207
- 5.) RECORDED PLAT OF LIENHARD'S ADDITION TO LYMAN
- 6.) DEED BOOK 1215, PAGE 537
- 7.) INST. NO. 1995-0001283-D-J1
- 8.) INST. NO. 2004-0002874-D-J1
- 9.) INST. NO. 2006-0001719-D-J1
- 10.) INST. NO. 2018-401-D-J1

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" ACCORDING TO MAP NUMBERS 28047C0165G AND 255G, DATED JUNE 18, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.



SCALE 1" = 100'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

NOTES:

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 M5 E).
- 2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
- 3.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

NOTE:

PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS CURRENTLY LOCATED IN A ZONE B-1, NEIGHBORHOOD BUSINESS DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS.

FRONT YARD — 25 FEET
SIDE YARD — NONE
REAR YARD — NONE

A RESUBDIVISION OF A 5.985 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1" AND "2". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0707B-01-002.000 AND 0706-20-033.000, ADDRESS- 16303 HIGHWAY 53

PREPARED BY:

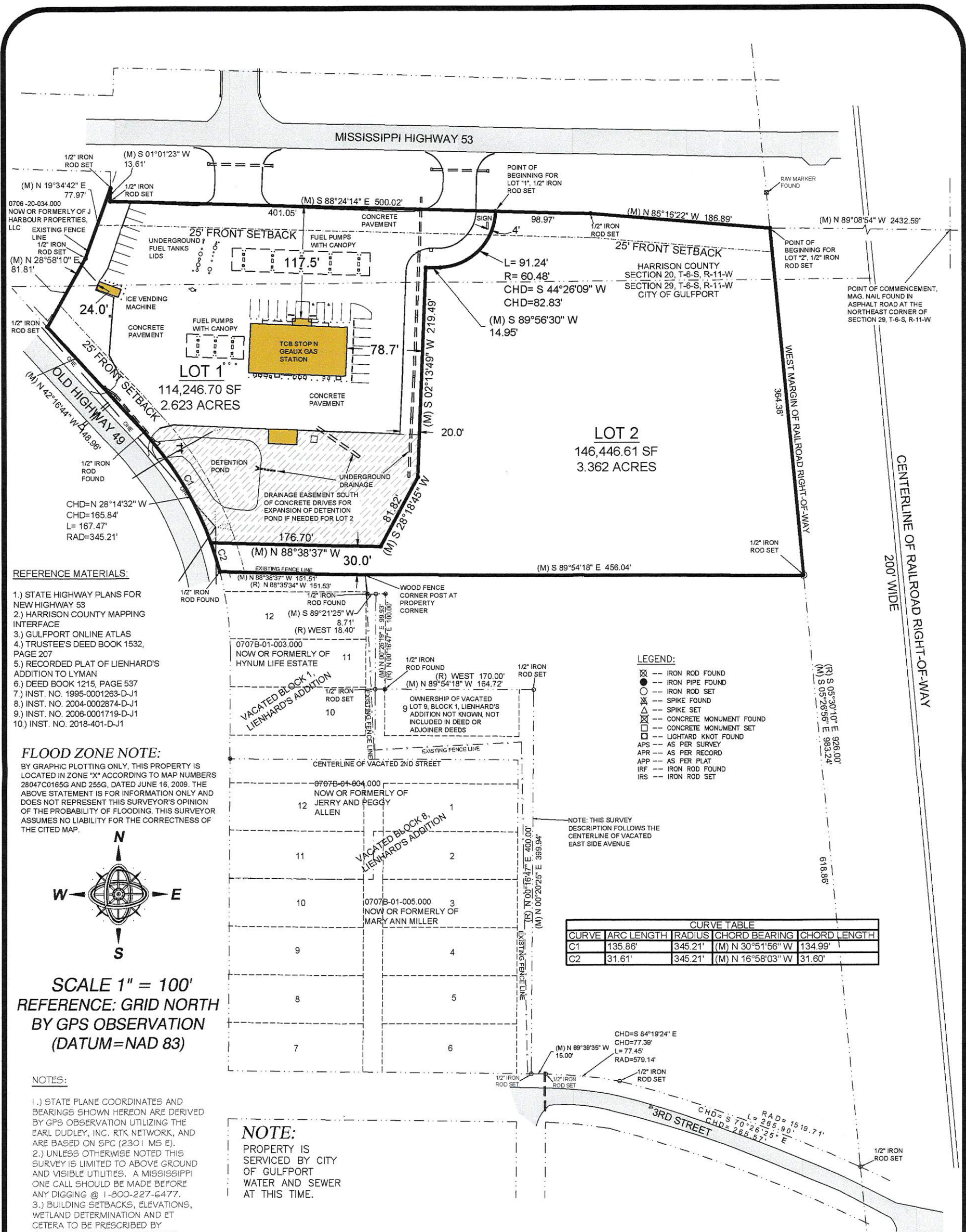
CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE

BILOXI, MS 39532 PHONE: 228-234-1649

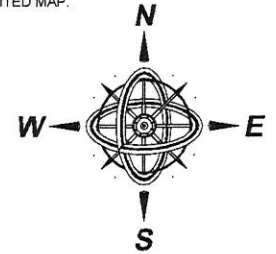
GPS OBSERVATION NOTE

DATE OF FIELD WORK: 7/11/2016
TOPCON GR-5 RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK



- REFERENCE MATERIALS:
- 1.) STATE HIGHWAY PLANS FOR NEW HIGHWAY 53
 - 2.) HARRISON COUNTY MAPPING INTERFACE
 - 3.) GULFPORT ONLINE ATLAS
 - 4.) TRUSTEE'S DEED BOOK 1532, PAGE 207
 - 5.) RECORDED PLAT OF LIENHARD'S ADDITION TO LYMAN
 - 6.) DEED BOOK 1215, PAGE 537
 - 7.) INST. NO. 1995-0001263-D-J1
 - 8.) INST. NO. 2004-0002874-D-J1
 - 9.) INST. NO. 2008-0001719-D-J1
 - 10.) INST. NO. 2018-401-D-J1

FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" ACCORDING TO MAP NUMBERS 28047C0165G AND 255G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.



SCALE 1" = 100'
REFERENCE: GRID NORTH BY GPS OBSERVATION (DATUM=NAD 83)

- NOTES:
- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
 - 2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
 - 3.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

NOTE:
PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.

MINIMUM BUILDING SETBACKS:
THIS PARCEL OF LAND IS CURRENTLY LOCATED IN A ZONE B-1, NEIGHBORHOOD BUSINESS DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS.
FRONT YARD - 25 FEET
SIDE YARD - NONE
REAR YARD - NONE

- LEGEND:
- IRON ROD FOUND
 - IRON PIPE FOUND
 - IRON ROD SET
 - SPIKE FOUND
 - SPIKE SET
 - CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - LIGHTARD KNOT FOUND
 - APS --- AS PER SURVEY
 - APR --- AS PER RECORD
 - APP --- AS PER PLAT
 - IRF --- IRON ROD FOUND
 - IRS --- IRON ROD SET

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	135.86'	345.21'	(M) N 30°51'56" W	134.99'
C2	31.61'	345.21'	(M) N 16°58'03" W	31.60'

CLIENT: TCB STOP N
GEAUX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

A RESUBDIVISION OF A 5.985 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1" AND "2". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0707B-01-002.000 AND 0706-20-033.000, ADDRESS- 16303 HIGHWAY 53

GPS OBSERVATION NOTE
DATE OF FIELD WORK: 7/11/2016
TOPCON GR-5 RECIEVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

A RESUBDIVISION OF A 5.985 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1" AND "2". SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
0707B-01-002.000 AND 0706 -20-033.000,
ADDRESS- 16303 HIGHWAY 53

NOTE:
PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE X ACCORDING TO MAP NUMBERS 28047CQ165G AND 0255G DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

GPS OBSERVATION
NOTE

DATE OF FIELD WORK: 2/16/2022
TOPCON GR-5 RECIEVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

OVERALL SURVEY DESCRIPTION PRIOR TO RESUBDIVISION:

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBERMENTS MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBERMENTS ATTACHED TO ANY PROPERTY.

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE CITY OF GULFPORT AND HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG. NAIL FOUND IN ASPHALT AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; THENCE N89°08'54"W 2432.59' TO THE POINT OF BEGINNING, BEING AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53 WITH THE WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY, S05°26'56"E 364.38' TO AN IRON ROD SET; THENCE N89°54'18"W 456.04' TO A WOODEN FENCE CORNER POST; THENCE N88°38'37"W 151.51' TO AN IRON ROD FOUND ON THE EAST MARGIN OF OLD HIGHWAY 49; THENCE ALONG A CURVE OF SAID EAST MARGIN OF OLD HIGHWAY 49 TO THE LEFT, HAVING A RADIUS OF 345.21', AN ARC LENGTH OF 167.47' AND A CHORD BEARING AND DISTANCE OF N28°14'32"W 165.84' TO AN IRON ROD FOUND; THENCE ALONG THE EAST MARGIN OF OLD HIGHWAY 49, N42°16'44"W 148.96' TO AN IRON ROD SET AT THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF J HARBOUR PROPERTIES LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, N28°58'10"E 81.81' TO AN IRON ROD; THENCE FURTHER ALONG SAID EAST LINE, N19°34'42"E 77.97' TO THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53; THENCE ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S01°01'23"W 13.61' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S88°24'14"E 500.02' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S85°16'22"E 186.89' TO THE POINT OF BEGINNING, CONTAINING 5.985 ACRES.

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 16TH DAY OF FEBRUARY, 2022.

CLIFFORD A. CROSBY, MS PLS NO. 2539

CLIENT: TCB STOP N
GEAUX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg



PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

A RESUBDIVISION OF A 5.985 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1" AND "2". SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
0707B-01-002.000 AND 0706 -20-033.000,
ADDRESS- 16303 HIGHWAY 53

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE X ACCORDING TO MAP NUMBERS 28047C0165G AND 0255G DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:
LEGAL DESCRIPTION: LOT "1", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE CITY OF GULFPORT AND HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLAN GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL FOUND IN ASPHALT AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; THENCE N89°08'54"W 2432.59' TO AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53 WITH THE WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53, N85°16'22"W 186.89' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID SOUTH RIGHT-OF-WAY LINE, N88°24'14"W 98.97' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.48', AN ARC LENGTH OF 91.24' AND A CHORD BEARING AND DISTANCE OF S44°26'09"W 82.83' TO AN IRON ROD SET; THENCE S89°56'30"W 14.95' TO AN IRON ROD FOUND; THENCE S02°13'49"W 219.49' TO AN IRON ROD SET; THENCE S28°18'45"W 81.82' TO AN IRON ROD SET ON THE EAST MARGIN OF OLD HIGHWAY 49; THENCE ALONG A CURVE OF SAID EAST MARGIN TO THE LEFT, HAVING A RADIUS OF 345.21', AN ARC LENGTH OF 135.86' AND A CHORD BEARING AND DISTANCE OF N30°51'56"W 134.99'; THENCE FURTHER ALONG THE EAST MARGIN OF OLD HIGHWAY 49, N42°16'44"W 148.96' TO AN IRON ROD SET AT THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF J HARBOUR PROPERTIES LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, N28°58'10"E 81.81' TO AN IRON ROD; THENCE FURTHER ALONG SAID EAST LINE, N19°34'42"E 77.97' TO THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53; THENCE ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S01°01'23"W 13.61' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S88°24'14"E 401.05' TO THE POINT OF BEGINNING, CONTAINING 2.623 ACRES.

LEGAL DESCRIPTION: LOT "2", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE CITY OF GULFPORT AND HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLAN GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL FOUND IN ASPHALT AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; THENCE N89°08'54"W 2432.59' TO THE POINT OF BEGINNING, BEING AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53 WITH THE WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY, S05°26'56"E 364.38' TO AN IRON ROD SET; THENCE N89°54'18"W 456.04' TO A WOODEN FENCE CORNER POST; THENCE N88°38'37"W 151.51' TO AN IRON ROD FOUND ON THE EAST MARGIN OF OLD HIGHWAY 49; THENCE ALONG A CURVE OF SAID EAST MARGIN OF OLD HIGHWAY 49 TO THE LEFT, HAVING A RADIUS OF 345.21', AN ARC LENGTH OF 31.61' AND A CHORD BEARING AND DISTANCE OF N16°58'03"W 31.60' TO AN IRON ROD SET; THENCE S88°38'37"E 176.70' TO AN IRON ROD SET; THENCE N28°18'45"E 81.82' TO AN IRON ROD SET; THENCE N02°13'48"E 219.49' TO AN IRON ROD SET; THENCE S89°56'30"E TO AN IRON ROD SET; THENCE ALONG A CURVE TO LEFT HAVING A RADIUS OF 60.48', AN ARC LENGTH OF 91.24' AND A CHORD BEARING AND DISTANCE OF N44°26'09"E 82.83' TO AN IRON ROD SET ON THE SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S88°24'14"E 98.97' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S85°16'22"E 186.89' TO THE POINT OF BEGINNING, CONTAINING 3.362 ACRES.

GPS OBSERVATION
NOTE

DATE OF FIELD WORK: 2/16/2022
TOPCON GR-5 RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

NOTE:

PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBERMENTS MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBERMENTS ATTACHED TO ANY PROPERTY.

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 16th DAY OF FEBRUARY, 2022.

CLIFFORD A. CROSBY, MS PLS NO. 2539



CLIENT: TCB STOP N
GEAUX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

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 TAX PARCEL # 0707B-01-002.000 AND 0706 -20-033.000, SECTIONS 20 AND 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, BEING A 5.985 ACRE PARCEL. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF HIGHWAY 53 AND ON WEST SIDE OF THE RAILROAD RIGHT-OF-WAY. THE AD VALOREM TAX PARCEL NUMBER(S) OF THE SUBJECT PROPERTY IS

0707B-01-002.000 AND 0706 -20-033.000. THE CASE FILE NUMBER IS

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT TCB STOP N GEAX, LLC IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 17th DAY OF FEBRUARY, 2022.
TCB STOP N GEAX, LLC

BY: JENNIFER L. WEEMS, PRESIDENT

THE APPLICANT HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY:

JENNIFER L. WEEMS, PRESIDENT OF TCB STOP N GEAX, LLC

THIS 17th DAY OF February, 2022.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED JENNIFER L. WEEMS, PRESIDENT OF TCB STOP N GEAX, LLC, WHO ACKNOWLEDGED THAT SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE DAY OF , 2022.

BY: PLANNING COMMISSION CHAIRMAN PRINT
KEITH WILLIAMS

BY: PLANNING ADMINISTRATOR PRINT
GREG HOLMES

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE DAY OF , 2022.

ATTEST: ADOPT

BRITTANY RODGERS, CLERK OF COUNCIL F.B. "RUSTY" WALKER, PRESIDENT

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS DAY OF , 2022.

BILLY HEWES, MAYOR

A RESUBDIVISION OF A 5.985 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1" AND "2". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0707B-01-002.000 AND 0706 -20-033.000, ADDRESS- 16303 HIGHWAY 53

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI"

WITNESS MY SIGNATURE AND SEAL THIS 17th DAY OF FEBRUARY, 2022.

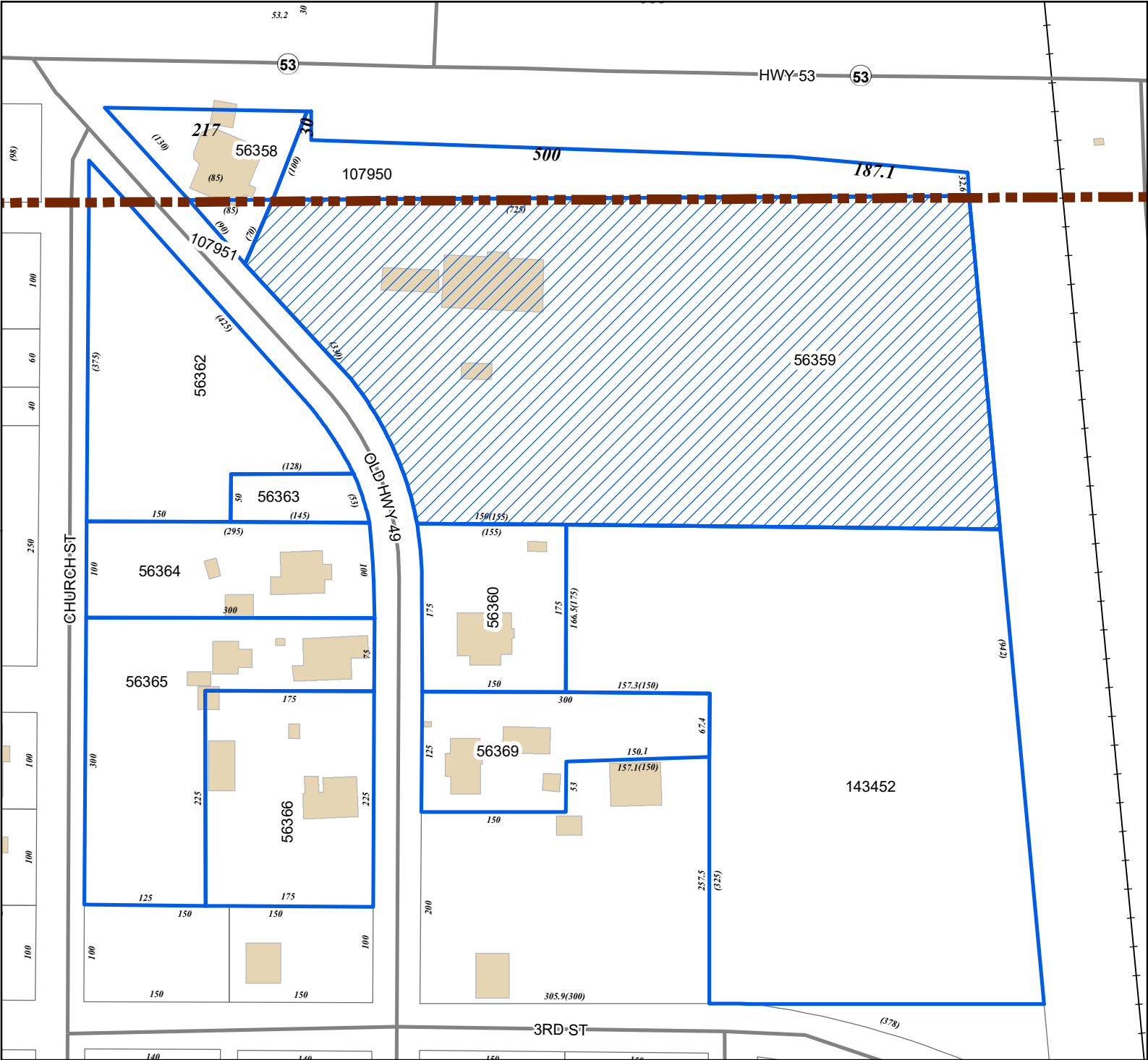
CLIFFORD A. CROSBY, MS PLS 2539



PREPARED BY:

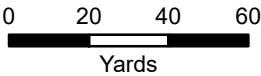
CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: TCB STOP N
GEAX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg



Legend

- Site
- Adjacent Properties
- Street
- Railroad
- Buildings
- City Limit



1 inch = 145 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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	56359	0707B-01-002.000	JENNIFER L. WEEMS	16303 HIGHWAY 53	GULFPORT	MS	39503
N	107950	0706 -20-033.000	JENNIFER L. WEEMS	16304 HIGHWAY 53	POPLARVILLE	MS	39503
N			Adjacent Property Owners				
	56369	0707B-01-004.000	BARTON PAMELA J	14508 OLD HWY 49	GULFPORT	MS	39503
	56360	0707B-01-003.000	HYNUM BRENDA ANN	14522 OLD HWY 49	GULFPORT	MS	39503
N	56358	0706 -20-034.000	J HARBOUR PROPERTIES LLC	14147 E MARCIE RD	GULFPORT	MS	39503
	107951	0707B-01-001.001	J HARBOUR PROPERTIES LLC	14147 E MARCIE RD	GULFPORT	MS	39503
	56364	0707B-01-026.000	MALOY JUDITH & SHANNON KYLE	14531 OLD HWY 49	GULFPORT	MS	39503
	56363	0707B-01-027.000	RUTLAND LARRY W	14541 OLD HWY 49	GULFPORT	MS	39503
	56365	0707B-01-029.000	RUTLAND LENA F -EST-	12488 HIGHLAND DR C/O RENEE LADN	GULFPORT	MS	39503
N	56362	0707B-01-028.000	RUTLAND LENA F -EST-	12488 HIGHLAND DR C/O RENEE LADN	GULFPORT	MS	39503
	143452	0707B-01-002.001	TCB CONSTRUCTION CO INC	5913 HWY 53	POPLARVILLE	MS	39470
	56366	0707B-01-025.000	WYATT JAMES	4001 CHIPPEWA AVE	GILLETTE	WY	82718

RE: Resubdivision 2204PC047, by owner Jennifer L Weems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

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 28, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, April 28, 2022**. 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. The application is available for viewing in the Planning Division office at 1410 24th Avenue.



DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

May 26, 2022

Jennifer L. Weems
16303 Highway 53
Gulfport, MS 39503

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

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

RE: Resubdivision 2204PC047, by owner Jennifer L Weems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

To Whom It May Concern:

The Gulfport City Council will consider the above referenced request at its next regularly scheduled hearing on **Tuesday, June 7, 2022**, at 1:30 P.M. This hearing will be held in the Council Chambers, located on the second floor of the Gulfport City Hall, 2309 15th Street.

If you have any questions, please contact this office.

Sincerely,
City of Gulfport Planning Division

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**Order Number:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

CITY OF GULFPORT PLANNING COMMISSION

2204PC047

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 1. Resubdivision 2204PC047

2 MR. DUCKWORTH: Resubdivision 2204PC047 has
3 been duly and timely noticed as required by law. The
4 applicant requests to divide into three new parcels 16303
5 Highway 53 zoned B-1 neighborhood business. A copy of the
6 packet considered is hereby offered to the record.

7 MR. WILLIAMS: Thank you.

8 Someone here to speak for this case tonight?

9 MS. WEEMS: I don't necessarily have to speak
10 unless...

11 MR. WILLIAMS: That's all right. No problem.
12 Just come up and give your name and address. Give you one
13 of the white speaker cards. There we go.

14 MS. WEEMS: Jennifer Weems, 16303 Highway 53,
15 Gulfport.

16 MR. WILLIAMS: All right. And you're looking
17 into subdividing this lot into three new parcels?

18 MS. WEEMS: Yes, basically just cutting off
19 my business that's there so if I ever have a potential
20 future sale I don't want to sell the rest of the property.

21 MR. WILLIAMS: Okay. Commissioners, you have
22 the surveys and the information in your packet. Any
23 questions right now for the applicant?

24 MR. DAIGLE: I have one. I was confused a
25 little bit in reading this. Is it two or is it three

1 parcels you're splitting into --

2 MS. WEEMS: Well, the back property -- it's
3 kind of crazy, but it was all one parcel up front. And then
4 there's a part in the back that's not. So I don't know why
5 it says three, but I guess it would be to the right of the
6 business, and then TC Construction owns the back part.

7 MR. DAIGLE: So it would Lot 1 and 2. So
8 you're only splitting into two.

9 MS. WEEMS: So I guess that's the way it's on
10 there already because I think the zonings are different on
11 the front part compared to the back part is my understanding
12 of the two lots.

13 MR. DAIGLE: This is a drawing, though, of
14 what you're going to be doing, right?

15 MS. WEEMS: Correct. If you see the Lot 1
16 and 2, that's one parcel right now as we speak. So that's
17 basically being split, the business is being surveyed off
18 which is 2.8 acres or whatever, so that would be Lot 1. And
19 then Lot 2 is just the raw land.

20 MR. WILLIAMS: Greg, is there clarification
21 on that? Is her property two lots going into two lots or is
22 it actually three?

23 MR. HOLMES: No, sir. It's actually two
24 lots.

25 MR. WILLIAMS: Two lots, okay. If I misspoke

1 on that, sorry to confuse everybody.

2 All right. So subdivided into two lots.

3 Sounds good.

4 Thank you, Tim. Appreciate the
5 clarification.

6 Any other questions?

7 All right. Thank you. If something comes
8 up, we'll bring you back up. Appreciate it.

9 MS. WEEMS: Thank you.

10 MR. WILLIAMS: Anyone else here to speak for
11 this request?

12 Anyone here to speak against this request or
13 have questions on it?

14 If not, Commissioners, if you have questions
15 of the staff or anything else you'd like to know, we'll take
16 that now. If not, I'll take a motion.

17 MS. ADOLPH: Mr. Chairman, I'd like to offer
18 a motion to approve the resubdivision request for Case
19 Number 2204PC047.

20 MR. WILLIAMS: All right. Got a motion to
21 approve. Do I have a second?

22 MR. SELLERS: Second.

23 MR. JONES: Second.

24 MR. WILLIAMS: Got a second. Any further
25 discussion? If not, all those in favor say aye. Any

1 opposed?

2 All right. It's been approved. Thank you.

3 (Unanimous vote.)

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2204PC047

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 5 pages constitute a true and correct transcription of said hearing held on the 28th day of April 2022.

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 2nd day of May 2022.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Resubdivision 2204PC048:

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 26, 2022

Re: Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Daigle

Second: Mr. Hewes

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

Action: Motion was carried unanimously.

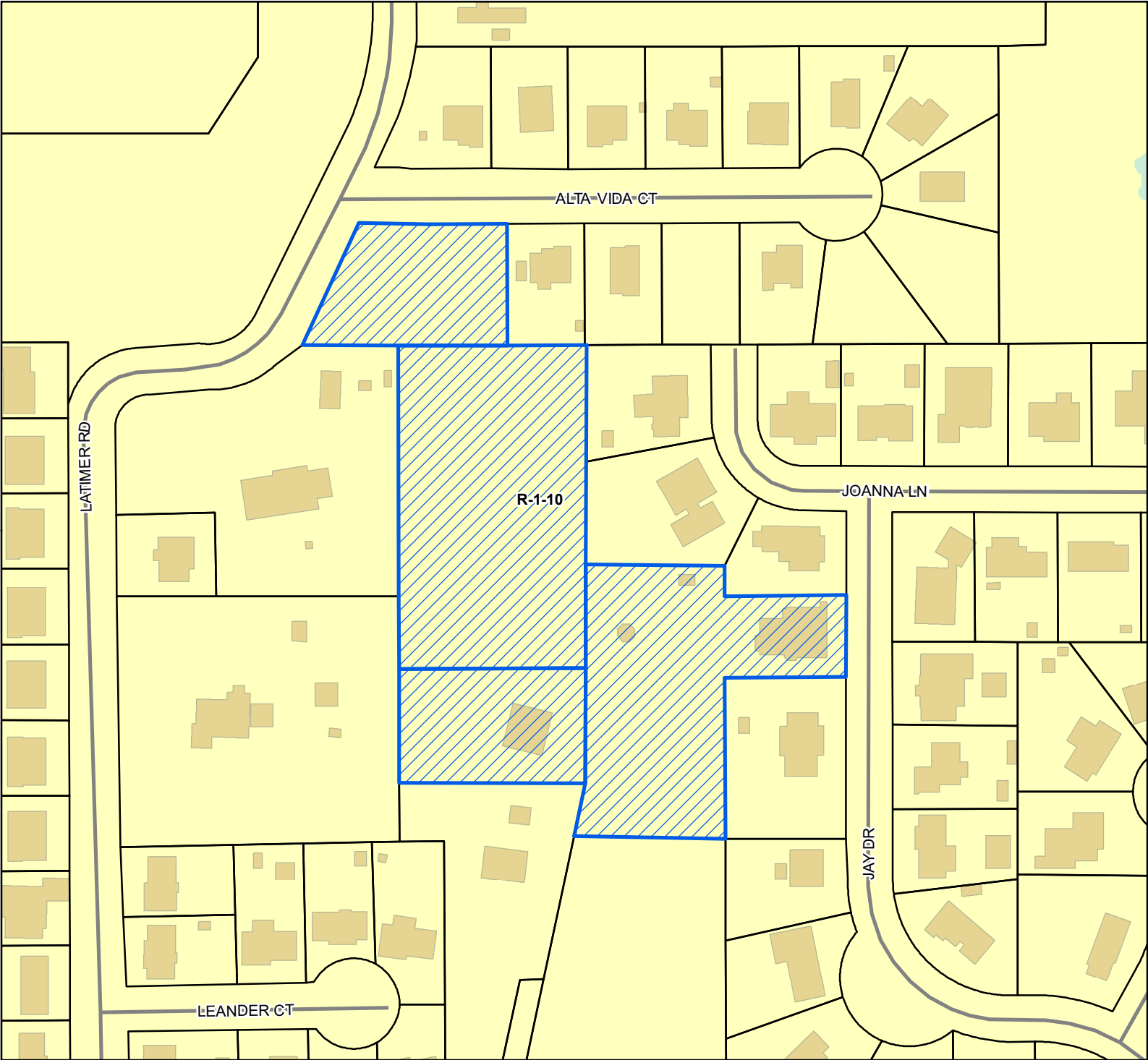
Speaking for the Petition:

1. Jimmy Randall

Speaking against the Petition: None

On April 28, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022.



 Site

 Street

 Parcels

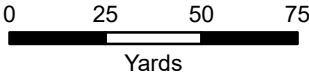
 Buildings

 Water Features

Zoning

 R-1-10 - Single Family Residence (Low Density)

Site Information
0908K-02-001.000
0908J-01-009.002
0908J-01-020.001
0908J-01-009.000
Zoning: R-1-10 (Single-family)
Size: 4.0 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.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2204PC048

Hearing Date: April 28, 2022

Current Zoning/Use: R-10 / Single Family Home and vacant properties

Legal: Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests to reconfigure 4 properties into 3 new properties. As presented all properties will exceed the district minimums for size. The major concerns are a land locked piece of property that is currently land locked and will remain so with the lot size is getting slightly smaller. Another concern is the proposed Parcel B will exceed the lot width to depth ratio.

The Gulfport Subdivision Regulations require that:

1. Each new parcel created is in compliance with appropriate zoning ordinances, building codes, and restrictive covenants, if any;
2. Each new parcel created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new parcel 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 application exceeds the requirement for the minimums in regards to the city's subdivision regulations and current policy regarding lot divisions. The primary concern are errors in the certificate that require correction before presented to city council.

Any approval should consider these conditions:

1. Protected trees on property need to be preserved and protected.
2. Planning Commission grants a waiver for the maximum depth requirement from the subdivision regulations.
3. "Parcel" B is missing its improvements as required by application. Corrections required before presented to city council.

Technical Report

Resubdivision

4. Parcel C cannot be land locked by private drive and needs to be city ROW and meet City Standards.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	Disapprove: Parcel C cannot be land locked by private drive needs to be city ROW meeting City Standards. Memo dated 4/22/22.
<u>Public Works:</u>	Disapprove: Parcel C cannot be land locked. Memo dated 4/22/22.
<u>Traffic and Safety:</u>	No conditions. Memo dated 4/21/22.
<u>Building Code Services:</u>	No conditions. Memo dated 4/21/22.
<u>GIS:</u>	No conditions. Memo dated 4/21/22.
<u>Police Department:</u>	No conditions. Memo dated 4/21/22.
<u>Fire Department:</u>	No conditions. Memo dated 4/19/22.
<u>City Arborist:</u>	Conditions: Protected trees on property need to be preserved and protected. Memo dated 4/19/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

\$190.00



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

For Staff Use Only

Case Number: 2204PC048Date Received: 2/24/22

Receipt Number: _____

Received By: mwZoning: R-1-10Ward: 6 Flood: X

Size: _____

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	9	0	8	K
0	9	0	8	J
0	9	0	8	J

 -

0	2
0	1
0	1

 -

0	0	1
0	0	9
0	2	0

 •

0	0	0
0	0	2
0	0	1

(If necessary, use separate sheet of paper)

Address of Property Involved: 27 JAY Dr. Gpt, Ms. 39503Lot(s) _____, Block(s) _____, Subdivision COLONIAL ESTATESGeneral Location: 27 JAY Dr. Gpt, Ms. 39503 south of ALTA VIDA court
north of Dejeaux Road.

GENERAL DESCRIPTION OF REQUEST:

RE SUBDIVISION 3 LOTS

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

Jimmy and Glynis Randall
Printed Name of Owner

Printed Name of Agent

Mailing Address

27 JAY Dr.

Mailing Address

City

State

Zip code

GULFPORT Ms. 39503

City

State

Zip code

Home Phone

Work/Cell Phone

228-365-6276

Home Phone

Work/Cell Phone

Email

Jimmy & Glynis Randall
Signature of Owner

Email

Signature of Agent

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



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

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

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

NAME OF OWNER (PRINT) Glynnis Randall
 ADDRESS (STREET, CITY, STATE, ZIP CODE) 27 Jay Drive, Gulfport, MS 39503
 PHONE # (H) 228 365 0589 (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Glynnis Randall

NAME OF OWNER (PRINT) Jimmy RANDALL
 ADDRESS (STREET, CITY, STATE, ZIP CODE) 27 JAY Drive, Gulfport, MS. 39503
 PHONE # (H) 228-365-6276 (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Jimmy Randall

NAME OF OWNER (PRINT) _____

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

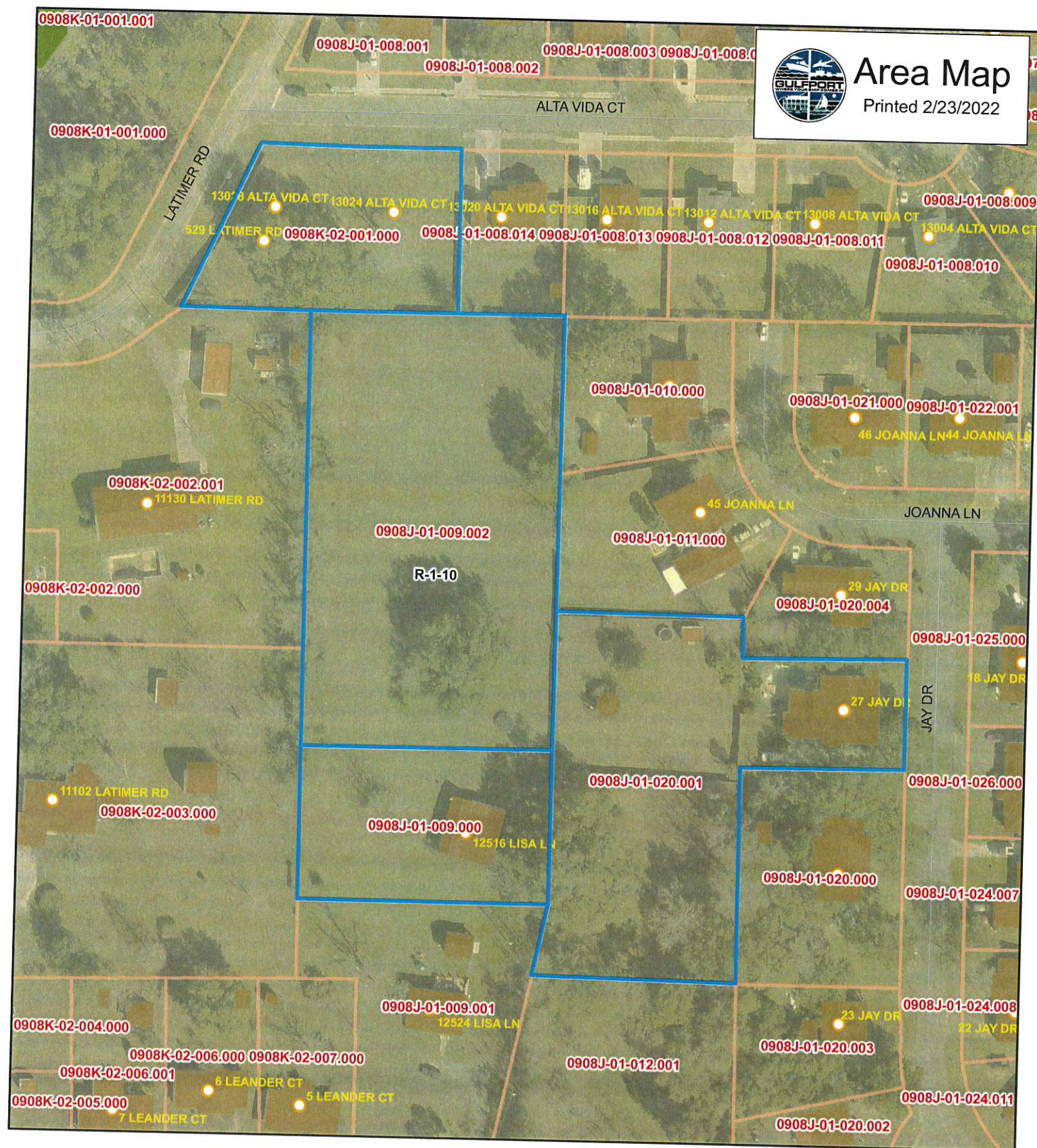
PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

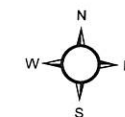
SIGNATURE: _____

(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: _____



Zoning: R-E
Ward: 6
Flood: X



1 inch = 100 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.



Covenant Affidavit

I, Jimmy RANDALL, being owner or agent of the property 27 JAY Dr.
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

Jimmy Randall 2-23-22
Signature Date

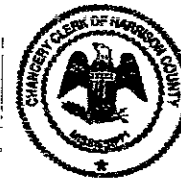
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 23 day of February, 20 22

Matilda Welch
Notary Public



900K-2-1



J. Jordan
1st Judicial District
Instrument 2020 3547 D - J1
Filed/Recorded 4/6/2020 01:51 P
Total Fees \$ 26.00
2 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550

Indexing Instructions:

File#200690

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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,

**DONIELLE LEEANN EVANS
F/K/A DONIELLE STREET
11206 LATIMER ROAD
GULFPORT, MS 39503
228-234-5008**

does hereby grant, bargain, sell, convey and warrant, unto

**JIMMY RANDALL and wife, GLYNNIS RANDALL,
as tenants by the entirety with full rights
of survivorship and not as tenants in common,
27 JAY DRIVE
GULFPORT, MS 39503
228-365-6276**

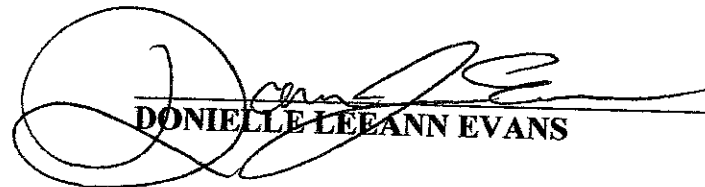
the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

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.

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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 3rd day of April, 2020.

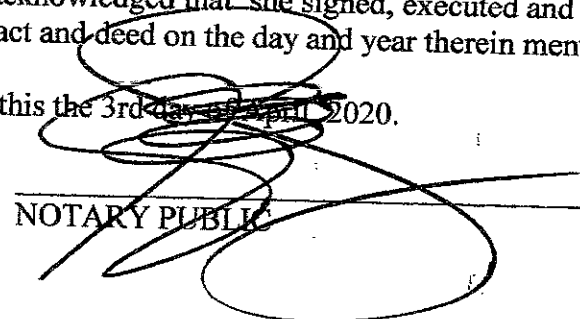

DONIELLE LEEANN EVANS

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **DONIELLE LEEANN EVANS**, who acknowledged that she signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 3rd day of April, 2020.


NOTARY PUBLIC

(SEAL)

My Commission Expires:



09085-1912

STATE OF MISSISSIPPI
COUNTY OF HARRISON



1st Judicial District
Instrument 2005 21246 D J1
Filed/Recorded 12 15 2005 3 18 P
Total Fees 12.00
2 Pages Recorded

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, MARK HEAD and wife, ROBBIE HEAD, 271 Native Cove Road, NEWMAN, GA. 30263, (770) 252-9760, do hereby sell, convey and warrant unto GLYNNIS D. RANDALL, 27 Jay Drive, Gulfport, Mississippi 39503, (228) 831-4332, the following described land and property being located in the First Judicial District Harrison County, Mississippi, being more particularly described as follows, to-wit:

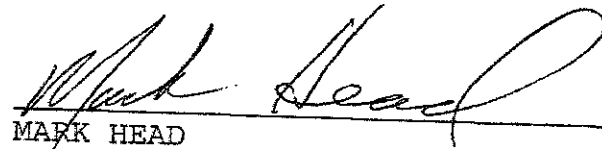
A parcel of land situated and being located in the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West, City of Gulfport, in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

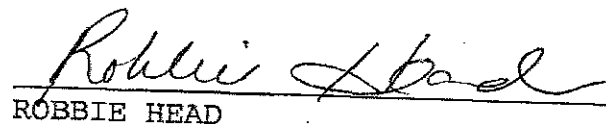
Commencing at the Northwest (NW) corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West; thence run from said Point of Beginning, South 00 degrees 01 minutes 56 seconds West a distance of 349.12 feet along the West line of the said Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4); thence run East a distance of 201.23 feet; thence run North 00 degrees 09 minutes 03 seconds West a distance of 349.18 feet to the North line of the said Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4); thence run South 89 degrees 58 minutes 57 seconds West a distance of 200.11 feet along the North line of the said Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) to the Northwest (NW) corner of the said Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) and the Point of Beginning.

INDEXING INSTRUCTIONS: Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West, in the First Judicial District of Harrison County, Mississippi.

are hereby assumed by the Grantee herein.

WITNESS OUR SIGNATURES, ON THIS THE 14TH DAY OF DECEMBER,
2005.


MARK HEAD


ROBBIE HEAD

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, MARK HEAD and wife, ROBBIE HEAD, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14th day of December, 2005.


NOTARY PUBLIC

My Commission Expires:

Prepared by:
Gulf Title Company, Inc.
10576 KLEIN ROAD
Gulfport, MS 39503
(228) 539-0909
File #052892



9025-1-20.

BOOK 1351 PAGE 521

PREPARED BY:
MEADOWS, RILEY, KOENENN & TEEL
P. O. Drawer 550
Gulfport, MS 39502
(601) 864-4511

STATE OF MISSISSIPPI
COUNTY OF HARRISON

ENTERED

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 Rick L. Carter and wife, Shannon Y. Carter, do hereby sell, convey and warrant unto Glynnis Deann Scroggins McMinn, the following described land and property located and being situated in Harrison County, State of Mississippi and being more particularly described as follows, to-wit:

Lot 14, Block 1, Colonial Estates Subdivision, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi in Plat Book 29 at Page 4.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights of way, easements and the prior reservation of any oil, gas and other minerals.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantee, or its assigns, any deficit on an actual proration, and likewise, the Grantee agrees to pay to the Grantor, or its assigns, any amount overpaid by it.

BOOK 1351 PAGE 522

WITNESS THE SIGNATURE of the above Grantor(s), this the 16th day of October, 1996.

Rick L. Carter
Rick L. Carter

Shannon Y. Carter
Shannon Y. Carter

STATE OF MISSISSIPPI

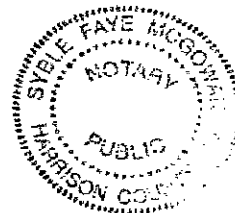
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 16th day of October, 1996, within my jurisdiction, the within named Rick L. Carter and Shannon Y. Carter, who acknowledged that they executed and delivered the above and foregoing instrument.

Syble Faye McGowan
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notary Public State of Mississippi At Large
My Commission Expires: September 12, 2000
~~BONDED TO ROHEIDEN-WATSON, INC.~~



GRANTOR:

Rick L. Carter and Shannon Y. Carter
12200 Dedcaux Rd.
Gulfport, Ms. 39503
832-4524

GRANTEE:

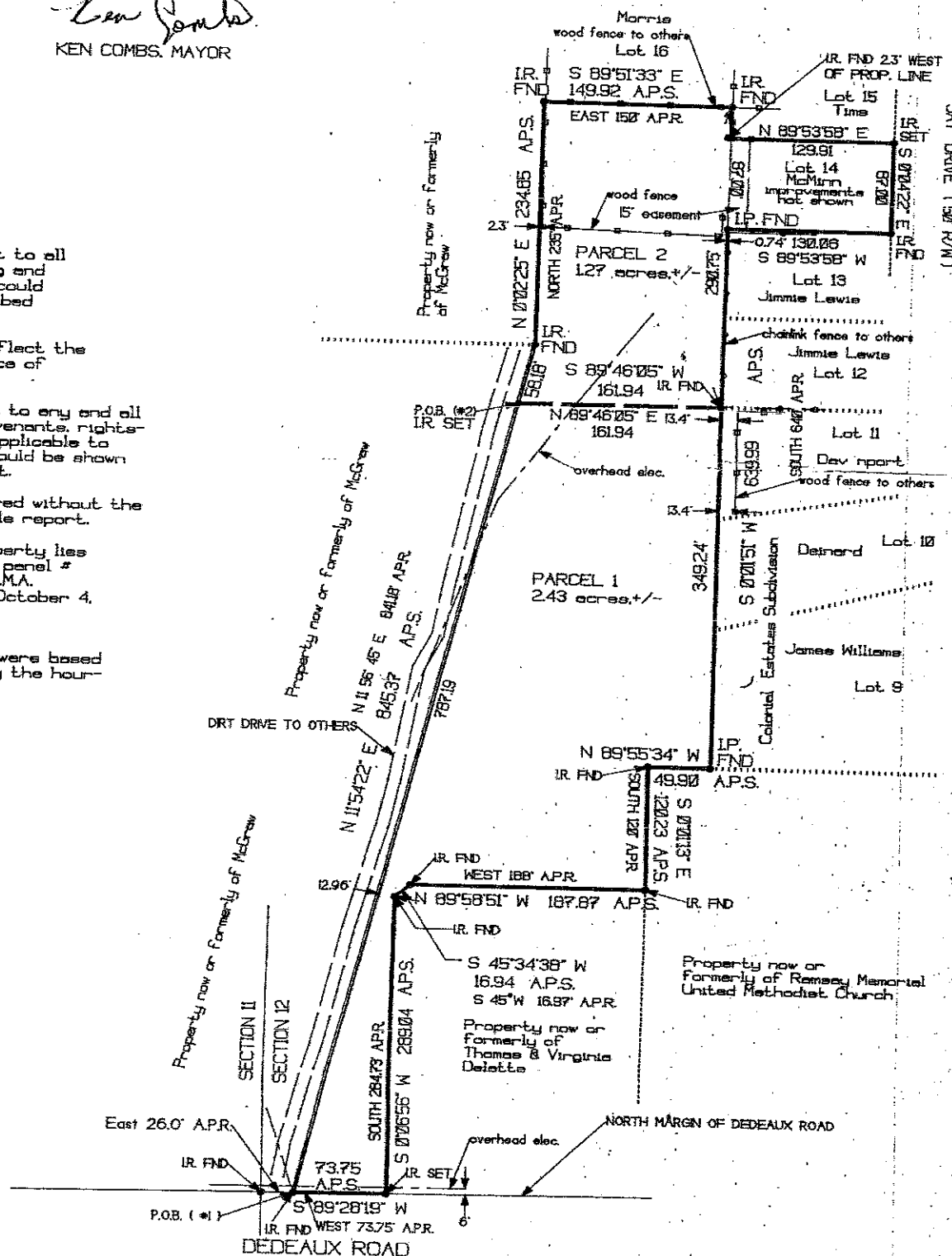
Glynnis Deann Scroggins McMinn
27 Jay Drive
Gulfport, Ms. 39503
601-928-2771.

Ray Eaton
Planning Division Administrator

PRESIDENT

KEN COMBS, MAYOR

I.P. = Iron Pipe



908 J-19
STATE OF MISSISSIPPI
COUNTY OF HARRISON



1st Judicial District
Instrument 2007 669 D -J1
Filed/Recorded 1 19 2007 4 13 P
Total Fees 12.00
2 Pages Recorded

CORRECTED 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, DOUGLAS A. MCGRAW and wife, LISA MCGRAW, 12516 Dedeaux Road, Gulfport, Mississippi, 228-523-1089, do hereby sell, convey and warrant unto GLYNNIS D. RANDALL, 27 Jay Drive, Gulfport, Mississippi 39503, (228) 831-4332, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

A parcel and land situated and being located in the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West, City of Gulfport, in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit: Commencing at the Northwest (NW) corner of the Southwest Quarter of the Northwest Quarter (SW1/4 of the NW1/4), of Section 12, Township 7 South, Range 11 West; thence run South 00 degrees 01 minute 56 seconds West a distance of 349.12 feet along the West line of the said Southwest Quarter of the Northwest Quarter (SW1/4 of the NW1/4) to the Point of Beginning; thence continue from said Point of Beginning, South 00 degrees 01 minutes 56 seconds West a distance of 125.00 feet along the West line of the said Southwest Quarter of the Northwest Quarter (SW1/4 of the NW1/4); thence run East a distance of 201.63 feet; thence run North 00 degrees 09 minutes 03 seconds West a distance of 125.00 feet; thence run West a distance of 201.23 feet to the West line of the said Southwest Quarter of the Northwest Quarter (SW1/4 of the NW1/4) and the Point of Beginning.

And Also, An Easement for Ingress & Egress being described as: A parcel of land situated and being located in a part of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit: Beginning at the intersection of the West line of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 7 South, Range 11 West with the North right of way of

2

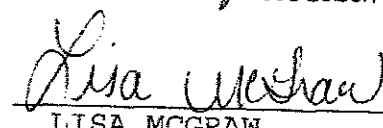
This Corrected Deed is given to add Easement description that was left out of Warranty Deed dated December 14, 2005 and recorded in Deed Book as Instrument # 2005-21248-D-J1 thereof.

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.

WITNESS OUR SIGNATURES, ON THIS THE 16TH DAY OF JANUARY, 2007.


DOUGLAS A. MCGRAW

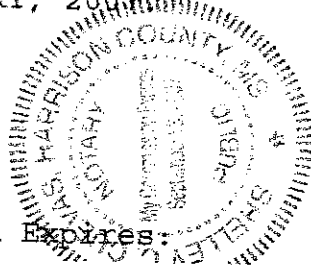

LISA MCGRAW

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, DOUGLAS A. MCGRAW and wife, LISA MCGRAW, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 16th day of JANUARY, 2007.




NOTARY PUBLIC

My Commission Expires:

CERTIFICATE OF RE-SUBDIVISION

RESUBDIVISION OF PARCELS #0908K-02-001.000
0908J-01-009.002, 0908J-01-020.001
AND PARCEL # 0908J-01-009.000
SECTION 12 TOWNSHIP 7 SOUTH, RANGE 11 WEST
INTO THREE PARCELS A, B & C

DESCRIPTIONS PRIOR TO RE-SUBDIVISION

INSTRUMENT # 2005-21246 D-J1

INSTRUMENT # 2004-4622 D-J1

INSTRUMENT # 2007-669 D-J1

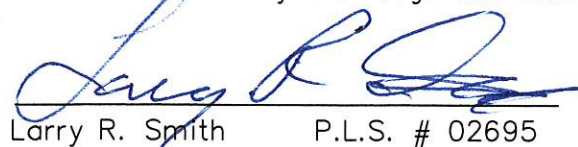
LOT 15 & 16 ALTA VIDA SUBDIVISION

LOT 14, BLK 1, COLONIAL ESTATES SUBDIVISION

ZONED R 110
FYSB 25'
SYSB 8'
RYSB 8'

CERTIFICATION

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


Larry R. Smith P.L.S. # 02695

Dated: 01/31/2022

This property is located in Zone(s) "X", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0260H, revised 12/21/2017

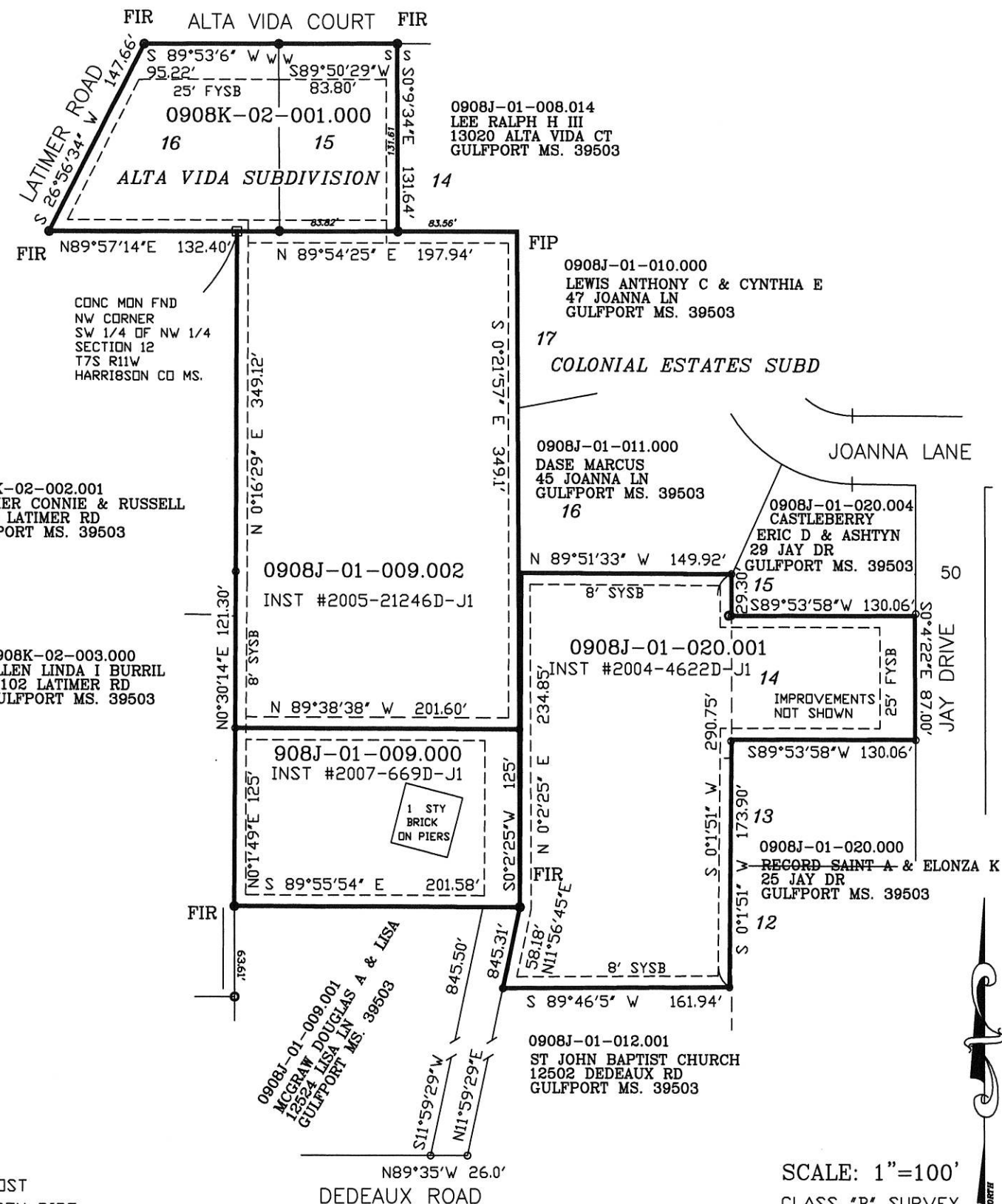


LARRY SMITH
LAND SURVEYING

105 N. KERN DRIVE
GULFPORT MS. 39503 PHONE: (228) 832-9643

BOUNDARY, TOPOGRAPHIC
CONSTRUCTION LAYOUT

GULFPORT, HARRISON COUNTY, MS.

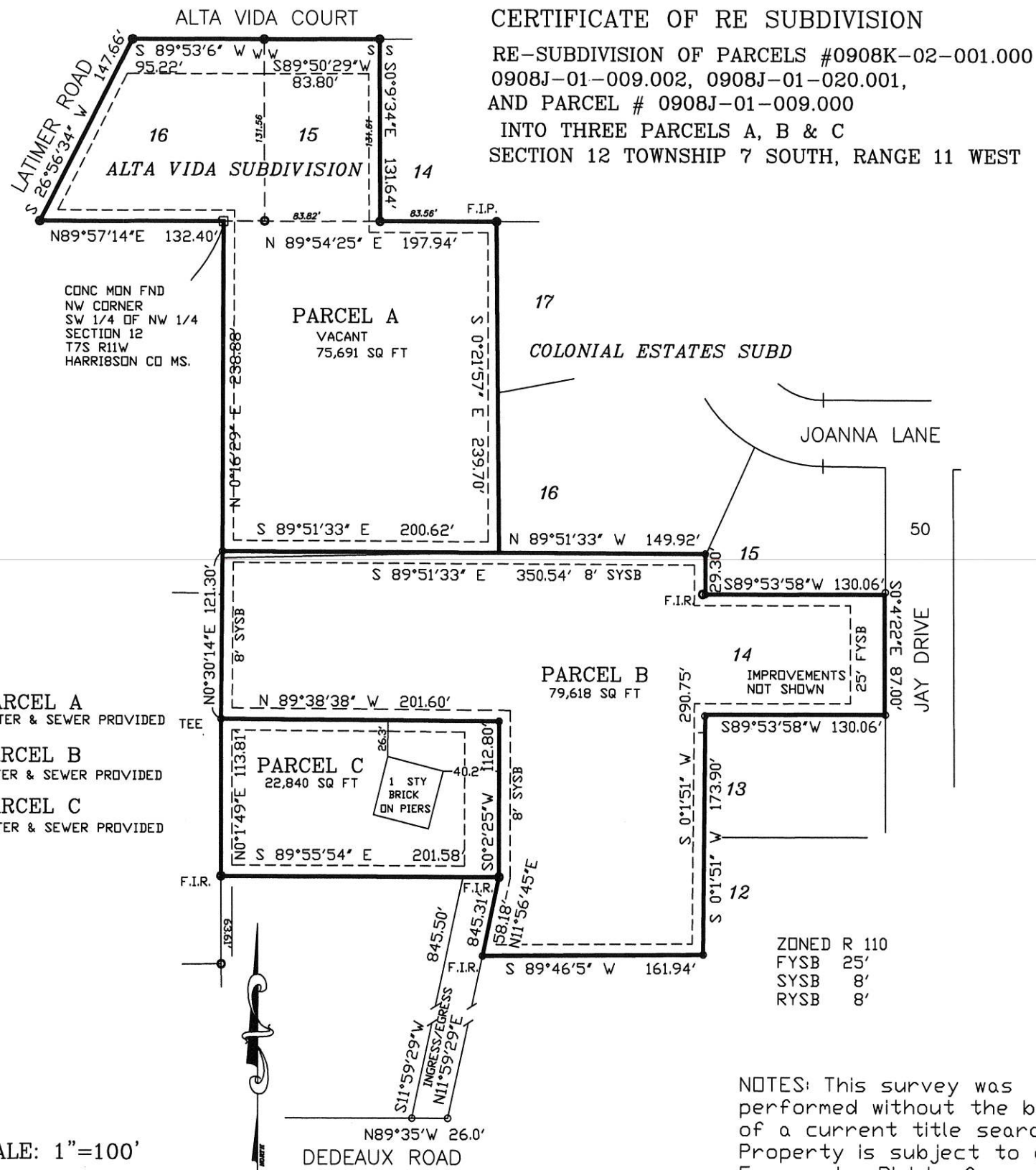


FP FENCE POST
FIP FOUND IRON PIPE
FIR FOUND 1/2" IRON ROD
SIR SET 1/2" IRON ROD

Base Bearing by: GPS (RTK)

SHEET 1 OF 3

NOTES: This survey was performed without the benefit of a current title search. Property is subject to any/all Easements, Right-of-ways and/or Restrictions on record.



CERTIFICATE OF RE SUBDIVISION
RE-SUBDIVISION OF PARCELS #0908K-02-001.000
0908J-01-009.002, 0908J-01-020.001,
AND PARCEL # 0908J-01-009.000
INTO THREE PARCELS A, B & C
SECTION 12 TOWNSHIP 7 SOUTH, RANGE 11 WEST

PARCEL A

A parcel of land containing LOTS 15 & 16 ALTA VIDA SUBDIVISION, SECTION 12-T7S-R11W, AND ALSO:
A parcel of land being situate and located in the southwest quarter of the northwest quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi and being more particularly described as follows:
Beginning at a 4 inch concrete Monument found at the NW corner of the SW 1/4 of the NW 1/4 of Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi thence run N89°54'25"E a distance of 197.94 feet to a 1" Iron pipe; thence S00°21'57"E a distance of 239.70 feet; thence N89°51'33"W a distance of 200.62 feet; thence N00°16'29"E a distance of 238.88 feet to the Point of Beginning. said parcel contains 75,691 square feet or being 1.74 Acres, more or less.

PARCEL B

A parcel of land containing LOT 14, BLOCK 1, COLONIAL ESTATES SUBDIVISION, SECTION 12-T7S-R11W, AND ALSO:
A parcel of land being situate and located in the southwest quarter of the northwest quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi and being more particularly described as follows:
Commencing at a 4 inch concrete Monument found at the NW corner of the SW 1/4 of the NW 1/4 of Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi thence run S00°16'29"W a distance of 238.88 feet to the POINT OF BEGINNING; thence S89° 51'33"E a distance of 350.54 feet; thence S00°01'51"W a distance of 290.75 feet; thence S89°46'05"W a distance of 161.94 feet; thence N11°56'45"E a distance of 58.18 feet to a 1/2 inch iron rod; thence N00°02'25"E a distance of 112.80 feet; thence N89°38'38"W a distance of 201.6 feet; thence N00°30'14"E a distance of 121.30 feet to the Point of Beginning. said parcel contains 79,618 square feet or being 1.83 Acres, more or less.

PARCEL C

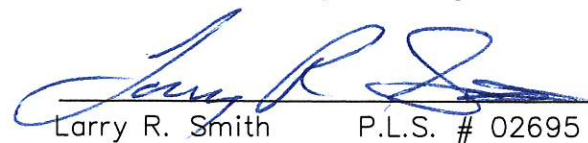
A parcel of land being situate and located in the southwest quarter of the northwest quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi and being more particularly described as follows:
Commencing at a 4 inch concrete Monument found at the NW corner of the SW 1/4 of the NW 1/4 of Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi thence run S00°16'29"W a distance of 238.88 feet; thence S00°30'14"W a distance of 121.30 feet to the POINT OF BEGINNING; thence S89°38'38"E a distance of 201.60 feet; thence S00°02'25"W a distance of 112.80 feet; thence N89°55'54"W a distance of 201.58 feet; thence N00°01'49"E a distance of 113.81 feet to the Point of Beginning. said parcel contains 22,840 square feet or being 0.52 Acres, more or less.

AND ALSO:
An Easement for Ingress and Egress being described as follows:
beginning at the intersection of the West line of the SW 1/4 of the NW 1/4 of Section 12, Township 7 South, Range 11 West with the North margin of Dedeaux Road; thence run N89°35'00"E 26.0 feet along the North margin of Dedeaux Road; thence N11°59'29"E 845.31 feet; thence West 25.96 feet; thence S11°59'29"W a distance of 845.50 feet to the North margin of Dedeaux Road and the Point of Beginning.

NOTES: This survey was performed without the benefit of a current title search. Property is subject to any/all Easements, Right-of-ways and/or Restrictions on record.

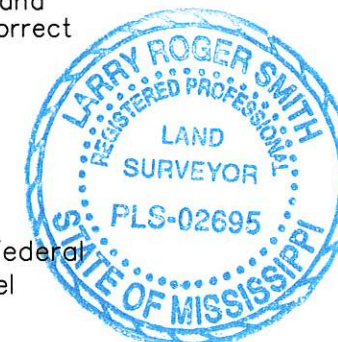
CERTIFICATION

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


Larry R. Smith P.L.S. # 02695

Dated: 01/31/2022

This property is located in Zone(s) "X", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0260H, revised 12/21/2017



SCALE: 1"=100'
CLASS "B" SURVEY
Base Bearing by: GPS RTK (NAD 83)

SHEET 2 OF 3

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Codes 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 4 Parcels of land, into (3) Parcels A B & C. The Subject Property is generally described as being located in the Southwest Quarter of the Northwest Quarter (SW 1/4 OF NW 1/4), of Section 12, Township 7 South, Range 11 West; Harrison County, Mississippi. Address: 27 Jay Drive. GULFPORT, MS 39503 (South of ALTA VIDA COURT/ North of DEDEAUX ROAD), On file and recorded in Instruments # 2005-21246 D-J1, 2004-4622 D-J1, 2007-669 D-J1, and 2020-3547-D-J1, in the office of the Chancery Clerk. The ad velorem tax numbers of the subject property is 0908J-01-009.002, 0908J-01-020.001, 0908K-02-001.000, & 0908J-01-009.000. The Case File Number is 2204PC048

OWNER:

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

Ratified and Approved by:

OWNER: Glynnis Randall
GLYNNIS RANDALL

This the 22nd day of Feb, 2022

ACKNOWLEDGEMENT

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, Personally appeared the

aforenamed _____ who acknowledged that He/She accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

Dominique E. Reverse
NOTARY PUBLIC
My Commission Expires: Nov. 4, 2025



OWNER:

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

Ratified and Approved by:

OWNER: Jimmy Randall
JIMMY RANDALL

This the 22nd day of Feb, 2022

ACKNOWLEDGEMENT

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, Personally appeared the

aforenamed _____ who acknowledged that He/She accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

Dominique E. Reverse
NOTARY PUBLIC
My Commission Expires: Nov. 4, 2025



CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the ____ day of _____, 20 ____.

KEITH WILLIAMS
Chairman
Gulfport City Planning Commission

GREGORY HOLMES
Planning Division Administrator

CERTIFICATE OF APPROVAL BY THE COUNCIL

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 ROGERS
CLERK OF THE COUNCIL

F.B. "RUSTY" WALKER IV
COUNCIL PRESIDENT

CERTIFICATE OF APPROVAL BY THE MAYOR

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, This the ____ day of _____, 20 ____.

BILLY HEWES
MAYOR (City of Gulfport)

THIS CERTIFICATE PREPARED BY: LARRY SMITH

LS

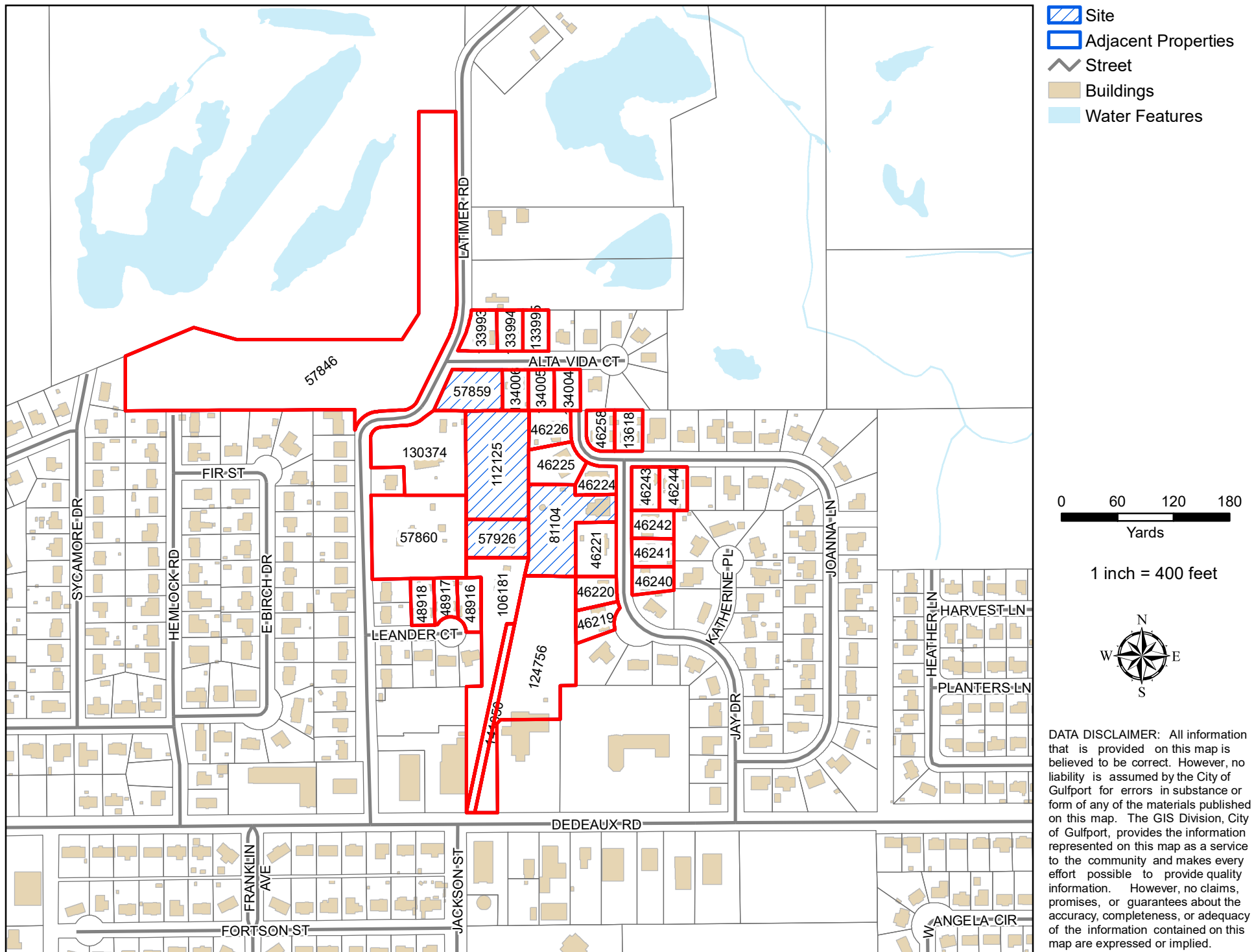
LARRY SMITH
LAND SURVEYING

105 N. KERN DRIVE
GULFPORT MS. 39503 PHONE: (228) 832-9643

RESUBDIVISION OF PARCELS #0908K-02-001.000
0908J-01-009.002, 0908J-01-020.001
AND PARCEL # 0908J-01-009.000
SECTION 12, TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS.

2204PC048

Resubdivision



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			JIMMY AND GLYNNIS RANDALL (OWNERS)	27 JAY DR	GULFPORT	MS	39503
			Adjacent Property Owners				
	46240	0908J-01-024.008	ACEVEDO JOSE SAMUEL ALEMAN	22 JAY DRIVE	GULFPORT	MS	39503
	57860	0908K-02-003.000	ALLEN LINDA I BURRIL	11102 LATIMER RD	GULFPORT	MS	39503
	133994	0908J-01-008.002	BROOKS HOUSTON & KEILA	13025 ALTA VIDA COURT	GULFPORT	MS	39503
	57846	0908K-01-001.000	BUSINESS PROPERTIES LLC	14231 SEAWAY ROAD SUITE 7003	GULFPORT	MS	39503
	46224	0908J-01-020.004	CASTLEBERRY ERIC D & ASHTYN T	248 DEBUYS RD #194	BILOXI	MS	39532
	133993	0908J-01-008.001	COLE TABATHA	13029 ALTA VIDA COURT	GULFPORT	MS	39503
	46225	0908J-01-011.000	DASE MARCUS	45 JOANNA LN	GULFPORT	MS	39503
	46220	0908J-01-020.003	DAVENPORT JASON L	23 JAY DR	GULFPORT	MS	39503
	133995	0908J-01-008.003	FORTENBERRY LATOYA	13021 ALTA VIDA CT	GULFPORT	MS	39503
	46219	0908J-01-020.002	FRYER RICHARD RUSSELL II & LINDA M	19 JAY DRIVE	GULFPORT	MS	39503
N	141050	0908J-01-009.003	GULFPORT CITY OF	PO BOX 1780	GULFPORT	MS	39502
	46242	0908J-01-026.000	HENNLEIN JUDITH ANN -ESTATE-	26 JAY DR	GULFPORT	MS	39503
	48918	0908K-02-006.001	HUSLEY FAY & DOUGLAS E	7 LEANDER CT	GULFPORT	MS	39503
	46258	0908J-01-021.000	KREEGER BARTON A & BETANCOURT A	46 JOANNA LN	GULFPORT	MS	39503
	13618	0908J-01-022.001	LAPOINTE HARRIS J & SHERRY L J	44 JOANNA LN	GULFPORT	MS	39503
	134006	0908J-01-008.014	LEE RALPH H III	13020 ALTA VIDA CT	GULFPORT	MS	39503
	46226	0908J-01-010.000	LEWIS ANTHONY C & CYNTHIA E	47 JOANNA LN	GULFPORT	MS	39506
	106181	0908J-01-009.001	MCGRAW DOUGLAS A & LISA	12524 LISA LN	GULFPORT	MS	39503
	81104	0908J-01-020.001	MCMINN GLYNNIS DEANN SCOGGINS	27 JAY DR	GULFPORT	MS	39503
	134005	0908J-01-008.013	PERKINS TINA M & ROBERT C	13106 ALTA VIDA CT	GULFPORT	MS	39503
N	57926	0908J-01-009.000	RANDALL GLYNNIS D	27 JAY DR	GULFPORT	MS	39503
N	112125	0908J-01-009.002	RANDALL GLYNNIS D	27 JAY DR	GULFPORT	MS	39503
N	57859	0908K-02-001.000	RANDALL JIMMY & GLYNNIS	27 JAY DRIVE	GULFPORT	MS	39503
	46221	0908J-01-020.000	RECORD SAINT A & ELONZA K	25 JAY DR	GULFPORT	MS	39503
	46244	0908J-01-024.009	ROBERTS DAVID	35 JOANNA LN	GULFPORT	MS	39503
	46241	0908J-01-024.007	RUTLEDGE DENNIS P & ELEANOR M	24 JAY DR	GULFPORT	MS	39503
	48916	0908K-02-007.000	SMITH ANDREW S	5 LEANDER CT	GULFPORT	MS	39503
	130374	0908K-02-002.001	SONNIER CONNIE & RUSSELL	11130 LATIMER RD	GULFPORT	MS	39503
	124756	0908J-01-012.001	ST JOHN BAPTIST CHURCH	12502 DEDEAUX RD	GULFPORT	MS	39503
	134004	0908J-01-008.012	TALLY-LEWIS JARED B & TALLY STACI M	13012 ALTA VIDA COURT	GULFPORT	MS	39503
	46243	0908J-01-025.000	UNDERWOOD CARLOS A	18 JAY DR	GULFPORT	MS	39503
	48917	0908K-02-006.000	YEAGER LINDA A	#6 LEANDER CT	GULFPORT	MS	39503

RE: Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

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 28, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, April 28, 2022**. 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. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

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**Order Number:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

CITY OF GULFPORT PLANNING COMMISSION

2204PC048

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 2. Resubdivision 2204PC048

2 MR. DUCKWORTH: Resubdivision 2204PC048 has
3 been duly and timely noticed as required by law. The
4 applicant requests to divide into three new parcels 27 Jay
5 Drive and Alta Vida Court zoned R-1-10. A copy of the
6 packet considered is hereby offered to be record.

7 MR. WILLIAMS: Thank you.

8 Someone here to speak for this case? Yes,
9 sir. Name and address.

10 MR. RANDALL: Jimmy Randall, 27 Jay Drive,
11 Gulfport.

12 MR. WILLIAMS: Just tell us briefly what
13 you're doing with the subdivision.

14 MR. RANDALL: Well, I have like six or seven
15 parcels there, and I just want to get them all combined just
16 into three instead of getting all the tax cards, eight of
17 them, in the mail every year. I just want to get three.

18 And I bought two new lots to the right, and
19 I'm just combining that one and the big lot as one, and then
20 my main home and big lot another one, and another back house
21 and another piece of property as one, instead of having all,
22 like eight of them sent to me every year.

23 MR. WILLIAMS: All right.

24 Any questions on this one, Commissioners?

25 MR. DAIGLE: Mr. Jimmy, I know in the notes

1 there is mention that's made that Parcel C is landlocked. I
2 know we've talked a little bit about that. But can you
3 verify that there is a public road access to Parcel C?

4 MR. RANDALL: Yes, there's two of them.
5 There's one on Lisa Lane that used to be my road. I signed
6 it over, me and my wife and the neighbor signed it over to
7 the city so the city owns it now. They take care of it,
8 grade it and everything. So that's one road off Dedeaux
9 Road that gets to it.

10 And then if you go down Latimer, you come to
11 the back piece of property I bought, and it's all paved, and
12 it's Alta Vida Court, and that's the backside of it.

13 So there's two ways. You can get in the back
14 way or the front way, either way.

15 MR. DAIGLE: Thank you.

16 MR. WILLIAMS: Any other questions?

17 Thank you, sir. If something comes up, we'll
18 bring you back up. Appreciate it.

19 MR. RANDALL: Yes, sir. Thank you.

20 MR. WILLIAMS: Anyone else here to speak for
21 this request?

22 Anyone here to speak against this request or
23 have questions on it?

24 All right. Greg, just verifying that those
25 access on those roads are correct?

1 MR. LONG: Mr. Chairman, we had some comments
2 back from public works. You probably look at it as being
3 conditional approval so we can verify that. Public works
4 had stated that it wasn't. It may be so new that they don't
5 have record of it. Sometimes those things happen. So we'll
6 follow up on that.

7 And the other circumstance also is a --
8 there's been a landlocked piece of property for Parcel C.
9 It's actually just getting smaller. We're actually removing
10 one other landlocked piece of property. So when you look at
11 it from that perspective, we're making an even worse case
12 scenario that is a piece of buildable property, we're making
13 a bad situation at least better.

14 MR. WILLIAMS: Yes, sir, come back up.

15 MR. RANDALL: I've taken some pictures of it
16 where you can see where the road in the front and the road
17 in the back pavements where you can get to them. If you
18 want to see them...

19 MR. WILLIAMS: No, that's all right. What
20 we'll do, we'll ask the commissioner that makes the motion
21 to make a motion to approve with the condition that public
22 works verifies the access, and then that way you don't have
23 to come back, it would just be verified. And once that
24 condition is met then it's good.

25 MR. RANDALL: All right. Thank you.

1 MR. SELLERS: How long ago did you make the
2 agreement with the city or sign that?

3 MR. RANDALL: Probably last year maybe or
4 right at the beginning of it. It hasn't been long. We just
5 turned it over to them. Like I say, that was our road, and
6 we just, like I said, the city named it Lisa which lives on
7 that road, our house and her house. So they call it Lisa
8 Lane. And the city cuts the grass and maintains the road.

9 So it's pavements on both ends of the road to
10 get in and out.

11 MR. SELLERS: Thank you.

12 MR. HANCOCK: So my question is really for
13 the staff. So Item Number 4 is about Parcel C being
14 landlocked. But can you clarify Item 3 is about Parcel B
15 missing improvements? Is that the same issue or is that
16 separate issue?

17 MR. LONG: That's a separate issue. The
18 improvements are supposed to be showing whenever you do a
19 resubdivision certificate. It's in the application. And if
20 you look, you can kind of see up here in the small black
21 line under Parcel B it says improvements not shown. So he
22 will probably need to take that and redraft that. But
23 that's not going to affect division of the land itself.

24 MR. WILLIAMS: Thank you.

25 Any other questions or comments?

1 MS. ADOLPH: Mr. Chairman, in terms of the
2 condition on the protected trees being preserved, and that
3 memo was dated 4-19-22, is that acknowledged in the record,
4 or is that a new addition, as well?

5 MR. HOLMES: That was one of the comments
6 from our tree advisor.

7 MR. WILLIAMS: Yeah, it's on the technical
8 report on Page 2 of the technical report. The city arborist
9 condition protected trees on the property need to be
10 preserved and protected.

11 MR. HOLMES: That's a condition.

12 MR. WILLIAMS: That's a condition.

13 MS. ADOLPH: Okay. Thank you.

14 MR. WILLIAMS: Other questions?

15 Thank you, sir. Appreciate it.

16 MR. RANDALL: Yes, sir. Thank you. Thank
17 y'all.

18 MR. WILLIAMS: All right, Commissioners. No
19 other questions, whatever? Take a motion on this one. If
20 we have a motion for denial, that's one thing. If we have a
21 motion for approval, if you would include in there that it
22 be conditioned upon the verification of the access to that
23 lot.

24 MR. DAIGLE: Mr. Chairman, I make a motion
25 that we approve Case Number 2204PC048 with the condition

1 that public works verifies public road access to Parcel C,
2 as well as the other stated conditions.

3 MR. WILLIAMS: Perfect. Thank you.

4 Do we have a second?

5 MR. HEWES: Second.

6 MR. WILLIAMS: Got a motion and a second to
7 approve. Any further discussion? If not, all those in
8 favor say aye. Any opposed to it?

9 All right, sir. Thank you. And if you'll
10 just get with them to get that one condition taken care of.
11 Appreciate it.

12 (Unanimous vote.)

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2204PC048

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 7 pages constitute a true and correct transcription of said hearing held on the 28th day of April 2022.

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 3rd day of May 2022.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 7, 2022

Re: Resubdivision 2204PC056:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 18, 2022

Re: Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000,
Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: Mr. Hancock

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Michael Magee

Speaking against the Petition: None

On April 28, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2204PC056

Hearing Date: April 28, 2022

Current Zoning/Use: R-2 / Single Family Home

Legal: Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 1

TECHNICAL DETAILS

The applicant requests to divide the property into 3 parcels for development. As presented all properties will exceed the district minimums.

The Gulfport Subdivision Regulations require that:

1. Each new parcel created is in compliance with appropriate zoning ordinances, building codes, and restrictive covenants, if any;
2. Each new parcel created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new parcel 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 application exceeds the requirement for the minimums in regards to the city's subdivision regulations and current policy regarding lot divisions. The primary concern are errors in the certificate that require correction before presented to city council.

Any approval should consider these conditions:

1. The certificate needs corrections at the lot numbers as this is lots 63 and 65 not 63 through 65.
2. The certificate needs corrections for setbacks. Front 25, side and rear 8.
3. Corrections required before presented to city council.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 4/22/22.

10.12

Technical Report

Resubdivision

Public Works: No comments as of 4/22/22.

Traffic and Safety: No conditions. Memo dated 4/21/22.

Building Code Services: No conditions. Memo dated 4/21/22.

GIS: Conditions: Listed as Ward 2 on the Case Cover, Please change to Ward 1 as listed in application. Memo dated 4/21/22.

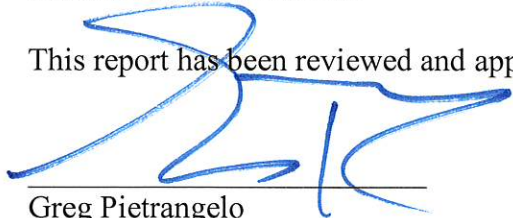
Police Department: No conditions. Memo dated 4/21/22.

Fire Department: No conditions. Memo dated 4/19/22.

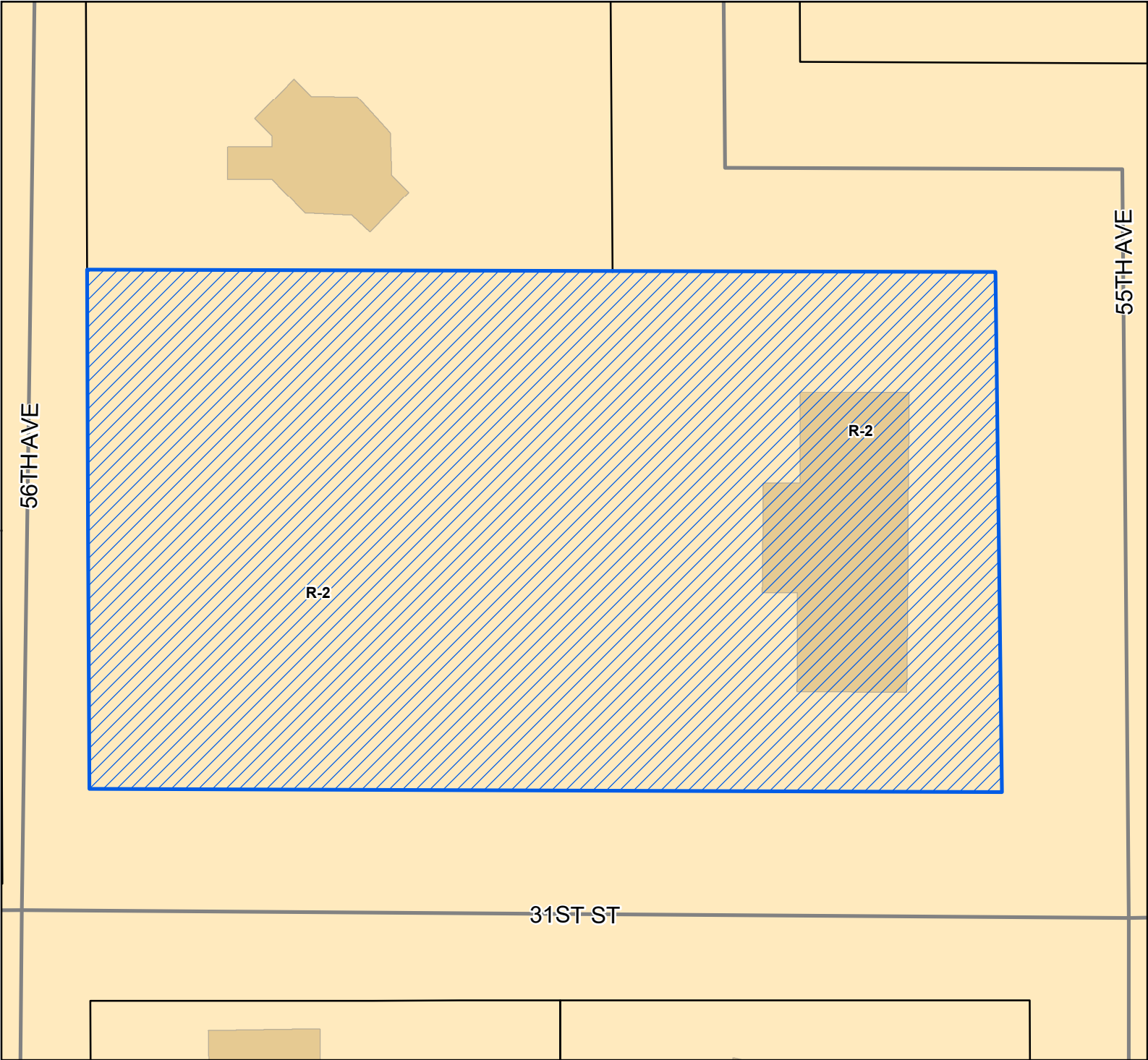
City Arborist: No conditions. Memo dated 4/19/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Legend

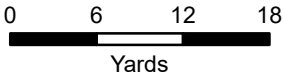
- Site
- Street
- Parcels
- Buildings

Zoning

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

Site Information

0710N-02-038.000
Zoning: R-2 (Single-family Residence District)
Size: 39,280 square feet
Flood: X



1 inch = 40 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 Number: 2204PC0516Date Received: 3-3-22

Receipt Number: _____

Received By: D2Zoning: R-2Ward: 1 Flood: XSize: 39,280 ft.²

(If necessary, use separate sheet of paper)

TAX PARCEL #	0	7	1	0	N	-	0	2	-	0	3	8	•	0	0	0
						-			-				•			
						-			-				•			

Address of Property Involved: 3107 55th AvenueLot(s) 63 and 65, Block(s) Unit 1, Subdivision NEW Pine Hurst Unit 1General Location: North side of 28th St near Naval base Gate**GENERAL DESCRIPTION OF REQUEST:**

Subdivide property into
three parcels

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Michael Magee
Printed Name of Owner

10435 Hutter Rd.
Mailing Address

Mailing Address

Gulfport MS 39503
City State Zip code

831-1243 323-1559
Home Phone Work/Cell Phone

magee725@yahoo.com
Email

Email

Michael G. Magee
Signature of Owner

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.



Covenant Affidavit

I, Michael O. Morgan, being owner or agent of the property 0710N-02-038.000
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

Michael Morgan
Signature

March 3, 2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 3 day of MARCH, 20 22

[Signature]
Notary Public



11/22/2025
Commission Expiration

**CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0710N-02-038.000
LOTS 63-65, NEW PINEHURST, UNIT 1**

**3107 55TH AVENUE
LOTS 63 AND 65, NEW PINEHURST, UNIT 1
GULFPORT, MISSISSIPPI
PARCEL #0710N-02-038.000**

OVERALL LEGAL DESCRIPTIONS OF LAND PRIOR TO RESUBDIVISION

LEGAL DESCRIPTION
(DR 2008-8625-D-J1)

Lots 63 and 65 of Unit 1, New Pinehurst Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 18 at Page 32, thereof, reference to which is hereby made in aid of and as a part of this description.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

Bearings based on GPS Observation of the east margin of Rich Avenue, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0357-G, Revised: 6/16/09.

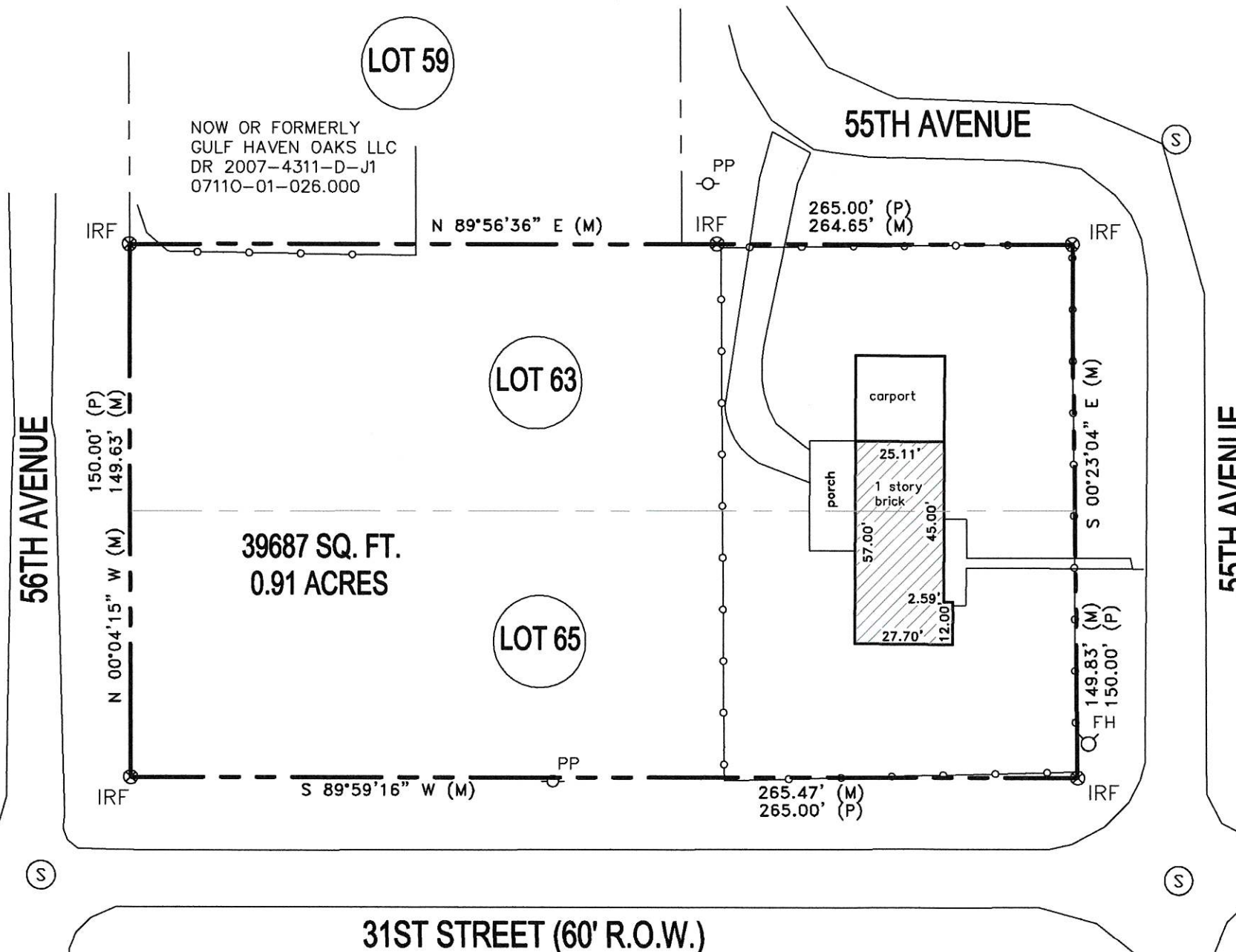
This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 21, 2022

SHEET 1 OF 3 10927

**GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR**
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com

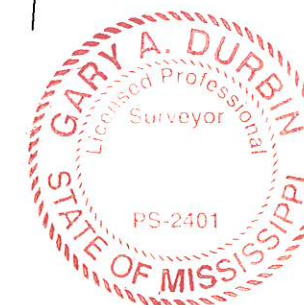
SCALE: 1"=40'



REFERENCE:
SURVEY BY JEFFREY
COLLINS, P.L.S.
DATED 4/12/17

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED



CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0710N-02-038.000
LOTS 63-65, NEW PINEHURST, UNIT 1

BUILDING SETBACKS

ZONE R-2

FRONT 25'
SIDE 10'
REAR 10'
CORNER 20'

LEGAL DESCRIPTIONS CREATED BY RESUBDIVISION

LEGAL DESCRIPTION (PARCEL "A")
(PER SURVEY)

A part of Lots 63 and 65 of Unit 1, New Pinehurst Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 18 at Page 32, better described as follows, to-wit:

Beginning at an iron rod at the Southeast corner of Lot 65, New Pinehurst Subdivision, thence run N 00°23'04" W along the East line of Lots 63 and 65 to an iron rod at the Northeast corner of Lot 63, thence S 89°56'36" W 98.57 feet to an iron rod, thence S 00°11'40" E along a fence line 149.76 feet to an iron rod on the North margin of 31st Street, thence N 89°59'16" E 99.06 feet to the Point of Beginning. Said parcel contains 14802 square feet or 0.34 acres.

LEGAL DESCRIPTION (PARCEL "B")
(PER SURVEY)

A part of Lot 65 of Unit 1, New Pinehurst Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 18 at Page 32, better described as follows, to-wit:

Beginning at an iron rod at the Southwest corner of Lot 65, New Pinehurst Subdivision, thence run N 00°04'15" W along the West line of Lot 65 to an iron rod, thence N 89°57'56" E 166.24 feet to an iron rod, thence S 00°11'40" E along a fence line 74.88 feet to an iron rod on the North margin of 31st Street, thence S 89°59'16" W 166.40 feet to the Point of Beginning. Said parcel contains 12448 square feet or 0.29 acres.

LEGAL DESCRIPTION (PARCEL "C")
(PER SURVEY)

A part of Lot 63 of Unit 1, New Pinehurst Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 18 at Page 32, better described as follows, to-wit:

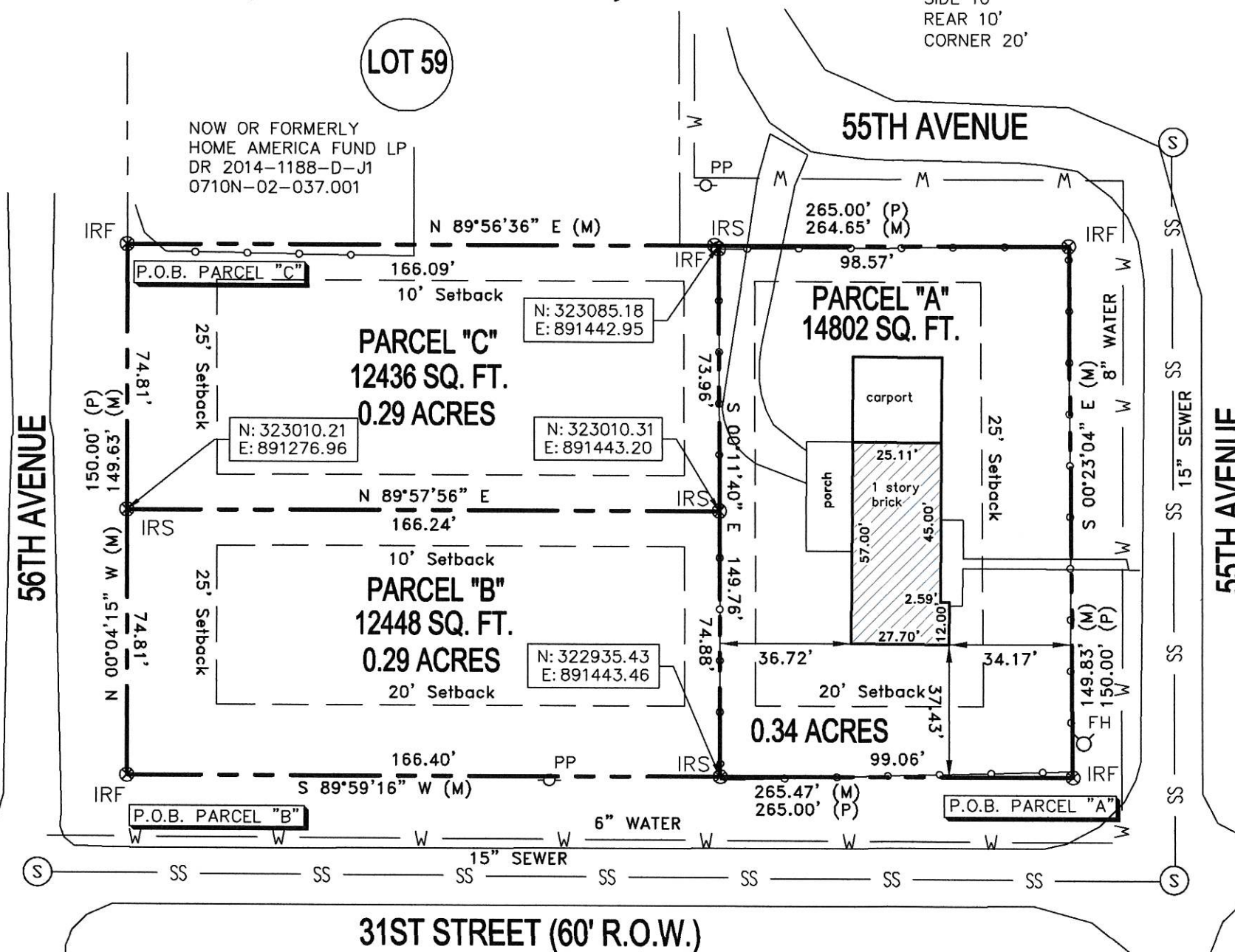
Beginning at an iron rod at the Northwest corner of Lot 63, New Pinehurst Subdivision, thence run S 00°04'15" E along the West line of Lot 63 74.81 feet to an iron rod, thence N 89°57'56" E 166.24 feet to an iron rod, thence N 00°11'40" W along a fence line 74.88 feet to an iron rod, thence S 89°56'36" W 166.09 feet to the Point of Beginning. Said parcel contains 12436 square feet or 0.29 acres.

SCALE: 1"=40'

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

Bearings based on GPS Observation of the north margin of 31st Street, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0357-G, Revised: 6/16/09.



REFERENCE:
SURVEY BY JEFFREY
COLLINS, P.L.S.
DATED 4/12/17

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED



This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 21, 2022

SHEET 2 OF 3 10927

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com

STATE OF MISSISSIPPI

COUNTY OF HARRISON



1st Judicial District
Instrument 2008 8625 D -J1
Filed/Recorded 10 13 2008 3 49 P
Total Fees 13.00
2 Pages Recorded



WARRANTY DEED

SCANNED



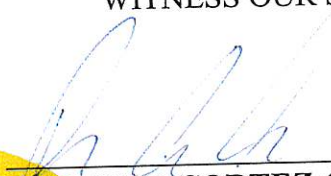
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, ROBERTO CORTEZ-COTA and wife, CARMEN CORTEZ, 5320 Southwest 198 Avenue, Aloha, OR 97007, 228-343-1826, do hereby sell, convey and warrant unto MICHAEL O. MAGEE, 10435 Hutter Road, Gulfport, MS 39503, 228-323-1559, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lots Sixty-Three (63) and Sixty-Five (65) of Unit One (1), NEW PINEHURST SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 18 at Page 32 thereof, reference to which is hereby made in aid of and as a part of this description.

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 are hereby assumed by the Grantee herein.

WITNESS OUR SIGNATURES, on this the 3rd day of October, 2008.


ROBERTO CORTEZ-COTA


CARMEN CORTEZ

STATE OF

Oregon

COUNTY OF

Washington

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, ROBERTO CORTEZ-COTA and wife, CARMEN CORTEZ, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of October, 2008.

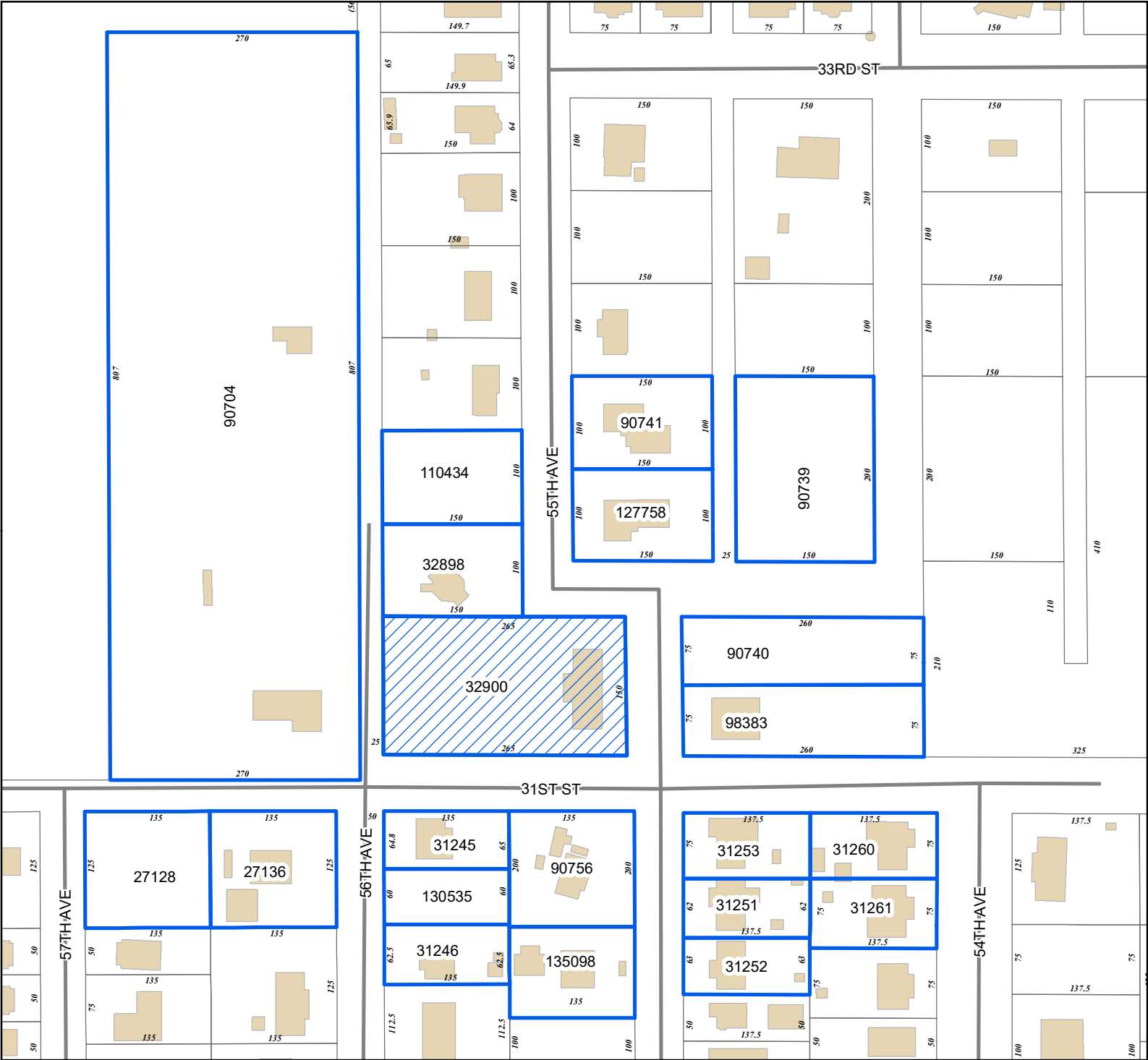
Marianne L Sheridan
NOTARY PUBLIC

My Commission Expires:

June 11, 2012

Prepared by:
Gulf Title Company, Inc.
P. O. Box 280
Gulfport, MS 39502
(228) 865-0011
File #080572





Legend

- Site
- Adjacent Properties
- Street
- Buildings

0 25 50 75
Yards

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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	32900	0710N-02-038.000	MAGEE MICHAEL O (Owner)	10435 HUTTER RD	GULFPORT	MS	39503
n			Adjacent Property Owners				
	32898	0710N-02-037.001	BLACKSTAR STABILITY DIST DEBT FUND	1250 CONNECTICUT AVE NW STE 700	WASHINGTON	DC	20036
	31261	0710N-03-021.000	BOB'S CONTRACTING SERVICES INC DBA	82 DAVIS RD	BROOKLYN	MS	39425
	98383	0710N-02-024.001	BROWN DANIEL A & SHAKETHA LAQUESHA	3102 55TH AVE	GULFPORT	MS	39501
	27128	0710M-01-045.000	FEIL JOSEPH L	21652 TUCKER RD	LONG BEACH	MS	39560
	127758	0710N-02-025.001	GOLSON MALCOLM	124 CHISUM TRL	LA VERNIA	TX	78121
n	90741	0710N-02-025.000	GOLSON MALCOLM	124 CHISUM TRL	LA VERNIA	TX	78121
	130535	0710N-03-059.001	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
	31245	0710N-03-059.000	HUNT THOMAS C	3062 56TH AVE	GULFPORT	MS	39501
	31252	0710N-03-036.000	JACOBS JAMES -EST-	3008 55TH AVE	GULFPORT	MS	39501
	110434	0710N-02-036.001	LACKEY JOSEPH E	157 GARDEN PARK	SALTILLO	MS	38866
	135098	0710N-03-039.001	LANGSTON ROY E III -ESTATE-	3017 55TH AVE	GULFPORT	MS	39501
n	90756	0710N-03-039.000	LANGSTON ROY E III -ESTATE-	3017 55TH AVE	GULFPORT	MS	39501
	31246	0710N-03-058.000	LANGSTON ROY III-EST- & DEBRA	3033 55TH AVE	GULFPORT	MS	39501
	27136	0710M-01-046.000	MOELLER GEORGE W	5603 31ST ST	GULFPORT	MS	39507
	90740	0710N-02-024.000	MOREIRA RENATO	2972 HAWK CT SE	MARIETTA	GA	30067
	31251	0710N-03-037.000	NORRELL SHELA	3010 55TH AVE	GULFPORT	MS	39501
	31253	0710N-03-038.000	NUEVO HORIZONTE LLC	7425 OLD MILL RD	NORFOLK	VA	23518
	31260	0710N-03-020.000	POWELL TIMOTHY	3603 LAVENDER ST	GULFPORT	MS	39501
	90704	0710M-01-001.000	ST AMANT JEANNE COLLEEN	5600 31ST ST	GULFPORT	MS	39501
	90739	0710N-02-023.000	WILLIAMS MICHAEL O -TRUSTEE-	424 COURTHOUSE RD	GULFPORT	MS	39507

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**Order Number:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

CITY OF GULFPORT PLANNING COMMISSION

2204PC056

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 2. Resubdivision 2204PC056

2 MR. DUCKWORTH: Resubdivision 2204PC056 has
3 been duly and timely noticed as required by law. The
4 applicant requests divided into three new parcels 3107 55th
5 Avenue, zoned R-2. A copy of the packet considered is
6 hereby offered to the record.

7 MR. WILLIAMS: Thank you.

8 MR. MAGEE: How are you all doing this
9 evening?

10 MR. WILLIAMS: All right, Mr. Magee. Good to
11 see you.

12 MR. MAGEE: I plan on --

13 MR. WILLIAMS: Name and address here real
14 quick. I'm sorry.

15 MR. MAGEE: Name and address. Mike Magee,
16 3107 55th Avenue, Gulfport, Mississippi.

17 I want -- the lot is really large, so I plan
18 on subdividing it into three parcels.

19 MR. WILLIAMS: Okay. So the parcel on the
20 right side on the east there is your residence, and then the
21 other is just vacant?

22 MR. MAGEE: Right, just vacant land.

23 MR. WILLIAMS: Any questions of the
24 applicant?

25 All the lots and everything look to be

1 consistent with the area. Nothing? All right.

2 MR. HANCOCK: Are you aware of the staff says
3 that the certificate has to be corrected, the numbers on the
4 certificate?

5 MR. MAGEE: I'm not aware.

6 MR. HANCOCK: There's a -- the executive
7 summary says any approval should consider that the
8 certificate needs corrections of the lot numbers as this is
9 in Lot 63 and 65, not 63 through 65, and the certificate
10 also needs corrections for setbacks, front 25, side, rear 8,
11 before it can be presented to the City Council.

12 MR. WILLIAMS: Greg, any input there?

13 MR. HOLMES: If approved tonight, we'll reach
14 out to the applicant and that's something we will
15 (inaudible).

16 MR. WILLIAMS: So, Mike, if we approve it
17 tonight, they'll call you and tell you what needs to be done
18 with it.

19 MR. MAGEE: Okay.

20 MR. WILLIAMS: I don't think it's anything
21 that will prevent you from getting it done even if we
22 approve it tonight, it will just be some documentation and
23 some things that have to be done prior to it going to City
24 Council for ratification.

25 MR. MAGEE: Okay.

1 MR. WILLIAMS: Thank you. If something else
2 comes up, we'll bring you back up.

3 MR. MAGEE: All right.

4 MR. WILLIAMS: Anyone else to speak for this
5 one?

6 Anyone here to speak against or have
7 questions on this case?

8 All right. Commissioners, any other
9 questions? Or can we get a motion?

10 MR. HEWES: Mr. Chair, I move we approve Case
11 2204PC056 with conditions.

12 MR. WILLIAMS: All right. So I have a motion
13 to approve with conditions of getting some of that
14 documentation cleared up. Do I have a second?

15 MR. SPANN: Second.

16 MR. HANCOCK: Second.

17 MR. WILLIAMS: Motion and a second. Any
18 further discussion? If not, all those in favor signify by
19 saying aye. Any opposed?

20 All right. It's been approved. So they'll
21 get in touch with you and let you know what you need to do
22 the rest of it. Thank you.

23 (Unanimous vote.)

24

25

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Resubdivision 2204PC072:

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 18, 2022

Re: Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Pemberton

Second: Mr. Sellers

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Yea
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Absent
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Recused
GARLON PEMBERTON	– Yea

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Robert Heinrich, Austin Schnitzlein

Speaking against the Petition: None

On April 28, 2020, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2204PC072

Hearing Date: April 28, 2022

Current Zoning/Use: R-1-15 / Single Family Home

Legal: Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

TECHNICAL DETAILS

The applicant requests to divide the property into two new parcels; Parcel "A" is proposed to become an industrial property. Parcel "B" will remain single-family residential. Zoning changes are handled in another case. The primary concern regarding this application is that the accessory building will be placed on a separate property in violation of ordinance requirements that no accessory building can exist without a primary building. As the ordinance states that "If the primary building is removed, the accessory building shall be removed within six (6) months if no new building permit application exists" at minimum an agreement from the applicant regarding the future conversion of the accessory structure should be considered.

The Gulfport Subdivision Regulations require that:

1. Each new parcel created is in compliance with appropriate zoning ordinances, building codes, and restrictive covenants, if any;
2. Each new parcel created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new parcel 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 application will need subdivision hardship waivers from the planning commission to proceed as presented. Additionally, an affidavit needs to be provided from the applicant acknowledging the non-conformity of the accessory structure.

Any approval should consider these conditions:

1. Parcel B needs separate sewer service not crossing Parcel A.
2. Need separate driveways.
3. Each parcel to have separate sewer & water service.

Technical Report

Resubdivision

4. The site will need to be renovated to accommodate business use – such as ADA restroom facilities and office space.
5. The planning commission is granting a waiver to be 60 feet wide at the building setback line.
6. The planning commission is granting a waiver to be more than 3.5 times longer than wide.
7. An affidavit is needed from the property owner acknowledging the non-conformity of the accessory structure and the requirement to begin renovation or remove within 6 months of passage.
8. A 15-foot buffer is required for industrial property being adjacent to residential property.

DEPARTMENTAL CONDITIONS

Engineering:

Memo dated 4/22/22. Conditions:

1. Parcel B needs separate sewer service not crossing Parcel A.
2. Need separate driveways
3. Each parcel to have spate sewer & water service

Public Works:

Conditions: Parcel “B” needs sewer service not crossing Parcel “A”. Memo dated 4/22/22.

Traffic and Safety:

No conditions. Memo dated 4/21/22.

Building Code Services:

Disapprove: Disapproved base on access to future business. Site shall have its own access. Second, for informational purposes, the site will need to be renovated to accommodate business use – such as ADA restroom facilities and office space. Memo dated 4/21/22.

GIS:

No conditions. Memo dated 4/21/22.

Police Department:

No conditions. Memo dated 4/21/22.

Fire Department:

No conditions. Memo dated 4/19/22.

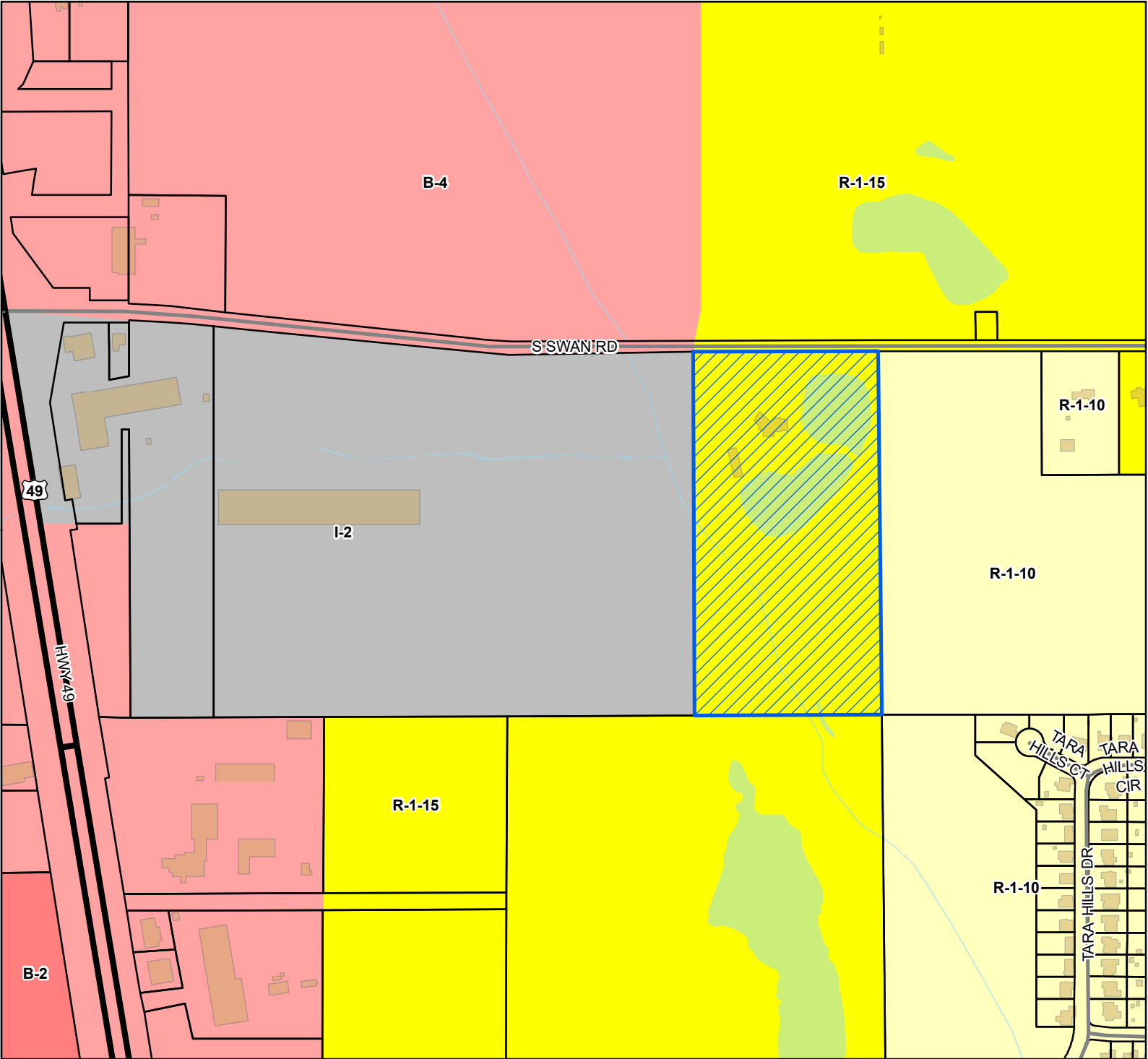
City Arborist:

No conditions. Memo dated 4/19/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department



Legend

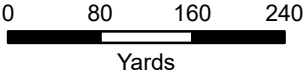
- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features

Zoning

- B-2 - General Business District
- B-4 - Highway Business District
- I-2 - Heavy Industry District
- R-1-10 - Single Family Residence (Low Density)
- R-1-15 - Single Family Residence District (Low Density)

Site Information

0807E-01-001.000
Zoning: R-1-15 (Single-family)
Size: 20.19 acres
Flood: X



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

For Staff Use Only

Case Number: 2204PL072Date Received: 3/8/22

Receipt Number: _____

Received By: D²Zoning: R-1-15Ward: 7 Flood: XSize: 20.19 ACRES

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	8	0	7	E

 -

0	1

 -

0	0	1

 •

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 15361 S. Swan Rd.

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: 2,500+/- Ft. East of Highway No. 49

GENERAL DESCRIPTION OF REQUEST:

The request is to subdivide the subject property into two parcels. Parcel A (13.72 Ac.) will be rezoned to I-2 and used for a commercial business. Parcel B (6.58+/- Ac.) will remain R-15 and as a residential home.

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

Timothy James Daigle, Jr.

Printed Name of Owner

15361 S. Swan Rd.

Mailing Address

Gulfport MS 39503

City State Zip code

228-216-8075

Home Phone Work/Cell Phone

timd02@yahoo.com

Email

Signature of Owner

AGENT

Heinrich & Associates, LLC

Printed Name of Agent

1806 23rd Ave., Suite B

Mailing Address

Gulfport MS 39501

City State Zip code

228-896-6768

Home Phone Work/Cell Phone

bobby.h@heinrichassociates.net

Email

Signature of Agent

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



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

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

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

NAME OF OWNER (PRINT) Jenee Michelle Daigle

ADDRESS (STREET, CITY, STATE, ZIP CODE) 15361 S. Swan Rd., Gulfport, MS, 39503

PHONE # (H) 228-216-8075 (W) _____

TAX PARCEL NUMBER(S) OWNED 0807E-01-001.000

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: _____

Timothy James Daigle, Jr. and Jenee Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503

March 7, 2022

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

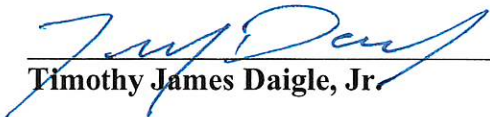
RE: **Agent Letter for Timothy James Daigle, Jr. and Jenee Michelle Daigle**
Tax Parcel No.: 0807E-01-001-000
15361 S. Swan Rd., Gulfport, Mississippi 39503

To Whom It May Concern:

Please allow this letter to serve as official notice that *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **Timothy James Daigle, Jr. and Jenee Michelle Daigle** in any Planning Commission or City Council matters.

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

Sincerely,



Timothy James Daigle, Jr.



Jenee Michelle Daigle



Notary

My Commission Expires:

7/26/25



Timothy James Daigle, Jr. and Jeneé Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Timothy James Daigle, Jr. and Jeneé Michelle Daigle who, after being by me first duly sworn, stated the following:

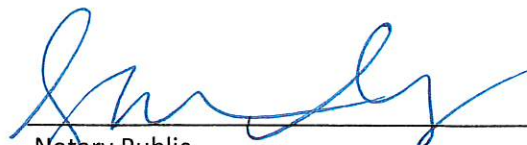
1. That there are no restrictive covenants prohibiting the resubdivision of the property located on Parcel No. 0807E-01-001.000.

Respectfully submitted:

By: 
Timothy James Daigle, Jr.

By: 
Jeneé Michelle Daigle

SWORN AND SUBSCRIBED before me, this the 8th day of March 2022.


Notary Public

My Commission Expires:





J. Huber 1st Judicial District
Instrument 2016 5179 D - J1
Filed/Recorded 7/27/2016 09:36 A
Total Fees \$ 12.00
2 Pages Recorded

Prepared by & Return To:
Schwartz, Orgler & Jordan, PLLC
P O Box 4682 Biloxi MS 39535
228-388-7441

INDEX: Parcel in the E1/2 of the NE1/4 of the
SW1/4 of Sec. 28-6-11

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,

Suzanne M. Huber,

1 Povenir Place, Gulfport, MS 39507, (228) 861-0992

does hereby sell, convey and warrant unto

Timothy James Daigle, Jr. and wife, Jene Michelle Daigle,

15605 S. Swan Road, Gulfport, MS 39503, (830) 734-2115,

as joint tenants with full rights of survivorship and not as tenants in common the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

The East One-Half (1/2) of the Northeast One-Fourth of the Southwest One-Fourth (NE1/4 of the SW1/4) of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi. LESS AND EXCEPT that part now lying within South Swan Road.

Being the same property conveyed by Deed of Executor recorded as Instrument Number 2009 5275-D-J1, in the office of the Chancery Clerk of Harrison County, MS.

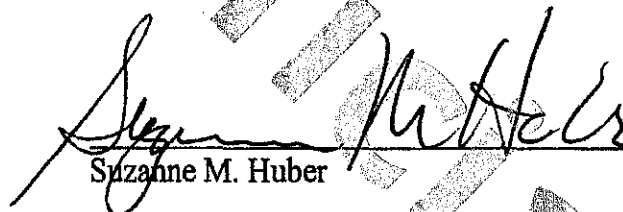
THE ABOVE DESCRIBED property is no part of the homestead of the grantor herein.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and 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 Grantees herein.

WITNESS MY SIGNATURE, on this the 21st day of July, 2016.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

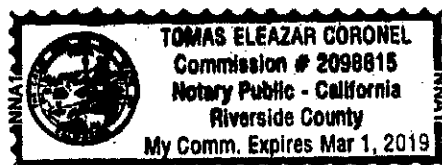

Suzanne M. Huber

STATE OF CA
COUNTY OF RIVERSIDE

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Suzanne M. Huber, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21st day of July, 2016.

My Commission Expires: MARCH 1, 2019



NOTARY PUBLIC

State of California
County of Riverside) SS.

On July 16, 2016, before me, Tomas E. Coronel (Notary Public) personally appeared SUZANNE M. HUBER

Who proved to me to be the holder of sufficient evidence to be the person whose signature is set subscribed to the within instrument and acknowledged to me that he/she/it executed the same in his/her/its authorized capacity, and that he/she/it is duly qualified to execute the same in his/her/its authorized capacity, and that the foregoing paragraph is true and correct.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tomas E. Coronel
Tomas E. Coronel - Notary Public

Notary Seal



Tax Rolls - Real Property

2021 Landroll Information					
DAIGLE TIMOTHY JAMES JR & JENEE MIC 15361 S SWAN RD GULFPORT, MS 39503					
Physical Street Address: 15361S SWAN RD					
Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.	
0807E-01-001.000	56317	2GO		1	
Supervisor District:		Subdivision:			
2					
Exemption Code					
Non-Exempt					
Section	Township	Range			
28	06	11			
Instrument Number(s)					
2016-0005179-D-J1, 2009-0005275-D-J1, 1332/0120, 1320/0536					
Acres	Land Value	Improvements	Total Value	Assessed Value	
21	3282	483207	486489	48801 48347.2 / 452.55	
Legal Description					
E1/2 OF NE1/4 OF SW1/4 SEC 28-6-11 LYING S OF S SWAN RD					

There are 2 building description records attached to this parcel.

Improvement 1 (Primary)	
Year Built:	0

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
DAIGLE SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the ____ day of _____, 2022, A.D., by Daigle Subdivision LLC, (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

NOW, THEREFORE, Declarant; herby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and right, title or interest in the described properties or any par thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Commercial: Lot 2 in Daigle Subdivision LLC as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as one story commercial lot.

2. MINIMUM SQUARE FOOTAGE: No minimum square footage.

3. LOT SIZE: No building shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision.

4. SETBACKS: Setbacks shall be in compliance with the City zoning requirements.

5. CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION: Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called Daigle Subdivision LLC as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Daigle Subdivision LLC (hereinafter "Association"). Said Association shall be governed by two (2) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine o as set for in the By Laws of the Association.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-half (1/2) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

- (i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;
- (ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;
- (iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;
- (iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Montague Place without limitation.
- (v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate of eight percent (8%) per annum.

name, place and stead for the purpose of accomplishing a repair of reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a post of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

9. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

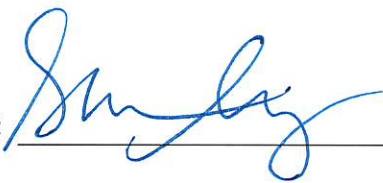
10. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

11. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

12. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission or the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

13. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots.

GIVEN UNDER MY HAND AND SEAL of office this 9th day of March, 2022.

NOTARY PUBLIC 

MY COMMISSION EXPIRES: 7/26/2025



DRAFT

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000

SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

OVERALL LEGAL DESCRIPTION PRIOR TO RESUBDIVISION
(DR 2016-5179-D-J1)

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28,
Township 6 South, Range 11 West, City of Gulfport, First Judicial District of
Harrison County, Mississippi.

LESS AND EXCEPT

That part lying within South Swan Road.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it
be considered as such.

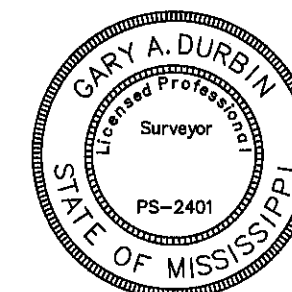
This is a Class "B" survey per "The Standards of Practice for Land Surveying in
the State of Mississippi".

Bearings based on GPS Observation of the south margin of South Swan Road, NAD
83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of
Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0255-H,
Revised: 6/16/09.

This is to CERTIFY that this plat or map and the
survey on which it is based were made by myself in
accordance with "The Standards of Practice for
Land Surveying in the State of Mississippi", and
that monuments shown exist as located and that
the dimensional and other data are correct to the
best of my knowledge and belief. This survey meets
the closure requirements as prescribed by law.

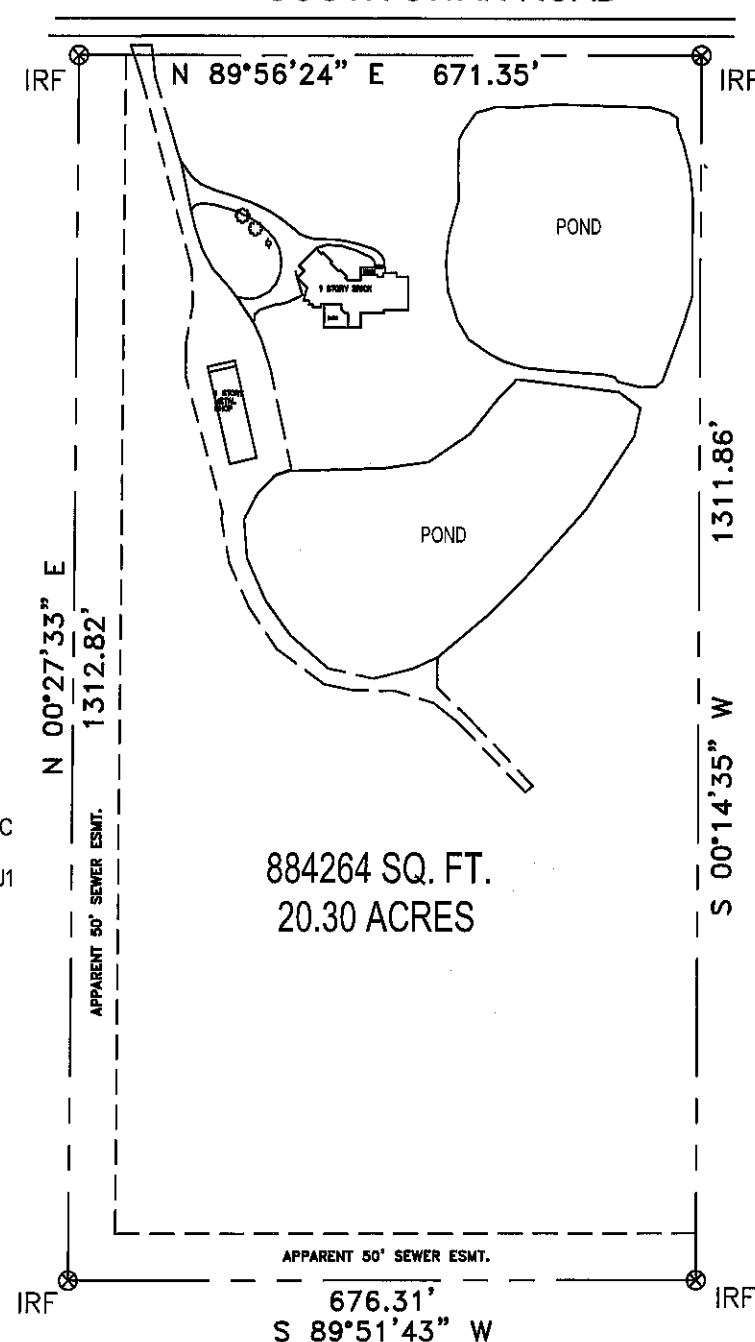
Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022



SHEET 1 OF 3 10925A

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com

SOUTH SWAN ROAD



NOW OR FORMERLY
KIRK LADNER
0807E-01-004.000
DR 2005-11344-D-J1

NOW OR FORMERLY
ROBERT GILCHRIST
0807E-01-011.000
DR 2017-324-D-J1

SCALE: 1"=200'
IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED

REFERENCE:
SURVEY BY ERIC
MENHENNETT, P.L.S.
DATED 9/24/09

BUILDING
SETBACKS

FRONT 25'
SIDE 15'
REAR 15'

NOW OR FORMERLY
CBH PROPERTIES INC
0807E-01-002.000
DR 2013-2793-D-J1

Building setbacks, required elevations, wetlands
determination, et cetera, to be prescribed by
appropriate governing bodies.

Re-subdivision of parcel subject to current subdivision
and zoning regulations. Consult appropriate planning and
zoning officials for complete information.

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000

SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

LEGAL DESCRIPTION CREATED BY RESUBDIVISION
PARCEL "A" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence S 89°56'24" W 50.00 feet to an iron rod, thence S 00°27'33" W 1312.82 feet to an iron rod, thence N 89°51'43" E 676.31 feet to the Point of Beginning. Said parcel contains 597787 square feet or 13.72 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated February 8, 2022.

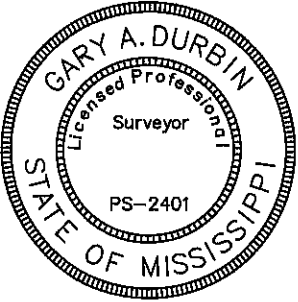
LEGAL DESCRIPTION CREATED BY RESUBDIVISION
PARCEL "B" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod and the Point of Beginning, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence N 89°56'24" E 621.35 feet to an iron rod, thence S 00°14'35" W 578.66 feet to the Point of Beginning. Said parcel contains 286478 square feet or 6.58 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated February 8, 2022.

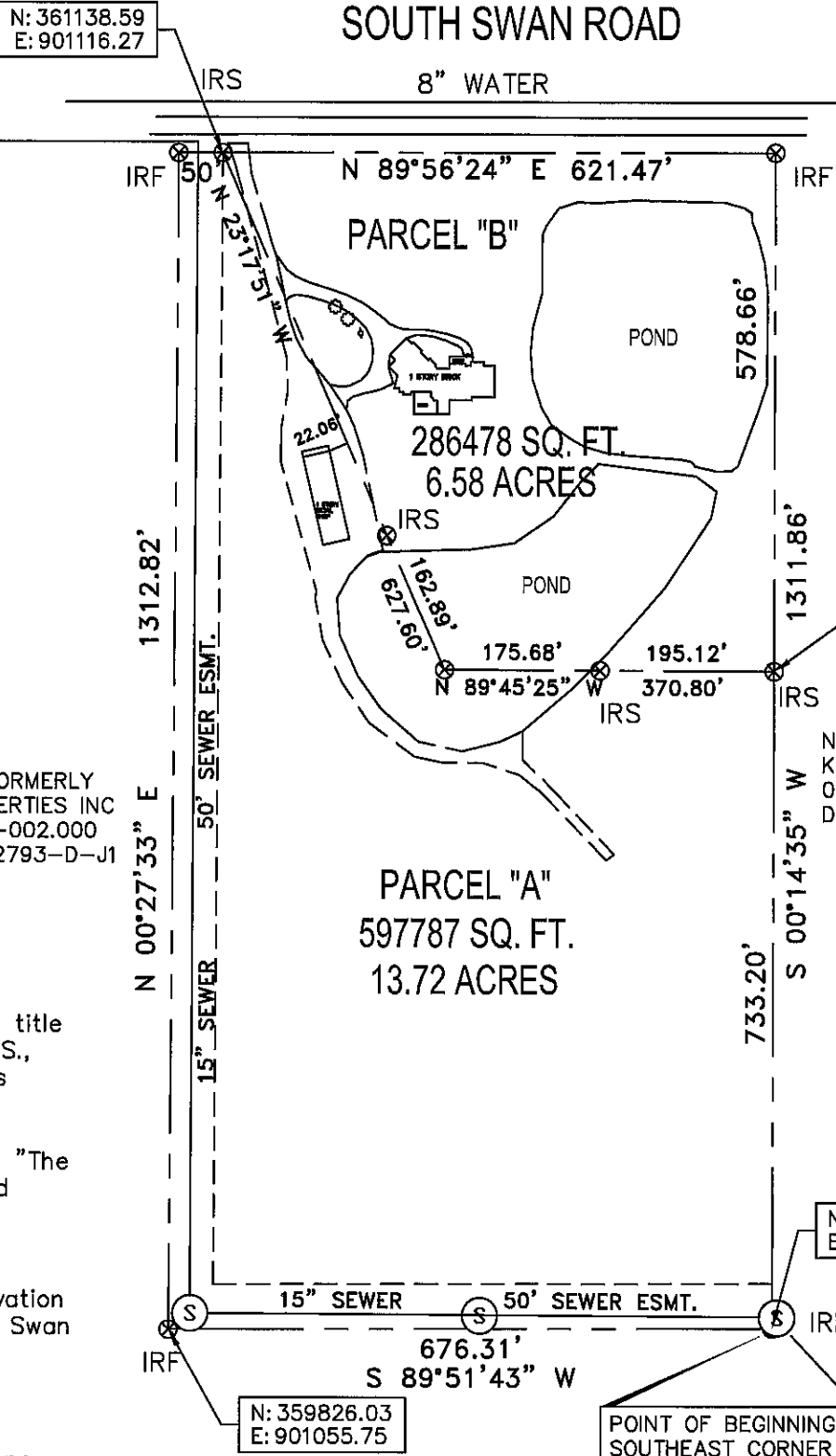
This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022



SHEET 2 OF 3 10925B

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com



SCALE: 1"=200'
IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED

REFERENCE:
SURVEY BY ERIC
MENHENNETT, P.L.S.
DATED 9/24/09

BUILDING
SETBACKS

FRONT 25'
SIDE 15'
REAR 15'

NOW OR FORMERLY
CBH PROPERTIES INC
0807E-01-002.000
DR 2013-2793-D-J1

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

Bearings based on GPS Observation of the south margin of South Swan Road, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0255-H, Revised: 6/16/09.

NOW OR FORMERLY
ROBERT GILCHRIST
0807E-01-011.000
DR 2017-324-D-J1

POINT OF BEGINNING
SOUTHEAST CORNER
S 1/2 NE 1/4 SW 1/4
SECTION 28, T 6 S, R 11 W
COMMENCING POINT

NOW OR FORMERLY
KIRK LADNER
0807E-01-004.000
DR 2005-11344-D-J1

N: 359827.66
E: 901732.06

N: 359826.03
E: 901055.75

N: 360560.86
E: 901735.17

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000
SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of Parcel #0807E-01-001.000 of land in Section 28, Township 6 South, Range 11 West in the City of Gulfport into Parcels A and B, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at the South margin of South Swan Road. The ad valorem tax parcel number of the subject property is 0807E-01-001.000. The case file number is _____.

LEGAL DESCRIPTIONS OF
PARCEL PRIOR TO
RESUBDIVISION

SEE SHEET 1 OF 3

LEGAL DESCRIPTIONS OF
PARCEL CREATED BY THIS
RESUBDIVISION

SEE SHEET 2 OF 3

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

Ratified and Approved by:

[Signature]
TIMOTHY JAMES DAIGLE, JR. - OWNER

[Signature]
JENEE MICHELLE DAIGLE - OWNER

This 8th day of March, 2022.

ACKNOWLEDGE

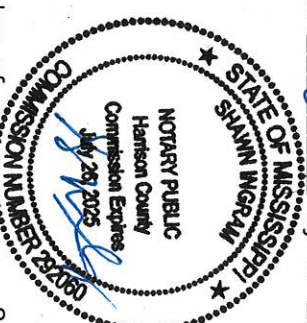
Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforementioned TIMOTHY JAMES DAIGLE AND JENEE MICHELLE DAIGLE, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth. This 8th day of March, 2022.

[Signature]
Notary Public

My Commission Expires: 7/26/2025

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2022.



Keith Williams, Chairman
Gulfport City Planning Commission

Gregory Holmes
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 _____, 2022.

ATTEST:

Brittany Rodgers, Clerk of Council ADOPT: F.B. "Rusty" Walker, IV, President

Clerk of Council

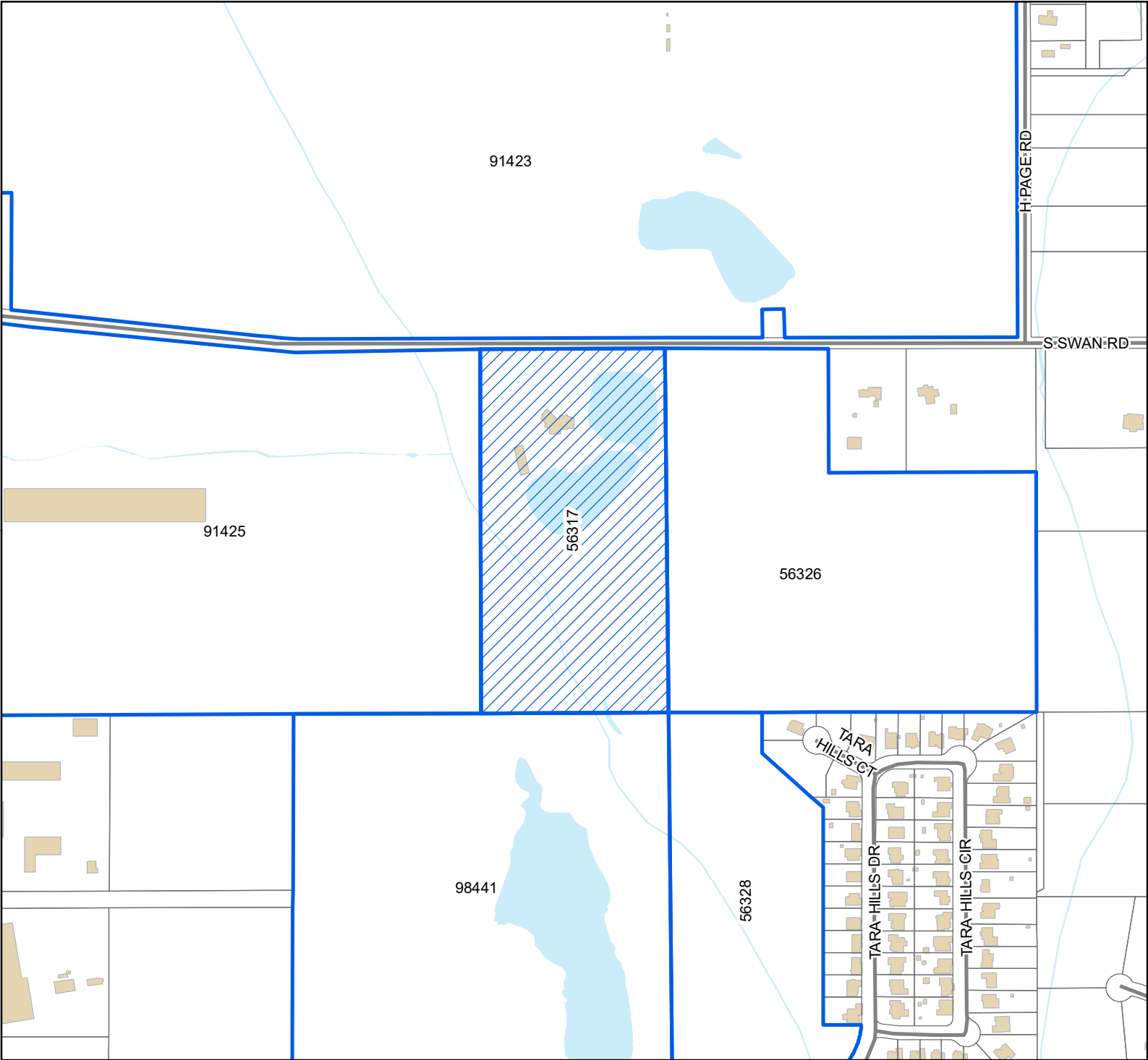
President

This resubdivision plat and certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 2022

Billy Hewes, Mayor

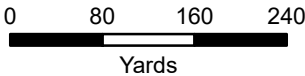
SHEET 3 OF 3 10925C

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teeokgd@aol.com



Legend

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



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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
56317	0807E-01-001.000	DAIGLE TIMOTHY JAMES JR & JENEE MIC	15361 S SWAN RD	GULFPORT	MS	39503	
Adjacent Property Owners							
56328	0807F-01-005.000	BENEFIELD JONATHAN BLAKE	11080 BAYOU BERNARD	GULFPORT	MS	39503	
91425	0807E-01-002.000	CBH PROPERTIES LLC C/O KEITH HUBER COR	P O BOX 3368	GULFPORT	MS	39505	
91423	0807D-01-001.000	DAY DRUG CO INC	P O BOX 247	GULFPORT	MS	39502	
98441	0807E-01-011.000	GILCHRIST ROBERT A ETAL C/O T L JAMES &	P O BOX 1260	RUSTON	LA	71273	
56326	0807F-01-004.000	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503	

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**Order Number:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

CITY OF GULFPORT PLANNING COMMISSION

2204PC072

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR. (Recused)
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 16. Resubdivision 2204PC072

2 MR. DAIGLE: Mr. Chairman, I need to recuse
3 myself from this case.

4 MR. WILLIAMS: Let the record show that we
5 have a recusal from the case. And you're going to leave,
6 right?

7 MR. DAIGLE: Leaving.

8 (Mr. Daigle leaves room.)

9 MR. WILLIAMS: Go ahead and announce the
10 case, please.

11 MR. DUCKWORTH: Resubdivision 2204PC072 has
12 been duly and timely noticed as required by law. The
13 applicant requests to divide into two new parcels 15361
14 South Swan Road, zoned R-1-15. A copy of the packet
15 considered is hereby offered to the record.

16 MR. WILLIAMS: Thank you.

17 Is someone here to speak for it?

18 MR. HEINRICH: Bobby Heinrich, 1806 23rd
19 Avenue in Gulfport. And I'm here to speak for the
20 applicant.

21 So we're doing both -- we have two items
22 here. So the resubdivision apparently is before the rezone.

23 So we want -- this is a very large parcel of
24 land here, right at 20 acres. And so you can see where the
25 split is. We have a connection on South Swan Road, a 50

1 foot connection there where you're going to go down to a --
2 there's an existing structure on the site.

3 But anyway, the owner wants to subdivide the
4 land so that he can operate a business out of the Parcel A
5 there which is adjacent to an existing I-2 zoning.

6 And it just so happens that's what he needs
7 for his business.

8 So we're requesting to subdivide those two
9 parcels right there. They will be served with water and
10 sewer and all the things for a subdivision.

11 But what I'd like to do is, I wasn't able to
12 make it to the review, project review meeting the other day,
13 and I have Austin here, one of my associates, and I'd like
14 for him to answer some of those questions that was brought
15 up at that meeting.

16 And I'll answer any questions you might have.

17 MR. WILLIAMS: Okay.

18 If you'll come on up and give us some insight
19 on those.

20 MR. SCHNITZLEIN: Austin Schnitzlein, 1806
21 23rd Avenue.

22 MR. WILLIAMS: Last name? I'm sorry.

23 MR. SCHNITZLEIN: Austin Schnitzlein.

24 MR. WILLIAMS: Could you spell that real
25 quick?

1 MR. SCHNITZLEIN: S-C-H-N-I-T-Z-L-E-I-N.

2 MR. WILLIAMS: Sorry about that. Thank you
3 so much. Go ahead. Not the first time you've been asked
4 how it's spelled, is it?

5 MR. SCHNITZLEIN: No.

6 MR. WILLIAMS: Go ahead.

7 MR. SCHNITZLEIN: So along with the rezone
8 where we did meet with the planning department and they
9 provided some insight on some issues that we would need to
10 address, one being the utilities coming in off of the 50
11 foot frontage, providing an easement for utilities for the
12 house right there. So that's where we're going to bring in
13 the water and the sewer along the northwest corner.

14 And along with rezoning the property, we're
15 going to bring that storage building up to code, provide a
16 handicap restroom, and all the fire and emergency equipment
17 needed.

18 MR. PEMBERTON: I want to clarify. It's not
19 a working business. He's using it as a storage facility.

20 MR. SCHNITZLEIN: It's a storage facility for
21 his trailers.

22 MR. PEMBERTON: So why is he having to bring
23 that building up to code for -- it's not...

24 MR. SCHNITZLEIN: Because it needs to be a
25 primary building. Right now it's considered an accessory

1 type, a secondary building. So per that zone, we need a
2 primary structure which includes updating the building with
3 the handicap and so --

4 MR. PEMBERTON: He's agreed to do that.

5 MR. SCHNITZLEIN: Yes.

6 MR. PEMBERTON: I was just curious why they
7 were making that requirement. It seems a little autistic.

8 MR. WILLIAMS: Any questions of this
9 applicant or Mr. Heinrich?

10 All right, guys. If something comes up,
11 we'll bring you back up. Thank you.

12 Anyone else here to speak for this request?

13 Have anybody here tonight to speak against it
14 or ask questions?

15 All right. Commissioners, any questions of
16 the applicant or staff or discussion or a motion?

17 MR. PEMBERTON: Motion to approve 2204PC072.

18 MR. WILLIAMS: So I have a motion to approve
19 2204PC072. Do I have a second?

20 MR. SELLERS: Second.

21 MR. WILLIAMS: Motion and a second to
22 approve. Any further discussion? All in favor signify by
23 saying aye. Opposed?

24 All right. It's been approved.

25 (Unanimous vote.)

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2204PC072

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 5 pages constitute a true and correct transcription of said hearing held on the 28th day of April 2022.

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 9th day of May 2022.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Final Plat 2204PC059:

Final Plat 2204PC059, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase 7), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 26, 2022

Re: Final Plat 2204PC059, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hancock

Second: Mr. Pemberton

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Ben Smith

Speaking against the Petition: None

On April 28, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022.

Technical Report
Final Plat
(Florence Gardens Phase VII)

GENERAL INFORMATION

Case File Number: 2204PC059

Hearing Date: April 28, 2022

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

Legal: Final Plat 2204PC059, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a Final Plat (based on General Plan 2102PC028) to create a new 17-lot residential subdivision, named Florence Gardens Phase VII. This new subdivision is a continuation of Florence Gardens residential development.

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 and a side and rear yard setback of 8 feet. Street access created for this is connected to an existing roadways and provides an ingress and egress to the current traffic network.

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 that the covenants for the existing Florence Gardens subdivision will apply for this request.

EXECUTIVE SUMMARY

This project has met all of the city requirements and stayed consistent with the General Plan.

Any approval should consider these conditions:

1. Needs a tree survey and tree replacement plan. The tree survey only needs to show protected trees
2. Area south of lot 7 is an un-typed property. It is too small to fit zoning regulations for a lot. Provide detail.
3. 2 copies Mylar, 1 copy Linen must be submitted before case can be heard by City Council.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 4/22/22.

Public Works: No conditions. Memo dated 4/22/22.

12.12

Technical Report
Final Plat
(Florence Gardens Phase VII)

Traffic and Safety: No conditions. Memo dated 4/21/22.

Building Code Services: No comments as of 4/22/22.

GIS: No conditions. Memo dated 4/21/22.

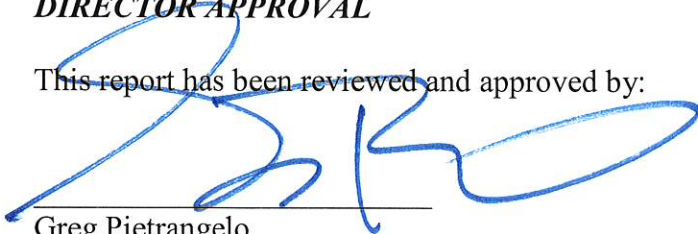
Police Department: No conditions. Memo dated 4/21/22.

Fire Department: No conditions. Memo dated 4/21/22.

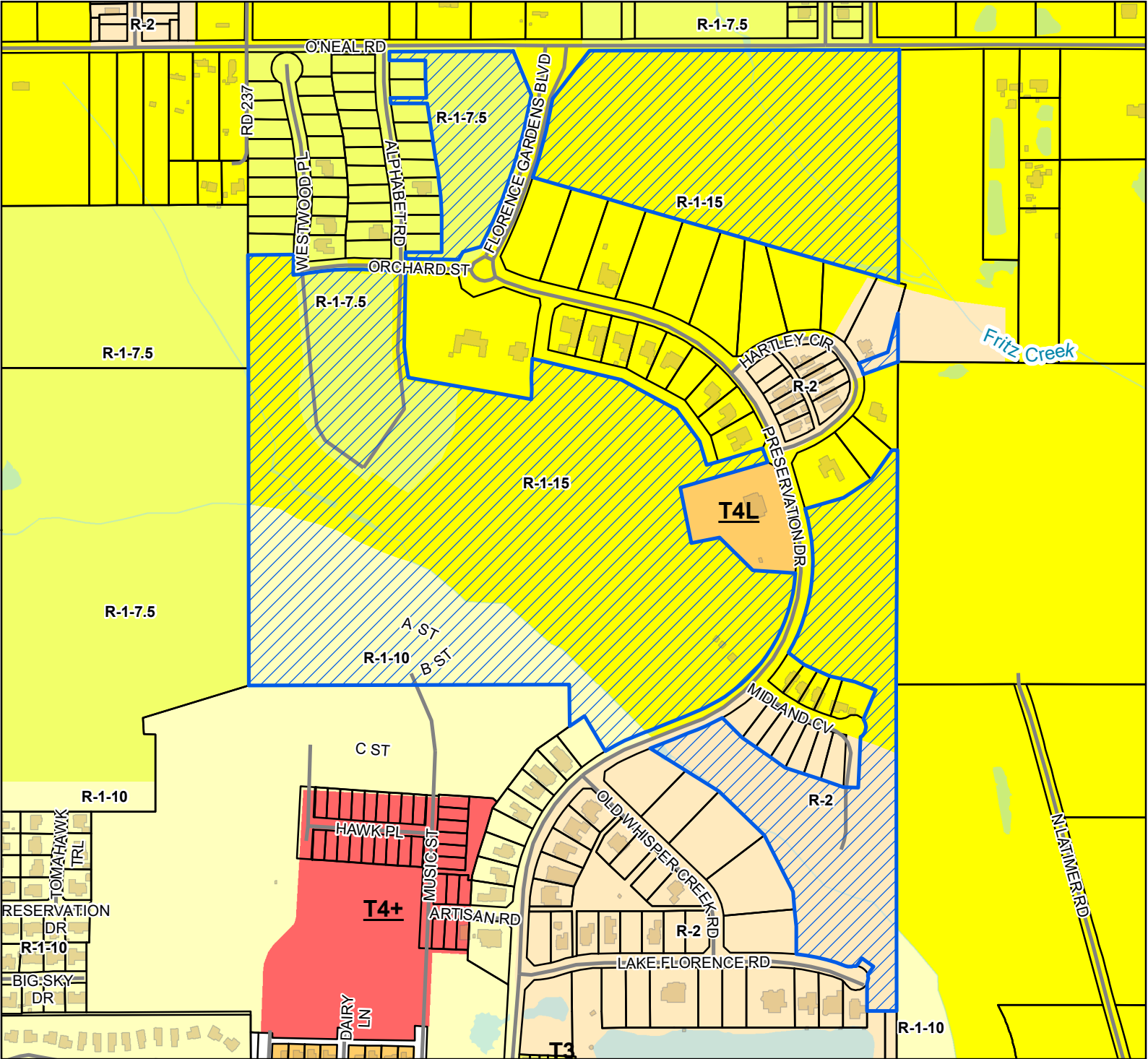
City Arborist: Conditions: Needs a tree survey and tree replacement plan. The tree survey only needs to show protected trees. Memo dated 4/19/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Site

Street

Parcels

Buildings

Water Features

Smart Code

T4+

T4L

T3

Zoning

R-1-10 - Single Family Residence (Low Density)

R-1-15 - Single Family Residence District (Low Density)

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

R-2 - Single Family Residence District (Medium)

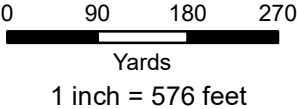
Site Information

0908C-01-001.000

Zoning: R-1-7.5 (Single-family)

Size: 168 acres

Flood: X



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

For Staff Use Only

Case File #: 2204PC059Date Received: 3/1/22

Receipt #:

Received By: CLZoning: R-1-7.5

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

0	9	0	8	C	-	0	1	-	0	0	1	•	0	0	0
					-			-				•			
					-			-				•			

Address of Property Involved: _____

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: West of Florence Gardens Boulevard; South of Orchard Street

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 16 lots for the purpose of sale for home development, and 2 parks on separate parcels.

OWNERSHIP AND CERTIFICATION:

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

OWNER

Florence Gardens, LLC

Printed Name Of Owner
12321 Preservation Drive

Mailing Address

Gulfport MS 39503

City State Zip code
N/A (228) 539-5039 Office

Home Phone Work/Cell Phone
N/A

Email

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent
131 Rue Magnolia

Mailing Address

Biloxi MS 39503

City State Zip code
N/A (228) 436-7612 Office

Home Phone Work/Cell Phone
nick@bmaengineers.com

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.

February 21, 2022

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Authority to Act as Agent
Florence Gardens, Phase 7 – Application for Final Plat
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located West of Florence Gardens Boulevard, South of Orchard Street, Gulfport, Mississippi (also being Tax Parcel No(s): 0908C-01-001.000).

With this letter, Florence Gardens, LLC, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining Final Plat approval with the City of Gulfport.

Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738



NOTARY PUBLIC



January 4, 2021

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Covenants
Florence Gardens, Phase 7
(Tax Parcel No(s): 0908C-01-001.000)
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located West of Florence Gardens Boulevard; South of Orchard Street, Gulfport, Mississippi (also being Tax Parcel No: 0908C-01-001.000).

With this letter, Florence Gardens, LLC, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738



NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF HARRISON

I, Ryan Goldin, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with Tax Parcel #0908C-01-001.000.

R. Goldin
FLORENCE GARDENS, LLC

DATE: 2-22-22

VICE PRESIDENT
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 22 day of Feb, 2022.

Ana L. Johnson
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



[Signature]
1st Judicial District
Instrument 2005 13959 D -J1
Filed/Recorded 4 4 2005 3 53 P
Total Fees 14.00
5 Pages Recorded

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, SEAWAY DEVELOPMENT COMPANY, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto FLORENCE GARDENS, LLC, a Mississippi limited liability company, the following described real property situated and being located in the First Judicial District, Harrison County, State of Mississippi, as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to any and all recorded restrictive covenants, easements, rights of way, and oil, gas and mineral reservations of record.

The taxes for the current year are assumed by the Grantee.

WITNESS THE SIGNATURE of the duly authorized member of said company this the 1st day of November, 2004.

SEAWAY DEVELOPMENT COMPANY, LLC

BY: *[Signature]*
Martin C. Goldin, Member

34054-09

~~3262-11~~

0908C-01-001,000
0908B-01-006,000

EXHIBIT A
Page 1

PARCEL I

Being one and the same as that parcel acquired by Warranty Deed from William Russell Love and Amanda Collins Love dated January 22, 1999, and recorded in Deed Book 1439 at Page 11:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP FOUND AT THE NORTHWEST CORNER OF SECTION 1, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE WEST LINE OF SAID SECTION 1, S00°24'10"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH MARGIN, N89°12'31"E 344.74' TO AN IRON ROD FOUND; THENCE S01°10'15"W 871.18' TO AN IRON ROD FOUND; THENCE S89°08'57"E 149.99' TO AN IRON ROD FOUND; THENCE S01°10'45"W 442.60' TO AN IRON ROD LYING ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG SAID SOUTH LINE, S89°50'03"W 477.00' TO AN IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG THE WEST LINE OF SECTION 1, N00°24'10"E 1312.39' TO THE POINT OF BEGINNING, CONTAINING 11.661 ACRES.

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EXHIBIT A
Page 2

PARCEL II

Being one and the same as that parcel acquired by Warranty Deed from Adrian O'Neal, et al, Trustees of the Edon Family Trust, dated September 28, 1998, and recorded in Deed Book 1426 at Page 205:

A PARCEL OF LAND BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, LYING SOUTH OF THE SOUTH MARGIN OF O'NEAL ROAD, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, S00°13'23"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°24'10"W 2649.82' TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°08'28"E 1319.91' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, N89°53'59"W 1348.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, N00°11'30"W 1327.36' TO A LIGHTARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, S89°48'21"W 1329.38' TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°35'03"W 1343.79' TO AN IRON ROD FOUND AT A FENCE CORNER POST, BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°37'03"W 838.84' TO AN IRON PIPE FOUND; THENCE N00°24'31"E 451.93' TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, N89°48'16"E 2715.42' TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES. SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

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EXHIBIT A
Page 3

PARCEL III

Being one and the same as that parcel acquired by Alan H. Goldin, et al., by Warranty Deed from Lewis N. Vance and Jeff Vance dated July 15, 1998, and recorded in Deed Book 1416 at Page 417:

All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4; Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2667.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 268.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°26'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.28 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'05" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46; Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 269.31 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

Together with a non-exclusive, perpetual easement for ingress and egress more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 60.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

AND ALSO, the following parcel which is conveyed by quitclaim, without warranty and may be subject to claims of others:

A parcel of land within the SW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, lying North of the Mississippi Power Company easement and described as starting at the SE corner of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West and run West a distance of 465.6 feet for the point of beginning; thence continue West a distance of 203.9 feet; thence run South 84.3 feet; run thence Northeast along the Southern boundary of the Mississippi Power Company easement a distance of 220.6 feet to the point of beginning

Prepared By and Return to:
William C. Smith III
Roger W. Williams
WATKINS & EAGER PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Master Deed Restrictions

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," establishes these Master Deed Restrictions ("Master Deed Restrictions") on the 31st day of March, year of 2006. These Master Deed Restrictions are filed in lieu and in place of the Declaration of Covenants, Conditions and Restrictions for Florence Gardens, which were filed in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi on July 19, 2005 as Instrument Number 2005 17258 D. The aforesaid Declaration of Covenants, Conditions and Restrictions for Florence Gardens is hereby cancelled and terminated and of no further force of effect. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots or Parcels in Florence

Gardens and have joined in the execution of these Master Deed Restrictions to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to these Master Deed Restrictions.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.

B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.

C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.

D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.

F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

Restrictions and continues so long as Founder owns any property, Lot or Parcel in the Master Plan Area.

IMPOSITION OF DEED RESTRICTIONS:

The Founder hereby subjects to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, any additional property which is subject to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") and limited common areas ("Limited Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed. All property within the Master Plan Area shall be sold, held and conveyed subject to the terms, conditions, rights, reservations and obligations set forth herein which shall run with the land and be binding on all parties owning any part, Parcel or Lot in Florence Gardens.

ARTICLE I: | Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

1.2. Documents.

(a) Master Plan. The Master Plan is the plan or layout for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Design Standards during the development stage and to impose other restrictions designed to further the development of Florence Gardens. The reference to a deed herein shall refer to a deed as the context may require.

(c) Declaration. Each "Declaration" shall be a Declaration of Charter, Easements, Covenants and Restrictions, which provides for the ongoing operation and

maintenance of a portion of Florence Gardens. The Neighborhood (as defined in 1.4 Land Definitions, below) will have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Florence Gardens, including mixed use and commercial development may have a separate Declaration as well. The "Declaration" does not refer to the Declaration of Covenants, Conditions and Restrictions for Florence Gardens recorded on July 19, 2005, which has been terminated and is of no further force or effect.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founder, the Association or, with the approval of the Founder or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Standards. The "Design Standards" or "Florence Gardens Design Standards," as further described below in Section 3.1, regulate land use, architecture and environment within Florence Gardens.

1.3 Parties.

(a) Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Parcel. Founder may also refer to Founder's successors and assigns if Founder so designates.

(b) Association. As further described in Section 1.6, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Town Center Declaration may also establish an Association or other management entity. Each Association may accept title to and own land within the Master Plan Area designated as Commons and be responsible for maintaining it and enforcing the Declaration. It is contemplated that there may be other Associations including, but not limited to condominium Associations. The term "Association" herein may refer to both the singular and the plural, as the case may be.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.4 Land Definitions.

(a) Florence Gardens. "Florence Gardens" is all of the property made subject to the Master Deed Restrictions. Florence Gardens initially comprises the Master Plan Area; however, additional land may be added at any time in accordance with the terms of the Master Deed Restrictions.

(b) Master Plan Area. The "Master Plan Area" comprises approximately 355 acres, including the property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified traditional neighborhood development.

(c) Neighborhood. The "Neighborhood" shall be the primarily residential District of Florence Gardens, which shall be subject to the Neighborhood Declaration sometimes referred to as the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood.

(d) District. A "District" is a general type of land use within the Master Plan Area such as Neighborhood (residential) and Town Center (mixed used and commercial). Other Districts may include apartments, condominiums or other land uses. Each District may be subject to a separate Declaration at the sole option of the Founder.

(e) Town Center. The "Town Center" or other name that is adopted by the Founder is intended to be the mixed-use and commercial District of Florence Gardens and, if developed, may be subject to a separate Declaration at the sole option of the Founder.

(f) Commons. "Commons" or "Common Areas" comprises real property or property interests within the Neighborhood, Town Center or other Districts designated as Commons, Common Areas or identified as common area on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(g) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Commons which comprises real property within a District designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of Lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by the Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

(h) Zone. "Zones" are smaller contiguous areas within Florence Gardens of distinct character, building type or within a specific location. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone. Zones will be established or created at the sole discretion of the Founder.

(i) Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominiums, apartments, commercial or other mixed use designations whose owners may form their own association.

j) Parcel. A "Parcel" is the smallest portion of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable Lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel.

The Founder may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel. The Founder may designate Parcels for residential, commercial, mixed use, condominium or other such land use.

(k) Property. "Property" as used sometimes herein shall be the land subject to these Master Deed Restrictions as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

(l) Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities. Other uses are permissible in the discretion of the Founder.

(m) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an

apartment or condominium unit, and a residential dwelling within a mixed-use building. Residential Units may be established at the discretion of the Founder.

(n) Condominium. "Condominium" means that form of ownership of property under which units of improvements are subject to ownership by different owners and there is appurtenant to each unit as part thereof an undivided share in the common areas. The Founder for itself and its successors and assigns may establish Parcels or Lots as condominiums in any Zone or District.

(o) Fines. "Fines" or fines constitute a lien and are enforceable in the same manner as assessments.

1.5 Design Review Definitions.

(a) Design Review Committee. The "Design Review Committee" is the panel established by these Master Deed Restrictions to administer the Design Standards.

(b) Design Standards. The "Design Standards" establishes the plan for the development of Florence Gardens through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Standards do not need to be recorded to be effective but shall be available from the Design Review Committee. The Design Standards may be changed from time to time by the Founder or the Design Review Committee.

(c) Development Period. The Development Period begins immediately upon recording of this instrument and continues until

(i) six months after the Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business; or

(ii) the Founder terminates its rights concerning the Development Period by written, recorded notice.

During the Development Period, the Founder shall select the members of the Design Review Committee, and shall have the right to amend, alter and change the Master Deed Restrictions or any other document, Declaration, rule, or guideline at any time without the consent of any person, party or entity.

1.6 Association Definitions.

(a) Association. Any District Declaration shall each establish an entity to maintain the portion of the Commons contained within the area made subject to the

respective Declaration, and to enforce the Declaration. To accomplish this each District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Town Center Declaration or other commercially oriented Districts may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.

(c) Board. "Board" is the Board of Directors of the Association.

(d) Articles. "Articles" are the Articles of Incorporation of the Association.

(e) Bylaws. "Bylaws" are the Bylaws of the Association.

(f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.

(g) Assessments. "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

(iv) Other Assessments. Other Assessments may be charged as provided in these Master Deed Restrictions or in the applicable Declaration.

ARTICLE II: | Development
Plan

2.1 Mixed Use.

(a) Separate Declarations. The Founder intends to develop residential, condominium, rental apartment, mixed-use and commercial Districts within the Master Plan Area, all of which are intended to be an integral part of the community. These Districts will each be submitted and subject to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, to establish budgets, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Florence Gardens will require cooperation between the District Associations or other management entities including any merchants' associations, if any. It is anticipated that the entities will meet on a regular basis to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Florence Gardens," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to Florence Gardens ("Additional Property") by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founder, or a related or affiliated entity (or with the consent of the owner and the Founder), shall be considered "Qualified Properties":

(i) property, any portion of which is within one mile of any portion of Florence Gardens, whether or not contiguous (including property separated from Florence Gardens by a public street, body of water or other property); or

(ii) any other property with a reasonable relationship to Florence Gardens as determined by Founder.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founder intends that any property within Florence Gardens which is conveyed or leased to a party other than the Founder be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale

agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Florence Gardens.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founder for the development of Florence Gardens. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses all at the sole discretion of Founder.

ARTICLE III: | Design Standards

3.1 Establishment of Design Standards. The Founder has established the Design Standards, which comprises the following, all as may be amended from time to time:

(a) The Architectural Regulations, which guide the design of buildings and other “vertical” improvements and describe the materials of which these improvements may be constructed; and

(b) Landscape Regulations, which regulate erosion control, stormwater detention, irrigation, landscape lighting, preservation of existing trees, the planting of new trees and plants, walkways, pathways, gardens and any other such “horizontal” improvements.

(c) Design Review Procedures which describe the review process for compliance with all of the above.

In addition, the Founder shall promulgate a Master Plan and the Founder and/or the Design Review Committee shall promulgate such other rules and regulations regarding setbacks, Lot coverage and other matters.

All construction within the Master Plan Area shall comply with the Design Standards in effect at the time of the submittal, unless a variance is granted as provided herein.

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, mixed use, restaurants, schools, private clubs, hotels, bed and breakfasts or other commercial use, shall be determined based on the Design Standards and the terms of the applicable Declaration. At the Founder’s discretion, the Founder shall record the determination of permitted uses at the time of the Parcel’s addition to Florence Gardens, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make

such a determination of record, the Design Standards, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Standards in accordance with Section 3.4; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 [Intentionally Deleted]

3.4 Modification of the Design Standards. With the consent of the Founder, the Design Review Committee may revise any part of the Design Standards from time to time for any of the following reasons:

- (a) To make changes which the Design Review Committee believes will better accomplish the objectives of Florence Gardens;
- (b) To include new materials or techniques deemed to be suitable to Florence Gardens;
- (c) To adjust for market conditions; or
- (d) To recognize changing land use conditions over time, both from within and outside Florence Gardens.

3.5 Applicable Governmental Codes. It is the intent of the Founder that the Design Standards be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder and the Design Review Committee shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Standards.

ARTICLE IV: | Review
Procedure

4.1 Design Review Committee. The Design Review Committee shall have a minimum of three members as follows:

(a) Founder's Appointees. The Founder shall appoint all of the members during the Development Period, as defined in Section 1.5. Founder's appointees shall serve at the pleasure of the Founder.

(b) Association's Appointees. At the sole discretion of the Founder during the Development Period, The Neighborhood, Town Center and any other District Associations may be permitted to appoint one or more members who are not affiliated with the Founder to the Design Review Committee. Such appointees, if permitted by Founder, shall vote on matters based upon the authority granted them by the Founder.

After the Development Period, assuming that a Town Center Association and other District Associations are formed, the Neighborhood Association shall appoint members to the Design Review Committee who are not Owners within the Town Center or any other Districts. The Neighborhood will retain the voting power of sixty percent (60%) of the total members of the Design Review Committee. The Town Center Association shall appoint members with the voting power of twenty percent (20%) of the total members' voting power. The other District Associations shall collectively by any method they agree appoint members with the voting power of twenty percent (20%) of the total members' voting power, each voting their respective percentages either as a block or by individual Association as they determine in their sole discretion. In the event that there is only other District Associations or the Town Center Association in effect at end of the Development Period, but not both, then the Neighborhood will retain the voting power of eighty percent (80%) until such time as there are either a Town Center or other District Associations established at which time the Neighborhood Association's voting power will be reduced to sixty percent (60%).

Any of the Town Center and District Associations may establish a Design Review subcommittee of the Design Review Committee that has powers established in this Article IV. Membership of the respective Design Review subcommittees must include the voting members of the Design Review Committee who are members of a District Association.

4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Committee must review and approve construction plans, the contractor and/or builder, and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved. Also, if following approval there is a change in designers, architects or builders, or the Parcel is sold to another party, then the new parties are subject to the same obligations as set forth herein and the new designer, architect or builder must be acceptable to the Design Review Committee.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Committee.

(c) Scope. The Design Standards shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, walls, outbuildings, drainage, paving and landscaping and all finish materials. The Design Standards may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

- (i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- (ii) driveways, walks, patios and other ground surface materials;
- (iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
- (iv) fountains, swimming pools, whirlpools or other pools;
- (v) privacy walls or other fences and gates;
- (vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
- (vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
- (viii) signage of any type; and
- (ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops and backboards, and backboards, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design. Anything to the forgoing notwithstanding, the Founder and the Design Review Committee each has the authority to require and enforce certain energy efficient standards and security and communication standards and modify those standards from time to time in its sole discretion.

(e) Trees. The Design Review Committee may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed. Setback lines, easements and right of ways

may be altered by the Founder or the Design Review Committee to accomplish the foregoing.

(f) Drainage. The Property has been designed as a low impact development which provides, among other things, for bio-retention cells and swales to facilitate surface water management. All plans shall comply with applicable drainage, water conservation, erosion control and storm water detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Committee. Notwithstanding the above, or anything contained herein, the Design Review Committee, the Founder, and the Associations shall not be liable for any adverse physical conditions, drainage, soil or other issues relating to a Lot or Parcel and construction or development thereon, nor are the Design Review Committee, the Founder and the Association liable to repair any such conditions.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

(h) Sidewalks. The Master Plan provides for a "Walkway System" within the Property. Portions of the Walkway System will be located in the rights of way adjacent to the front and side property line of Parcels or within the boundaries of the Parcels. The Founder will design the Walkway System which might include a hard walking surface, landscaping, irrigation, lighting and benches, among other improvements. The Founder will provide to the Owner of each Parcel a specific design for the segment of the Walkway System that will be located on or adjacent to any portion of his/her Parcel. Each Owner will be responsible for the cost of the construction and installation of the Walkway System adjoining his/her Parcel and will be required to construct the improvements upon demand by Founder and/or the Design Review Committee according to the approved plans and specifications designed by Founder.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Standards and overall quality of design. If the Design Review Committee rejects an application due to overall design quality, despite compliance with the Design Standards, the Design Review Committee shall make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant variances from the Design Standards based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in its Design Standards and/or other rules and regulations promulgated by the Review Board. However, a delay in reviewing an application shall not be deemed approval for construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Committee shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All Fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. All Fines constitute a lien and are enforceable in the same manner as an assessment. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. The Design Review Committee is not responsible under any circumstances for any non-compliance by Owner with respect to governmental requirements.

4.4 Approval of Architects, Builders.

(a) Generally. The creation of the Florence Gardens streetscape depends on the quality of design and construction and adherence to the Design Standards. While architects, designers and builders may be selected by the Owner, at the sole option of the Founder, which privilege may be withdrawn or modified on all or portions of the Property at any time, no architect, designer or builder may be used without the express written consent of the Founder or the Design Review Committee. Approval of architects, designers and builders is necessary to insure quality construction and a reasonable spirit of cooperation. The Founder or the Design Review Committee will publish applications, rules and procedures governing the approval of architects, designers and builders from time to time.

(b) Architects. Architects must be approved by the Founder or the Design Review Committee before submitting plans on behalf of his Owner/client. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Standards, all as determined in the Founder's and Design Review Committee's sole discretion.

(c) Builders. Builders must be approved by the Founder or by the Design Review Committee before building in Florence Gardens. Approval may be withheld for any reason or no reason in their sole unfettered discretion. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations and build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in Fines, forfeiture of the deposit and revocation of the right to build in Florence Gardens.

4.5 Enforcement.

(a) Fines. The Design Review Committee may require the builder or Owner to post a deposit from which the Design Review Committee may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Committee, the Founder or the Association may require the Owner to resolve the dispute

through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, costs and expenses even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Founder or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founder or the Association, as applicable. The Parcel shall be subject to a lien for the cost if not paid. The Founder or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Standards may be granted in particular circumstances; however, such variances shall not create a precedent for other applications. The Founder or its assignee shall have the unfettered right to interpret the Design Standards.

4.6 Liability. The Design Review Committee may act in its sole discretion in approving or disapproving all plans and specifications submitted to it. Neither the Design Review Committee, nor any individual member thereof, shall be liable to any person for any official act of the Design Review Committee in connection with submitted plans and specifications, except to the extent the Design Review Committee or any individual member thereof acted with malice or wrongful intent.

Approval by the Design Review Committee does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the Design Review Committee has approved the plans and specifications, neither the Design Review Committee nor any of its members, nor the Founder, shall be responsible or liable to any Owner, builder, contractor or any other party with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve.

Neither the Association, the Design Review Committee or any agent thereof, the Founder or any of its partners, employees, agents or consultants shall be responsible in any way for defects in any plans or specifications submitted, including drainage, revised or approved in accordance with the provisions of the Design Standards, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Design Review Committee shall be defended and indemnified by the Association in any such suit or proceeding.

No approval of plans and specification and no information in the Florence Gardens Design Standards shall be construed as representing or implying that such plans, specification or standards will, if followed, result in a properly designed Residential Unit or other structure. Such approvals and standard shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner.

4.7 Town Center. If a Town Center is developed, the Founder, during the Development Period, or the Town Center Association, after the Development Period, may at any time establish a separate Town Center Design Review Subcommittee, which shall operate in the same manner, and have the same powers, as the Design Review Committee established by these Master Deed Restrictions but which shall have jurisdiction over only that property within the Town Center. During the operation of such Town Center Design Review Subcommittee, the original Design Review Committee shall continue to be the Design Review Committee for Florence Gardens and shall continue to review and approve any construction or modification within the Neighborhood, while any construction or modification within the Town Center must be reviewed and approved by the Town Center Design Review Committee but shall not be required to be reviewed or approved by the Design Review Committee except that the Design Review Committee shall have final authority over all matters that relate to enforcement of the intent of Founder's Statement of Purpose for Florence Gardens, and to the extent that any matters addressed by the Town Center Design Review Subcommittee shall conflict with the Founder's Statement of Purpose, in the sole opinion of the Design Review Committee, the Design Review Committee shall have final authority over those matters. If the Founder or Town Center Association fail to establish such a Town Center Design Review Subcommittee, or if such board ever ceases operation, then all construction or modification within the Town Center shall be subject to review by the original Design Review Committee.

4.7a. Other Districts. Any Districts established by the Founder shall, for design review purposes, be entitled to the same method of autonomy for design review authority as the Town Center and may establish a Design Review Subcommittee. In such cases the

District Design Review Subcommittee and the Design Review Committee shall have the same scope of authority and rights as provided in 4.7, above.

4.8 Financial Support. The Associations shall pay the professionals and staff reasonable compensation for serving on the Design Review Committee, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Associations shall set the Design Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Committee to which any excess fees shall be contributed. The Design Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

4.9 Environmental Protection. To secure the natural beauty of the Property, the Design Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be hazards or threats to the environment including but not limited to such items as the application of certain fertilizers, pesticides or other chemicals. Failure of any Owner or tenant of Owner to comply with the requirements of such rules and regulations shall constitute a breach of this instrument. The Design Review Committee may further prohibit or restrict the introduction, planting or cultivation or vegetative species that the Design Review Committee in its sole discretion considers invasive or otherwise undesirable.

Areas determined to be jurisdictional wetlands by the US Army Corps of Engineers will be designated on the recorded plat for each Lot containing wetlands. Areas designated as wetlands within a Parcel may not be drained, filled, dredged, altered or otherwise impacted in any way without the express consent through the issuance of the appropriate permit(s) by the US Army Corp of Engineers and/or the Mississippi Departments of Marine Resources and/or any other state or federal regulatory agency that may have jurisdiction over wetlands. Normal mowing in wetland areas is, however, permitted.

The Association and the Founder, during the Development Period, hereby reserves unto itself a perpetual and releasable right and license on, over and under all Property including Parcels for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Founder shall be paid by the respective Owner(s) of the Parcel(s) upon which the violation occurs.

4.10 Applicability to the Founder. Notwithstanding anything contained herein to the contrary, the Founder is not obligated by and subject to the provisions of this Article IV.

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation which results in empty Lots or Parcels, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Design Review Committee within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the appropriate governing authority.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founder, who may assign these rights at any time to the Design Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founder or any entity related to or affiliated with the Founder. At the end of the Development Period as defined in Section 1.5, all of the Founder's rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Construction Time Limit. Unless otherwise specified in the deed or other recorded instrument from the Founder, Owner shall:

(a) Submit initial plans and begin the design review process within twenty-one (21) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within twenty-four (24) months from the closing date (the "Construction Start Date");

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within twelve (12) months from the Construction Start Date for Residential Parcels, and within eighteen months for Special Use Parcels and other Parcels (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (a), (b) and (d), shall be extended for casualty, extreme material shortages, extreme weather conditions other significant matters beyond the builder's control or by the approval of the Founder or Design Review Committee.

5.3 Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founder shall have the following options:

(a) As to 5.2 (a) and (b): the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel.

(b) As to 5.2 (c) and (c): Unless Owner has obtained a Certificate of Completion and Release as provided in Section 4.3, and except as provided in Section 5.4, Founder may exercise its rights against Owner as provided below at any time before the Required Completion Date or within two (2) years after the Required Completion Date (i) if the improvements are complete but do not conform to the plans approved by the Design Review Committee, or (ii) if the improvements made do conform with the approved plans but remain incomplete. Founder may preserve its enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founder may assign any or all of its rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee.

Founder may repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel, plus the Fair Market Value, as defined below, of any improvements made in accordance with plans approved by the Design Review Committee. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee equal to 10% of the Fair Market Value of any improvements made on the Parcel in accordance with plans approved by the Design Review Committee shall be deducted from the amount required to be paid to Owner by Founder.

Fair Market Value shall be defined as the value established by an independent appraiser, selected in the manner provided below (the "Independent Appraiser"), who is experienced in appraising residential properties of the character and quality of the properties developed in Florence Gardens. The method of selection of the Independent Appraiser shall be as follows: Owner shall be given an opportunity to select an appraiser qualified with the experience as provided above, or in the absence of the Owner or unwillingness of the Owner to make such selection in a timely manner, an alternate shall be selected by

Founder, who is not related to Founder in any way, to make the appraiser selection on behalf of Owner; Founder will select a qualified appraiser; and the two appraisers will then, by agreement, select a third appraiser who will become the Independent Appraiser.

(c) If an improvement is commenced and construction is then abandoned for more than thirty (30) days or construction is not completed by the Required Completion Date, after the proper notice is given, the Association may impose a Fine of not less than \$500 per day on the Owner of the Parcel until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Special Assessment and a lien against the Parcel as provided.

The remedies provided in this section are at the Founder's option and may be exercised together or separately as Founder deems appropriate, and are not intended in any way to limit the remedies under Section 4.5 (b).

5.4 Subordination to Mortgage.

(a) Effect. Founder and any designee or assignee of Founder's rights under Section 5.3 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including FNMA, FHLMA, any bank, savings and loan association, credit union or other such institution) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founder or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founder shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founder or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien.

(c) Mortgage Foreclosure. If lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founder has not provided a release and satisfaction of its rights as provided in Section 5.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel and may be enforced against Lender or any subsequent Owner.

(d) Extension. If lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founder that it wishes to extend the Required Completion Date. Founder shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

- (i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.
- (ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of four (4) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the design review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founder's rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.5 Resale Restriction. If Owner desires to sell its Parcel before construction is complete and before Owner has obtained the Certificate of Completion and Release, Owner is required to notify Founder or the Association of its intention to sale and when a agreement to purchase has been concluded, Owner is required to provide Founder or the Association with the name and address of the Owner's purchaser. In such an event, the new Owner shall be subject to all of the terms, conditions and restrictions as set forth herein, except that the Plan Submittal Date, Construction Start Date and Completion Date will be subject to amendment by the Founder or the Design Review Committee, in their sole discretion, upon the submission and approval of a revised application by the new Owner in accordance with the provisions of Article IV, above.

If an Owner fails to give the required notice prior to the sale of a Parcel upon which construction of improvements has not been completed and a Certificate of Completion

and Release has not been granted, then the Founder shall have available all remedies at law and in equity, against both the original Owner and the subsequent Owner. In addition, in such an event the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the date of the original closing of the sale from the Founder to the original Owner and all of Founder's rights, including those provided in 5.3, above, shall be preserved and binding on the new Owner.

ARTICLE VI: | Founder's Additional
Reserved Rights

6.1 Easements in Favor of the Founder. The easements reserved in this Section 6.1 are subject and subordinate to those reserved in Section 6.2. The easements provided by this section are intended to permit the Founder to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Florence Gardens and the Master Plan Area (including property separated from Florence Gardens by a public road, private road, water or other natural or manmade barrier), whether or not such properties are developed as part of Florence Gardens:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than alleys or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. If such roads become a primary means of access to a community which is not made part of Florence Gardens, and Florence Gardens does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of Florence Gardens road maintenance.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Florence Gardens and the Master Plan Area for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. These

easements may also be used for telecommunications, telephone, cable or internet services, including but not limited to the construction of facilities, as may be owned, approved or developed by Founder or its assigns and designees.

(c) Police Powers. A blanket easement throughout Florence Gardens for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Florence Gardens to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity which exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of Florence Gardens or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons at the Founder's discretion and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area.

(h) Founder's Rights and Reservations. No provisions in the Articles, the Bylaws, these Master Deed Restrictions or any Declaration shall limit, and no Owner or the Association shall interfere with, the right of Founder to subdivide or re-subdivide any portions of the Master Plan Area, or any part, Parcel or Lot of Florence Gardens to complete or alter improvements or refurbishments to and on the Commons and common facilities or any portion of the Master Plan Area owned by Founder, or alter the construction plans and designs, or construct such additional improvements or add future phases as Founder deems advisable during development period of the Master Plan Area.

Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, temporary construction trailers and sales offices as may be reasonably necessary for the conduct of Founder's business or completion of the work and disposition of the Parcels by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Parcel hereby acknowledges that the activities of Founder may temporarily or permanently constitute an inconvenience or nuisance to the Owners and each Owner hereby consents to such inconvenience or nuisance. These Master Deed Restrictions shall not limit the right of the Founder at any time prior to acquisition of title to a Parcel by a purchaser from Founder to establish on that Parcel, and Commons, additional licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Master Plan Area. The Founder need not seek or obtain Association or Board approval of any improvement constructed or placed by Founder on any portion of the Master Plan Area. The rights of the Founder under these Master Deed Restrictions may be assigned by Founder to any successor and any interest or portion of Founder's interest in a portion of the Master Plan Area by a recorded, written assignment. Notwithstanding any other provision of this these Master Deed Restrictions, the prior written approval of Founder will be required before any amendment to this Section 6.1(h) shall be effective while Founder owns a Lot or any part of a Parcel of Florence Gardens. Founder shall be entitled to the nonexclusive use of the Commons without further cost, for access, egress, ingress, use or enjoyment, in order to show the Master Plan Area to its prospective purchasers and carry out the Master Plan Area as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Parcel, an irrevocable, special power of attorney to Founder to execute and record all documents and maps necessary to allow Founder to exercise its rights under this Section 6.1(h). This Section 6.1(h) shall be applicable for so long as the Founder owns any portion of the Master Plan Area.

(i) Reservation of Easement Rights by the Founder. The Founder, for itself and its assigns, hereby reserves a nonexclusive easement and right of way in, through, over, and across any area shown as an easement on a plat and in, through, over, and across any Commons for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, telecommunication facilities, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to Florence Gardens and to other real property in the vicinity of the Master Plan Area. The Founder hereby reserves for itself and its assigns a nonexclusive easement and right of way over any and all streets and roads of the Master Plan Area for purposes of vehicular and pedestrian ingress and egress to any other lands or property

owned by the Founder, its members and assigns, or any related or affiliated entities of the Founder or its members. Any and all instruments of conveyance made by the Founder to the Association with respect to any Commons shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Founder, the Association shall from time to time execute, acknowledge, and deliver to the Founder or its assigns such further assurances of this reservation as may be necessary.

(j) Conveyance of Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights of way over any Commons for the installation, operation and maintenance of sanitary sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefiting Florence Gardens and other real property in the vicinity thereof as may be considered necessary or appropriate by the Founder or Board of Directors for the orderly maintenance, preservation and enjoyment of any Commons and for the preservation of the health, safety, convenience, and welfare of the Owners of the Parcels, or the Founder.

6.2 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain and have access to a sales office, a management office and an unlimited number of models within Florence Gardens. These facilities may be located on any Parcel or any Commons in Florence Gardens and may be relocated from time to time at the Founder's discretion. The Founder shall have the right to use any Parcel, the clubhouse and other Commons for sales, management and other purposes as it deems necessary in its sole discretion. The sales office, management office and models may be owned by different entities, including builders and other entities unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Florence Gardens. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Florence Gardens.

6.3 Commercial Use of Images. The Founder reserves the following rights:

(a) Commons. The exclusive right to grant permission, charge for or collect fees for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Florence Gardens which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting its independent permission for any part of Florence Gardens owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of Florence Gardens in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Florence Gardens or Mississippi, the development of tourism or commerce or any other similar purpose.

6.4 Name.

(a) Change. The Founder shall have the right to change the name, Florence Gardens, for all or any part of the property subject to these Master Deed Restrictions. Founder may, but is not required to, amend these Master Deed Restrictions to reflect the name change.

(b) Trademark. The Founder reserves the right to trademark the name "Florence Gardens" its logo or other name, logo or slogan of the community as a trade name owned by the Founder. An Owner of a business in the Town Center or other commercial District may use the trademarked name to describe the location of the business, and may advertise its business as being located "in Florence Gardens" or other trademarked name. If requested by the Founder, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Owner may not use the trademarked name in any other manner without the express permission of the Founder, which may be arbitrarily denied.

ARTICLE VII: | General Provisions

7.1 Assignment. Founder may assign all or any portion of its rights at any time for all or part of the Master Plan Area to a related entity, to a successor Founder, or to the Association.

7.2 Additional Property. Unless a notice is recorded specifically to the contrary, the submission of additional property to a Declaration for Florence Gardens shall automatically extend the provisions of these Master Deed Restrictions to the additional property as well. Founder may, but is not required to, record a notice in the public records extending these Master Deed Restrictions to the additional property or may modify these Master Deed Restrictions as to the additional property.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions or other Declarations or covenants or restrictions contemplated herein may be amended only with the written consent of the owners of either two-thirds of the Parcels or two-thirds of the land by acreage within the Master Plan Area whichever approval can be more readily obtained. During the Development Period, the written consent of the Founder shall be required as well for any amendment. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development.

(b) By the Founder. Notwithstanding anything contained herein to the contrary and to the extent permitted by law, and without limiting the generality of the foregoing, the Founder specifically reserves the absolute and unconditional right to amend these Master Deed Restrictions without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Master Deed Restrictions' provisions or correct errors.

(c) Limitations. Whenever any action described in these Master Deed Restrictions requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder. After assignment of Founder's rights under Articles III and IV to the Association, those provisions shall be amended as provided in the Declaration.

(d) Recording. Any amendment shall take effect upon recording in the public records.

(e) Liens. All fines, liens and assessments as contemplated herein, or in any

other Declaration or by any Association, shall be a lien on the Parcel or Lot to which it applies and is collectible by such action at law or in equity, including foreclosure, as shall afford the aggrieved party a property remedy.

(f) Resort Designation. Founder hereby reserves the right to request that all or part of Florence Gardens be designated a resort or resort destination as defined under the laws of the State of Mississippi. No Owner of any Lot or Parcel of Florence Gardens shall have the right to object to any such request by Founder.

(g) Duration; Termination. The covenants and restrictions contained in these Master Deed Restrictions shall run with and bind Florence Gardens and the Master Plan Area and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Master Deed Restrictions as of a specified date.

7.4 Enforcement. In addition to the various enforcement rights specified in this instrument, Founder may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under these Master Deed Restrictions or to seek damages.

7.5 Green Space Areas. It is the intention of the Founder that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence on the Property be maintained and enhanced by designation of certain areas of the Common Area as Green Space, Green Belts or Conservation Areas (collectively as used herein, "Green Space") as designated on the plats of the Property filed by the Founder for record with the Chancery Clerk of Harrison County.

No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Founder and the Association expressly reserve the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through Green Space and Common Area for the purpose of permitted observation and study of wildlife, hiking and non-motorized bike riding, to erect small signs throughout the Green Space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the Community Use and enjoyment of the Green Spaces. The Founder and the Association, shall have the right, but shall not be obligated, to protect from erosion all Green Space by planting trees, plants, shrubs and

other ground cover where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Founder and/or the Association, respectively. The right is likewise reserved to the Founder and/or the Association to take steps necessary to provide and insure adequate drainage ways in the Green Space and Common Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by the assessment of the Association in accordance with the provisions of this Declaration.

The use of the Common Areas, Common Facilities and Green Spaces by the Owners, their invited guests and invites shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Founder and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

7.6 Venue. All disputes, legal proceedings or arbitration shall be filed in Harrison County, Mississippi.

(Signature Page Follows)

In witness whereof, the Founder has executed these Master Deed Restrictions as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute these Master Deed Restrictions as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to these Master Deed Restrictions.

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Florence Gardens Phase 1-A is recorded in Book 46 at Page 17, Harrison County, Mississippi.

Florence Gardens Phase 1-B is recorded in Book 47 at Page 8, Harrison County, Mississippi.

Prepared By and Return to:
William C. Smith III
Roger W. Williams
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Declaration of Charter, Easements, Covenants and Restrictions For The Residential Neighborhood of Florence Gardens

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," makes this Declaration on the 31st day of March, year of 2006.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a neighborhood development to be known as Florence Gardens. It is contemplated that Florence Gardens will be comprised of two principal Districts: the Neighborhood, which is the primarily residential District; and Town Center or something similar, which brings together a mixture of commercial and residential uses. There may be other or additional

Districts of the community. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix commercial, civic and residential uses in a way that enlivens the Neighborhood.

B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Town Center, if developed, shall be subject to a separate Declaration. The residential units within Town Center are to be made members of the Neighborhood association on a limited basis so that the residents can enjoy the recreational facilities and activities of the Neighborhood.

C. The Neighborhood will have an owners' association to own and maintain certain Commons and Limited Commons.

Florence Gardens is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Florence Gardens.

D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance Neighborhood life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the Neighborhood, and to allow for self-governing of the Neighborhood by its Owners.

DECLARATION:

The Founder, who except as set forth hereinbelow, is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits and subjects the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the Property comprising the Neighborhood shall be held, sold, conveyed and subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots in Florence Gardens and have joined in the execution of this Declaration to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to this Declaration.

ARTICLE I: Definitions

1.1 Articles. "Articles" are the Articles of Incorporation of the Association.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

- a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.
- b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Limited Common or Zone charges, if any.
- c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements, emergency expenses or other matters, in accordance with the provisions of Section 10.4.
- d) Other Assessments. Any other assessment which may be charged in accordance with this Declaration.

1.3 Association. "Association" is the Florence Gardens Residential Neighborhood Owners Association, Inc., a Mississippi nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association. The Board shall be appointed by the Founder during the Development Period.

1.5 Building. "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Florence Gardens Design Standards, a Building may be attached to another Building and share party walls. The Florence Gardens Design Standards may permit the construction of two or more Buildings or two or more Residential Units on a Lot. Interpretation of the Florence Gardens Design Standards is in the unfettered discretion of the Founder or its assignee.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association.

1.7 Commons. "Commons" or "Common Area" comprises real property within the Neighborhood as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.7(a) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Common Area which comprises real property within the Neighborhood, if any, designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by this Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

1.8 Neighborhood Roads. "Neighborhood Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. Most of the Neighborhood Roads are intended to be dedicated to the public. Any Neighborhood Roads not dedicated to the public shall be part of the Commons or Limited Commons. The Plat or Plats should be reviewed for more detailed information about roads and streets.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Florence Gardens.

1.10 Design Standards. The "Design Standards" or "Florence Gardens Design Standards" establish the plan for the development of Florence Gardens through its regulation of land use, architecture and environment. The Florence Gardens Design Standards are originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Florence Gardens Design Standards do not need to be recorded to be effective but shall be available from the Florence Gardens Design Review Committee. The Design Standards may be amended from time to time by Founder or the Florence Gardens Design Review Committee.

1.11 Design Review Committee. The "Design Review Committee" is the panel established to administer the Florence Gardens Design Standards, as established by the Master Deed Restrictions and described in Article IV.

1.12 Development Period. Development Period, as defined in this Declaration and the Master Deed Restrictions and other Declarations contemplated herein, shall mean the period of time commencing with the execution hereof and continuing for six (6) months after Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business. The Development Period may sometimes be referred to as the Construction Period.

1.13 Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns.

1.14 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately

identifiable parcels on the recorded subdivision plat(s) of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominium, apartments, commercial or other mixed use designations whose owners may form their own association.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Florence Gardens, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Florence Gardens Design Standards during the development stage and to impose other restrictions designed to further the development of the Neighborhood.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to reasonable change based on market conditions, governmental requirements and other modifications that may be made as development progresses.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 355 acres intended for development as a single, unified neighborhood development to be known as Florence Gardens.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Articles VI and VII of this Declaration.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The "Neighborhood" is the real property described on *Exhibit A*. The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.22 Owner. "Owner" is the record owner, whether one or more persons or entities, of the title to any Parcel within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.23 (a) Plat. The official map or plat of Florence Gardens or any part thereof.

1.23 (b) Property. Property as used herein shall be the land subject to these covenants as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

1.24 [Intentionally Deleted]

1.25 Residential Unit. A "Residential Unit" is an individual Residential Unit and shall include a townhouse or other attached Residential Unit (such as each half of a duplex unit), an apartment or condominium unit, a Residential Unit within a mixed-use building, or an assisted living facility unit (but not a nursing home). Residential Units may be established at the discretion of the Founder.

1.26 Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or Neighborhood or recreation facilities or such other use as the Founder establishes from time to time.

1.27 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founder or the Association in accordance with Article II to add Additional Property to the Neighborhood.

1.28 Zone. "Zones" are smaller, contiguous areas within the Neighborhood of distinct building type, character or within a specific location. The Founder, in its sole discretion, may elect to develop or utilize Zones in the development of Florence Gardens and the Neighborhood. The Founder or its assigns shall form and establish zones as it deems necessary. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

ARTICLE II:

Property comprising the Neighborhood

2.1 Property. The real property that shall be held, transferred, conveyed, leased and occupied subject to this Declaration consists initially of that real described on *Exhibit A*.

2.2 Development Plan.

(a) Property. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood development and is intended to include

both residential and commercial properties. Portions of the Master Plan Area that are primarily commercial may be submitted to this Declaration in accordance with Section 2.3, or may be submitted to a separate declaration and maintained by a separate association. The number and type of associations shall be determined by the Founder or its assignees.

2.3 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Neighborhood any part of the Master Plan Area as "Additional Property." This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founder may also add to the Neighborhood contiguous property, or property any portion of which is within one mile of any portion of the Neighborhood (including any property separated from the Neighborhood by a public street, body of water or other property) or any other property with a reasonable relationship to the Neighborhood. The Founder may also add individual Residential Units (such as apartments or condominium units above stores or offices) that are within primarily commercial portions of the Master Plan Area, even if the land surrounding the units is not added.

(b) By Members. Additional property of any type may be added to the Neighborhood by a majority vote of the Board. The Founder must approve of the addition of any additional property so long as it owns any of the Master Plan Area or any of Florence Gardens.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. If individual Residential Units that are within primarily commercial portions of the Master Plan Area are added, the amount of assessments to be paid by such

units may be reduced, based upon a reasonable estimate of the units' usage of the Commons as determined by Founder or its successors and assigns.

2.4 [Intentionally Deleted]

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration during the Development Period, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character. During the Development Period the Founder shall make all determinations concerning Zones.

ARTICLE III:

Easements

3.1 Easements in Favor of the Association. The Founder hereby reserves for the Association and its assigns the following easements, which shall benefit the Neighborhood, the Founder or its successors and assigns:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, electricity and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. During the Development Period this easement may be altered, terminated, amended or assigned as Founder deems appropriate.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons and Limited Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Florence Gardens is intended to maximize land usage and sense of Neighborhood by providing squares and parks while also offering smaller but private yards for individual use. As provided by the Florence Gardens Design Standards, certain buildings within the Neighborhood may be attached as townhouses, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association and/or Founder may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Florence Gardens Design Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it serves to separate Parcels on their property line. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and

maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for all insurance requirements, painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Florence Gardens Design Standards.

(e) Yard Easements. To allow most efficient use of a Lot while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the plat, the Florence Gardens Design Standards or on the deed from the Founder to the first Owner other than the Founder. Such use easements may be up to four feet wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such a Lot subject to an easement shall be the beneficiary of a similar easement along another portion of the Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Subject to regulation under the Florence Gardens Design Standards, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not a primary structure) upon the easement area.

(f) Roof Overhang; Footings. For certain building types, such as sideyard or zero-lot-line houses, which are to be built along a property line, the Florence Gardens Design Standards may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Standards and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(g) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

ARTICLE IV:

Commons

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons or Common Area, including in certain instances Limited Common Area. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons, including the Limited Commons, and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the commons as provided in paragraph 4.4 (C), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel. Only certain Owners shall have a right of easement and use as to the Limited Commons.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential

Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) Open-Air Market and Festivals. The Founder reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Founder also reserves, for itself or its various assigns, the right to use portions of the Commons for festivals or other events intended to enrich and enliven the Neighborhood. Founder further reserves a right of access through the Commons for all such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold. Notwithstanding the foregoing, Founder, during the Development Period, shall have the right to change the use, designation and configuration of the Commons.

4.5 Neighborhood Road Regulation. To the extent permitted by Florence Gardens, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Design Review Committee, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Neighborhood Roads. To the extent permitted by Florence Gardens and applicable law the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages

any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. Each Owner, by taking title to a Parcel, and the Association by its joinder in the Declaration and each person using any such facility agrees that neither Founder nor any entity designing, constructing, owning, operating or managing the Commons and Limited Commons shall be liable to the Owner or the Association or any invitee of the Owner or the Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Commons or the Limited Commons or to the usage thereof. This release of liability shall apply without limitation, to any such claim arising in whole or in part from the negligence of Founder or any other entity or person designing, constructing, managing, operating or owning the Commons and Limited Commons. Each Owner and the Association agree to indemnify and hold harmless Founder and any other entity designing, constructing, managing, operating or owning the Commons and Limited Commons against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Commons and Limited Commons as originally designed and constructed and as same may be altered in design, layout and construction from time to time.

ARTICLE V:

Neighborhood Planning and Administration of The Design Standards

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Florence Gardens Design Standards as the guide for all construction within the Master Plan Area and create the Florence Gardens Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Florence Gardens Design Review Committee.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Florence Gardens shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Florence Gardens Design Standards during the

Development Period. At the end of the Development Period, the Founder shall assign to the Association its rights to enforce the Florence Gardens Design Standards, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing members of the Florence Gardens Design Review Committee and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

ARTICLE VI:

Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Mississippi law, and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, and as further limited by exclusive reservations in favor of the Founder, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Neighborhood Roads which are not dedicated roads or lighting of dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Neighborhood;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way, sidewalks, drainage areas, traffic signage and other public or private properties located within reasonable

proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to the Neighborhood, or as otherwise agreed to by the Association; and

(f) any other service allowed by law to be provided by a homeowners' association organized under the appropriate governing law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not re-institute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, or any affiliate of Founder or any entity in which Founder owns an interest, for the performance of all or any portion of the management of the Association and its maintenance, repair obligations and other services. The cost of the contracts shall be included within the General Assessment, Special Assessment, or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership. The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the title to a Parcel and is included in the definition of an Owner hereunder. When more than one Person owns or holds an interest or interests in a Parcel, then all such Persons shall be Members.

6.5 Action by Members. The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Founder. The Class B Member(s) shall be the Founder. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified

percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

6.6 Members' Voting Rights. Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote cast for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot except for condominium unit(s) as provided in Section 6.11 hereof. The vote for each Lot may not be divided or fractioned.

(b) Until such time as the Founder executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Members shall be the Founder who shall be entitled to one vote for each Lot owned by Founder and in addition two votes for each one vote of a Class A Member.

6.7 Membership Appurtenant to Real Property. The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

6.8 Voting Conflict Between Members. If the title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

6.9 Termination and Reinstatement of Class B Members. If on any one or more occasions all Class B memberships should terminate or the Class B Member should relinquish its rights hereunder, and if after any such termination or relinquishment, the Founder, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Founder as a Class B Member shall be fully reinstated with a full vesting of all rights previously relinquished, and following each such occasion, the Founder, or the nominee or nominees, if any, of the Founder, shall continue to be Class B Members with all rights vested herein until such time as the Founder

thereafter relinquishes such rights. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Founder, and their nominee or nominees, if any, shall have all rights and powers of Class B membership, as herein provided.

6.10 Other Voting Provisions. The Articles and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

6.11 Condominium Unit(s). In the event a Residential Unit or other improvement constituting a condominium unit(s) is constructed on a Lot, then upon conveyance of the condominium unit(s), each Owner of the condominium unit shall be entitled to one vote appurtenant to such condominium unit; provided, however, in such instance there shall not be a vote appurtenant to the common areas which are a part of such condominium unit(s). In no event shall the total number of votes appurtenant to a Lot upon which condominium units are located exceed the number of condominium units on such Lot. Further, in the event an Owner of a condominium unit on a Lot owns more than one such condominium unit on the same Lot, then such Owner shall be entitled to only one vote for all condominium units owned by such Owner on the Lot.

6.12 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder; Selection during the Development Period. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board during the Development Period. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the development period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.13 Classes of Votes.

(a) Intent. It is anticipated that a single Owner, alone or with affiliates, may own condominiums or other Parcels and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Neighborhood includes a significant number of apartment units, it is deemed desirable that tenants participate in the operation of the Neighborhood.

(b) Block Vote. If, after the Development Period any Owner, alone or with affiliates, controls at least 20% of the votes of the Association, that Owner shall select

one member or 20% of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third of the votes of the Association, that Owner shall select two members or one third of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner. The Founder shall elect all board members during the Development Period.

(c) Tenants. Tenants within the Neighborhood may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period the number of rental units equals at least one third of the total Residential Units in the Neighborhood, then the number of directors shall be increased so that tenants may elect one voting member of the Board of the Association.

(d) Calculation. For purposes of paragraph (b), the calculation of numbers of Board members shall not include the tenant delegate. For example, if a condominium or apartment building owner controlled one-third of the votes, the Board could comprise two members elected by the condominium or apartment building Owner, four members elected by other Owners, and one member elected by tenants.

6.14 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.15 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

6.16 Limitation of Liability and Indemnification.

The Association shall indemnify every officer, director and committee member, Founder, Founder Members, Founder employees and agents against any and expenses, including counsel fees and expenses, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, illegal activities, or bad faith. The officers, directors or committee members shall have no personal liability with respect to any contract or commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be

exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled.

ARTICLE VII:

Decision Making

7.1 Neighborhood Meeting.

(a) When called. After the Development Period the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property	Section 2.3
Repeal of Additional Services	Section 6.2
Election of the Board of Directors	Section 6.12
Approval of General Assessments when increased more than 15%.....	Section 8.4
Ratification of expenditures for capital improvements.....	Section 8.6
Approval of Zone expenses	Section 8.7
Amendment of Declaration.....	Section 13.1
Dedication of the Commons	Section 13.2
Merger into, or Dedication of Commons to, Municipality	Section 13.4
Termination of the Declaration.....	Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be

waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

ARTICLE VIII:

Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, taxes,

licenses, fees and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorated basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder. The Founder is authorized to establish an assessment for the first year and collect same at the closing and conveyance of the Lot to an Owner.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and petitions signed by at least 10% of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Neighborhood Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by

a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under paragraph 8.4 (C), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Florence Gardens Design Review Committee is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment. Assessments may be collected at the time of the sale to the first non-Founder owner.

(e) Limited Common Area Assessment. Notwithstanding anything contained herein to the contrary, the Owners located adjacent to or affected by the Limited

Common Area shall be subject to and pay a Limited Common Area Assessment for the cost of maintenance of the Limited Common Area and related expenses. This Limited Common Area Assessment is automatic and can not be waived or voted out by the Owners.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX:

Allocation of Expenses

9.1 Generally. The common expenses of the Association shall be generally allocated among Parcels on a pro-rata basis, with each Parcel responsible for and being assessed an equal amount for the General Assessment. This method of assessment shall apply to residential Lots in the Neighborhood upon which are built individual residential units. Parcels which consist of other types of residential units such as apartments or condominiums may be assessed in a different manner, as determined and set forth in a Supplemental Declaration within which condominiums, apartments or other such uses are planned. Founder shall in its sole discretion set and determine the method and allocation of Assessments for such other uses in said Supplemental Declarations.

9.2 [Intentionally Deleted]

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation, at the discretion of the Founder. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association.

9.5 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not

added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

ARTICLE X:

Covenants for Maintenance Assessments

10.1 Obligation for Assessments. The Founder, for each Parcel or Lot owned within the property submitted and subject to this Declaration or Supplemental Declaration hereby covenants for each subsequent Owner, and each Owner of any Parcel of Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration,
- (c) Individual Parcel Assessments for any charges particular to that Parcel, including, but not limited to assessments for use and maintenance of Limited Common Area, and
- (d) other Assessments as allowed in the Declaration,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full. The assessment may be collected at the time the Lot is conveyed to the Owner or non-Founder party or entity.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels on a pro-rata basis as provided in Article IX ("Allocation of Expenses").

Notwithstanding any provisions in this Article to the contrary, Founder, so long as it owns a Lot shall have a choice of payment of its share of the Assessments. It may in its sole determination either (a) pay the difference in the amount of the receipts due from Owners and the amount of the actual costs of operations, or (b) it may pay the full annual Assessment for each Lot it owns.

In the event that any financial deficiency occurs in the operation of the Association as a result of the non-payment of Assessments by Owners who owe the Assessment but have

not paid them, the Founder may, but is in no way obligated to do so, advance these sums temporarily to the Association. In such event, the advance will be considered a loan from the Founder and the Association and each Owner and Member of the Association is liable for the repayment of that loan on terms acceptable to the Founder including reasonable interest

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments. Notwithstanding the foregoing, the Founder may set, estimate and collect assessments at the time of the conveyance of a Lot or Parcel to an Owner in the manner as set forth below.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro-rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment, including charges relating to use and maintenance of Limited Common Area.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or the builder, and at all subsequent transfers of title, the purchaser of the Parcel shall contribute an amount equal to at least six months of annual Assessments. The exact amount of the capital contribution shall be determined by the Founder during the Development Period and the Board thereafter. This capital contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for capital expenses of the Association and for working capital for the Association, and shall not be considered a pre-payment of Assessments. This capital contribution is separate and apart from Assessments. The Founder may also determine to collect tax assessments as a lump sum or other method

10.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel. Notwithstanding the foregoing, the Founder's Members shall not be held personally liable for any Assessment Charge owed by the Founder.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. Notwithstanding the foregoing, any Assessment Charge due on any property owned by Founder shall not be a lien and may not be enforced upon recording of a claim of lien.

(c) Suit for Payment; Foreclosure of Lien. The Association and/or Founder may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association and/or Founder have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid. The Association and/or Founder may bring such action at law or in equity or both as shall allow for the

complete enforcement of this Declaration. Notwithstanding the foregoing, Founder may not lose the right of use of any of the Commons for itself, its employees or agents.

10.8 Transfer Fee and Certificate of Payment. Upon the sale or other transfer of any Parcel (other than the sale of Parcel by the Founder) there shall be paid to the Association a "Transfer Fee" equal to one dollar (\$1.00) for every ten thousand dollars (\$10,000.00) of the purchase price of the Parcel (including the cost of the improvements constructed thereon). This Transfer Fee shall be remitted to the Association immediately following the closing of the sale or other transfer of a Parcel, together with the full name and address of the new Owner of the Parcel.

Also, prior to the sale of any Parcel in the Neighborhood, the closing attorney or other party handling the closing of the sale and purchase must contact the Association to determine the status of the Assessments against the property and similar matters and to receive a certificate of payment. This procedure must be followed for any sale or transfer of a Parcel in the Neighborhood.

The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI:

Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the Neighborhood.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant, hotels, bed and breakfasts, health spas, private clubs, recreational use or other commercial use, shall be determined based on the Florence Gardens Design Standards and the plat, subject to the zoning requirements of the appropriate governmental agency or entity. At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Florence Gardens Design Standards, or the approval of the Building or modification under this Declaration, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, home-based businesses that do not generate significant noise, odor, parking problems, increased traffic or which encourages vehicles other than automobiles (as defined herein), shall be

permitted in any residential area. Signage for home-based business shall be regulated under the Florence Gardens Design Standards. The type of home-based business allowed and/or encouraged in Florence Gardens shall be determined by the Board of Directors in its sole discretion. The Board's decision is final, not appealable to any court or other authority and may be arbitrary and capricious.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. The Association and/or Founder may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership, unless otherwise determined in the Association's sole discretion.

11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Florence Gardens Design Standards or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. Except for uniform mail boxes and address numbers approved by the Association and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted in or on the dwelling, the Parcel or any improvement on the Parcel, including "For Sale" or "For Lease" signs of the Owner or realtor representing an Owner. Builders or realtors of builders of newly constructed dwellings may place "For Sale" signs on the designated property of a design and size individually and specifically approved by the Association. Inappropriate signs or signs not in good repair will be removed by the Association. The

Association may change sign design requirements at any time.

Notwithstanding the foregoing, the restrictions of this Section shall not apply to Founder, its agents and affiliates during the Development Period.

The Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration including but not limited to speed limit signs, directional signs and no parking signs.

(c) Parking and Vehicles.

(i) No Parking Zone. The Neighborhood has been designed with a roadway system that minimizes the impact on the natural beauty of the Property, therefore on-street parking at any times throughout the Neighborhood is prohibited. Additional off-street guest parking will be provided by the Founder at selected locations throughout the Property. In addition, for large private gatherings, guests of Owners may request approval of the Association to reserve and use designated parking areas developed with the Common Facilities. Failure to conform to the no-parking areas will be a violation of the Declaration. Notwithstanding the foregoing, Founder during the Development Period and the Association after the Development Period may provide rules and guidelines concerning temporary parking for contractors, builders and their vendors while constructing, remodeling or performing maintenance on Owner's houses or the Commons.

(ii) Parking for Residential Units. Each single family Residential Unit to be constructed on a Lot having an area greater than 12,000 square feet shall provide for enclosed (garage) parking for a minimum of two automobiles. Each single family attached Residential Unit and each single family detached Residential Unit to be constructed on a Lot having an area of 12,000 square feet or less shall provide for enclosed (garage) parking for a minimum of one automobile. Off-street parking shall be required for each Residential Unit. The number of off-street parking spaces, excluding the use of the driveway that provides access to the garage(s), will be a minimum of two on each Lot having an area greater than 12,000 square feet, and one on each Lot having an area of 12,000 square feet or less. Anything to the contrary notwithstanding, the Founder or the Design Review Committee may increase the enclosed parking or off-street parking requirements on any Residential Unit.

The Committee will have the authority to consider variances to the number of enclosed parking spaces and off-street parking spaces on Lots that it deems to have unusual circumstances or where it believes in its sole opinion that the required parking standard will contribute to a poor design solution for the Lot.

Owners and their guests must park in their provided off-street parking or may park in spaces as provided within the Common Areas if prior approval has been obtained from the Association.

(iii) **Other Motorized Vehicles.** The Board shall have authority to promulgate rules and regulations to govern the parking upon any Lot, on the street or within any portion of the Commons of motor homes, tractors, trucks (other than three quarter ton and small pickup trucks which are considered automobiles) commercial vehicles of any type, campers, motorized campers, trailers, boats and other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other forms of transportation devices (collectively "Other Motorized Vehicles"). Furthermore, although not expressly prohibited hereby, the Board may at any time, promulgate rules and regulations banning Other Motorized Vehicles or any specific type included in the definition of Other Motorized Vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. Any Motorized conveyance that cannot be licensed for use on public streets will be prohibited from use on all streets and Common Areas for the Neighborhood.

(iv) **Restrictions on the Use of Certain Vehicles.** All Terrain Vehicles, four wheelers, motorized go-carts and other similar vehicles may not be ridden anywhere on the Property. Motorcycles, use for transportation, may be ridden from the entrance to their destination and parked and must be equipped with a muffler.

(v) **Repair of Vehicles.** Owners, their tenants and Invites shall not repair or restore any vehicle of any kind upon which any Lot, Residential Unit, or within any portion of the Commons, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(d) **Sports Equipment.** Play structures, such as basketball hoops and backboards and swing sets, must be kept in good repair and may be limited, in accordance with the Florence Gardens Design Standards, to back yards or alleys. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

11.4 **Leasing.** Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding, may be rented by the owner, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation hereunder.

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood in the sole determination of the Association. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Florence Gardens Design Standards may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events which are encouraged, subject to regulation by the Florence Gardens Design Standards. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

11.7 Outside Burning. Exterior fires are prohibited at all times. No Owner shall permit any condition upon its Property which creates a fire hazard or is in violation of fire prevention regulations. Notwithstanding the foregoing, the restrictions of this Section shall not apply to the Founder relative to the Founder's development activities on the Property including but not limited to the construction of roadways and Commons and the installation of utilities services.

11.8 Exterior Lights. The design and location of permanent exterior lighting and other types of landscape lighting shall be subject to the approval of the Design Review Committee. Neither these nor any other illumination devices shall be located anywhere on the structure or grounds of any Lot in such a manner to adversely illuminate or affect the nighttime environment of any adjoining Property. The Design Review Committee will promulgate rules and regulations concerning the temporary use of exterior lights for seasonal occasions. Each single family residential unit shall include one or more natural gas fueled coach lights at the front entrance of the residential unit. The design and location of the coach light(s) shall be subject to the applicable provisions of the Design Standards.

11.9 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or Association rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not

limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner, his family, his tenants, or invitees shall knowingly use, generate, manufacture, store, release, dispose of, transport to or from or permit to exist in, on, under or about his Lot, the Commons or any portion of the Property and Hazardous Materials except in compliance with the Environmental Laws.

11.10 Rules and Regulations.

(a) Generally. The writing of rules is one way to address specific issues that arise within the Neighborhood. The Association and/or Founder may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 25% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owners' family members, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association. Each Owner is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

11.11 Enforcement. In order to enforce the Declaration, the Board may take any of the following actions:

(a) Fines. The Board has the right to assess fines up to the maximum allowed by law and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. However, the primary goal of this chapter is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(b) Pets. If the Board finds that a pet causes an unsafe condition or

unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Florence Gardens.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Florence Gardens Design Standards and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction. The Association, the Founder and their successors and assigns shall have the right to bring such action at law and/or in equity so as to afford the aggrieved party a proper remedy. The party adjudicated at fault shall pay all costs, expenses and fees incurred in enforcing this Declaration or any Declaration contemplated herein.

ARTICLE XII: Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent act of other insured.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Casualty Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Certain improvements, such as green space or landscaping, may not be insurable. However, buildings or other structures usually are insurable. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Florence Gardens. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the

Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.4 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Florence Gardens Design Review Committee or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.9(C) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII:

Amendment, Redevelopment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy except in cases where Founder deems it necessary during the Development Period. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the Neighborhood's benefit, these new provisions should be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founder. During the Development Period the Founder specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Declaration's provisions, correct errors or modify same due to market conditions.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific written consent of the Founder.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Dedication.

(a) Neighborhood Roads. If any portion of the Neighborhood Roads has not previously been dedicated to the public, the Founder or Association shall have the right to

convey title to or dedicate the Neighborhood Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Founder during the Development Period and by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association after the Development Period.

(c) Alleys; footpaths. At least twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency.

13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, the Founder and a majority of the mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable. The requirements of this section are not applicable to vacant land, Lots or Parcels owned by the Founder.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Florence Gardens Design Standards, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the

Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment; When Available. Redevelopment shall be available only upon the occurrence of one of the following:

(i) Any time after thirty (30) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least two-thirds, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.5 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. After the Development Period, redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes within the Redevelopment Area and mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels. Prior to the end of the Development Period redevelopment also requires the approval in writing of the Founder, which may be granted or withheld in its sole discretion.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners. Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. Upon approval of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the

seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers and any other relief at law or in equity may be entered in any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Formation of Municipality. If all or substantially all of Florence Gardens is incorporated as a municipality or other local government unit, the following would apply:

(a) Merger of Association. Members of the Association may, by majority vote, dissolve the Association or, if allowed by law, merge the Association into the municipality. Upon such dissolution or merger, all the Commons shall be dedicated to the public and the municipality shall have all the rights and obligations of the Association provided by this Declaration.

(b) Dedication without Merger. Alternatively, Owners could approve by majority vote a plan by which Commons are dedicated to the public, but the Association would retain some of its powers and duties, such as architectural review and enforcement of the covenants and restrictions.

(c) No Dedication. If no dedication is approved, the Association and Commons shall be maintained without change.

13.5 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners and the Founder.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association and the Founder, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.6 Re-recording. Unless this Declaration is terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Mississippi law to preserve its effect.

13.7 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV:

General Provisions

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a Neighborhood of the highest quality. The italicized portions at the beginning of each Article, if any, and all headings

are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, if any, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on one-half or more of all Parcels encumbered by a mortgage. Specifically, there is no requirement to obtain the consent of mortgagees to amend, alter or change this Declaration.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Mississippi.

14.8 Sidewalks and Walking Trails. Owners are responsible for the construction of sidewalks or walking trails where such sidewalks or walking trails abut the street side boundary line(s) of the Owner's Lot or are incorporated into an easement within the Lot as shown in the plans for the Neighborhood. Completion of the sidewalk or walking trail shall correspond to the completion of the driveway for the Lots and shall be built in strict conformance with the Design Standards and construction plans developed under the direction of the Founder or Design Review Committee. If the acceptance of the sidewalk or walking trail maintenance and repair is made by the Association, City of Gulfport, or other governmental agency having jurisdiction, the Owner's responsibility to keep the sidewalk or walking trail in repair shall be terminated.

14.9 Residential Unit Sizes and Setbacks.

(a) The minimum square feet of heated living area to be contained within any Residential Unit or any Lot shall not be less than 1100 square feet if one level Residential Unit and 1400 square feet if a multi level Residential Unit. The Founder, in its sole discretion, may increase or decrease the minimum square feet of heating living area by Zone, street or by groups of contiguous parcels or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the

alternative, the Founder may enforce the minimum square feet by the use of deed restrictions on individual Lots.

(b) Any building setback dimensions that violate the ordinances or other regulations established by the City of Gulfport or other governmental agency having jurisdiction will require a variance from the City or governmental agency having jurisdiction which variance may not be granted; however, in no event, except as provided in (c) below, shall any Residential Unit or other building be erected on any Lot nearer than three feet from the Lot line, ten feet from the rear lot lines or three feet from the side lot lines except for Residential Units constructed as attached single family structures or zero lot line structures which set backs may be zero feet. On corner lots, the set back on the side yard adjacent to the street must be a minimum of ten feet.

(c) For some Lots, neighborhoods or streets in the Neighborhood it may be impossible or inadvisable to enforce the above stated set back requirements due to the natural terrain, lot configurations, proximity of adjacent structures or other considerations that the Design Review Committee deems appropriate. Therefore, notwithstanding anything else herein to the contrary, the Design Review Committee or the Founder may establish or approve specific deviations (both increases and decreases) to said set back requirements which it believes to be beneficial to a specific Lot, neighborhood, street or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the alternative by the use of deed restrictions on individual Lots.

14.10 Venue. Any disputes, legal matters or arbitration shall be conducted or litigated in Harrison County, Mississippi

(Signature Page Follows)

In witness whereof, the Founder has executed this Declaration as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute this Declaration as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to this Declaration.

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Florence Gardens Phase 1-A, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 46 at Page 17, reference to which is hereby made in aid of and as a part of this description.

Florence Gardens Phase 1-B, a subdivision according the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 47 at Page 8, reference to which is hereby made in aid of and as a part of this description.

February 28, 2022

Gregory Holmes – Planning Administrator
City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Application for Final Plat
Florence Gardens, Phase 7
Gulfport, Mississippi**

Dear Mr. Holmes:

Enclosed is a complete Application for Final Plat for Tax Parcel No(s). 0908C-01-001.000.
Please find attached the following:

- Application for Final Plat
- Proof of Ownership
- Authority to Act as Agent (Notarized)
- Final Plat (7 copies 11"x17", 2 CD's containing AutoCAD.DWG file)
- Protective Covenants
- Check for Application Fee

Should you have any questions or comments, please feel free to contact me at (228) 436-7612.

Sincerely,



Nicholas Gant, P.E.

Enclosures

FLORENCE GARDENS

PHASE 7

A SUBDIVISION LOCATED IN SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

BOUNDARY DESCRIPTION

A parcel of land lying in the Northwest Quarter of the Northeast Quarter and in the Southwest Quarter of the Northeast Quarter of Section 2, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Begin at a 1/2" rod found on the South margin of Orchard Street at the Southwest corner of the plot of The Westwood District, Florence Gardens Phase 4-Amended, per Plat Book 58, Page 10, said Point of Beginning having grid coordinates N.352442.10 and E.912645.10 based on the Mississippi State Plane Grid Coordinate System, East Zone, (2301), NAD '83, U.S. Survey feet, coordinates and courses herein are grid values based on said coordinate system using a scale factor of 0.999955874113 with a convergence angle of (-) 00°06'54.90475442" at the Point of Beginning;

thence North 84°40'38" East 43.00 feet, along the South margin of Orchard Street and the South line of said Plat, to a one half inch rod found; thence North 77°49'00" East 17.12 feet, along said South margin, to a one half inch rod found; thence North 84°45'43" East 103.49 feet, along said South margin, to a one half inch rod found at a Point of Curvature; thence 127.59 feet along the arc of a curve to the right, and said South margin, said curve having a radius of 970.00 feet, a central angle of 07°32'12", and a chord of 127.50 feet which bears North 88°31'49" East to a one half inch rod found; thence South 87°42'06" East

175.41 feet, along said South margin, to a one half inch rod set with cap; thence, leaving said South margin, South 01°20'52" West 283.21 feet to a one half inch rod set with cap at a Point of Curvature; thence 57.13 feet along the arc of a curve to the left, said curve having a radius of 320.00 feet, a central angle of 10°13'48", and a chord of 57.06 feet which bears South 03°46'02" East to a one half inch rod set with cap; thence South 08°53'08" East 185.75 feet to a one half inch rod set with cap at a Point of Curvature; thence 103.25 feet along the arc of a curve to the right, said curve having a radius of 130.00 feet, a central angle of 45°30'24", and a chord of 100.56 feet which bears South 13°52'06" West to a one half inch rod set with cap; thence South 36°37'18" West 262.52 feet to a one half inch rod set with cap; thence South 29°48'32" West 27.26 feet to a one half inch rod set with cap; thence North 55°38'03" West 170.77 feet to a one half inch rod set with cap at a Point of Curvature; thence 202.48 feet along the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of 50°26'25", and a chord of 196.00 feet which bears North 30°25'35" West to a one half inch rod set with cap; thence North 05°38'25" West 579.64 feet to the Point of Beginning.

The above described parcel containing 328,567 square feet, 7.543 acres, more or less, and being a portion of Harrison County Tax Parcel #0908C-01-001-000.

OWNER'S DEDICATION

This is to certify that FLORENCE GARDENS, LLC, is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of FLORENCE GARDENS, PHASE 7 and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the _____ day of _____, 2022.

FLORENCE GARDENS, LLC

By:

RYAN GOLDIN, Manager/Member

ACKNOWLEDGMENT

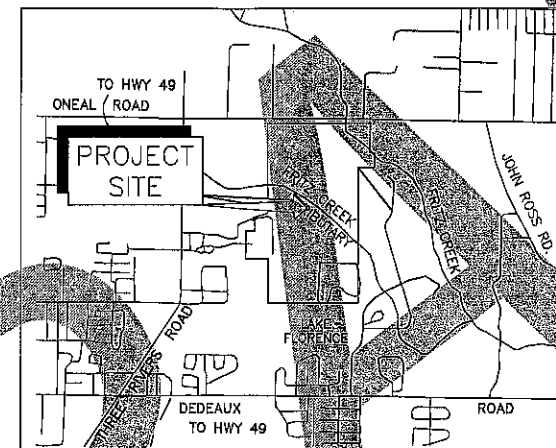
State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, RYAN GOLDIN, Manager/Member of FLORENCE GARDENS, LLC, who acknowledged to me that he signed, sealed, and delivered this plat as authorized to do so by the corporation on the day and in the year set forth above.

GIVEN under my hand and seal this the _____ day of _____, 2022.

My commission expires:

NOTARY PUBLIC



VICINITY MAP
(N.T.S.)

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of FLORENCE GARDENS, PHASE 7 is hereby approved and accepted by the Gulfport City Planning Commission in accordance with its procedure for approving this plat and plans this the _____ day of _____, 2022.

CHAIRMAN, CITY PLANNING COMMISSION

CERTIFICATE OF ACCEPTANCE

This Plat has been submitted to and approved by the Mayor and City Council of the City of Gulfport, Mississippi, by order adopted and entered on their official Minute Book _____, Page(s) _____, held on the _____ day of _____, 2022.

Billy Hewes
Mayor, City of Gulfport

F.B. "Rusty" Walker, IV
Council President, City of Gulfport

SURVEYOR'S CERTIFICATE

I, JEFFREY C. COLLINS, a Professional Land Surveyor in 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 _____, 2022.

JEFFREY C. COLLINS, P.S. No. 2742

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JEFFREY C. COLLINS, P.S., who acknowledged to me that he signed, sealed, and delivered the foregoing certificate on the day and in the year set forth above for the purpose(s) therein expressed.

GIVEN under my hand and seal this the _____ day of _____, 2022.

My commission expires:

NOTARY PUBLIC

CERTIFICATE OF RECORDATION

Filed and recorded by duplicate in the Record of Plats of Harrison

County, Mississippi, in Plat Book _____, Page _____, on the _____ day of _____, 2022.

CHANCERY CLERK

By:

DEPUTY CLERK

CERTIFICATE OF COMPARISON

We, the undersigned, do hereby certify that we have compared the ORIGINAL plat with the DUPLICATE plat of FLORENCE GARDENS, PHASE 7 and find the same to be an exact duplicate thereof.

CHANCERY CLERK

DEPUTY CLERK

JEFFREY C. COLLINS, P.S.

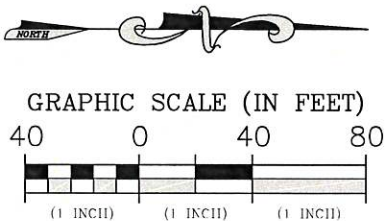
CITY ENGINEER'S APPROVAL

A bond or certified check has been posted, which is available to the city and in sufficient amount to assure such completion of all required improvements.

Final approval of Layout of Plat on this the _____ day of _____, 2022.

Wayne E. Miller, P.E.
Gulfport City Engineer

SHEET 1 OF 3



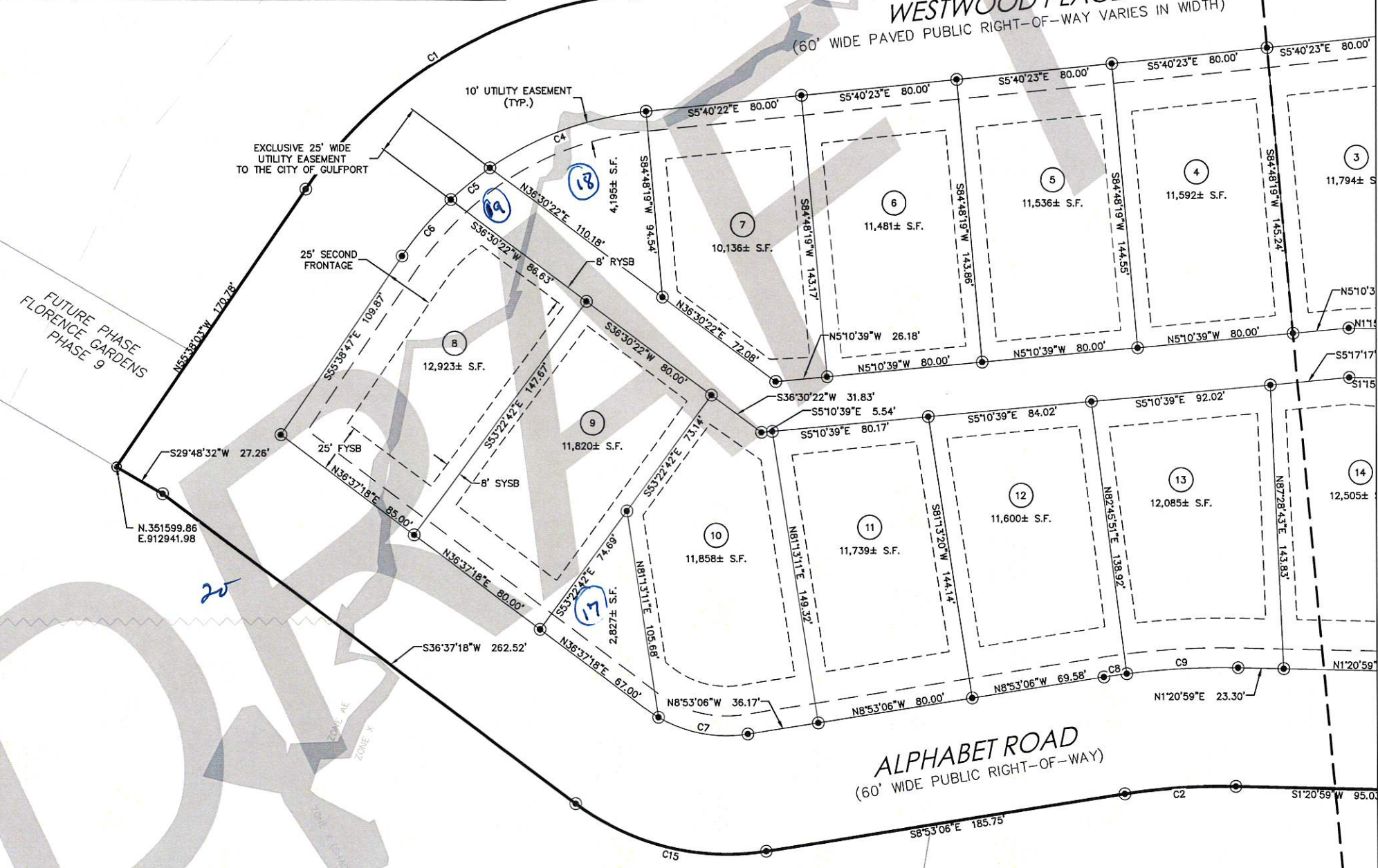
Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.999955874113 Convergence Angle = -00°06'54.90475442" (at the Point Of Beginning)

MISSISSIPPI CLASS "B" SURVEY

LEGEND

- = 1/2" iron rod found (unless otherwise noted)
- ⊙ = 1/2" iron rod set with cap (COA S-0007)
- P.O.B. = Point Of Beginning
- A.P.R. = As Per Record
- A.P.S. = As Per Survey

CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C1	202.48'	50°26'25"	230.00'	N 30°25'35" W	196.00'
C2	57.14'	10°13'48"	320.00'	S 3°46'02" E	57.06'
C4	85.87'	28°56'28"	170.00'	S 19°40'36" E	84.96'
C5	25.90'	8°43'51"	170.00'	S 38°30'46" E	25.88'
C6	37.88'	12°46'06"	170.00'	S 49°15'44" E	37.81'
C7	47.33'	38°44'28"	70.00'	N 10°29'09" E	46.43'
C8	10.53'	1°25'54"	421.54'	N 8°03'19" W	10.53'
C9	57.32'	8°40'20"	378.70'	N 2°58'45" W	57.27'
C15	103.25'	45°30'24"	130.00'	S 13°52'06" W	100.56'



SURVEY NOTES:
Field work completed ?? 2022.
The total area contained within this plat is 7.543 Acres, more or less.
By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED), AND ZONE AE of the flood hazard boundary and flood insurance rate map Version Number: 2.3.3.3
Map Number: 28047C0260H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone R1-10 (See Lots 1 & 8 for typical setbacks)

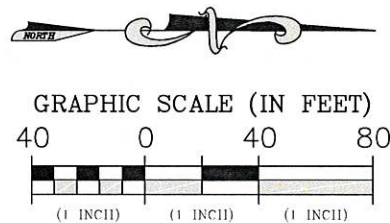
- FYSB (FRONT YARD SET BACK) 25'
- SYSB (SIDE YARD SET BACK) 8'
- Second Frontage 25'
- RYSB (REAR YARD SET BACK) 8'
- (ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

FLORENCE GARDENS PHASE 7

401 Cowan Road, Suite A,
Gulfport, MS 39507
(228)864-7612
Fax (228)864-7676

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
Fax: (228)436-7676

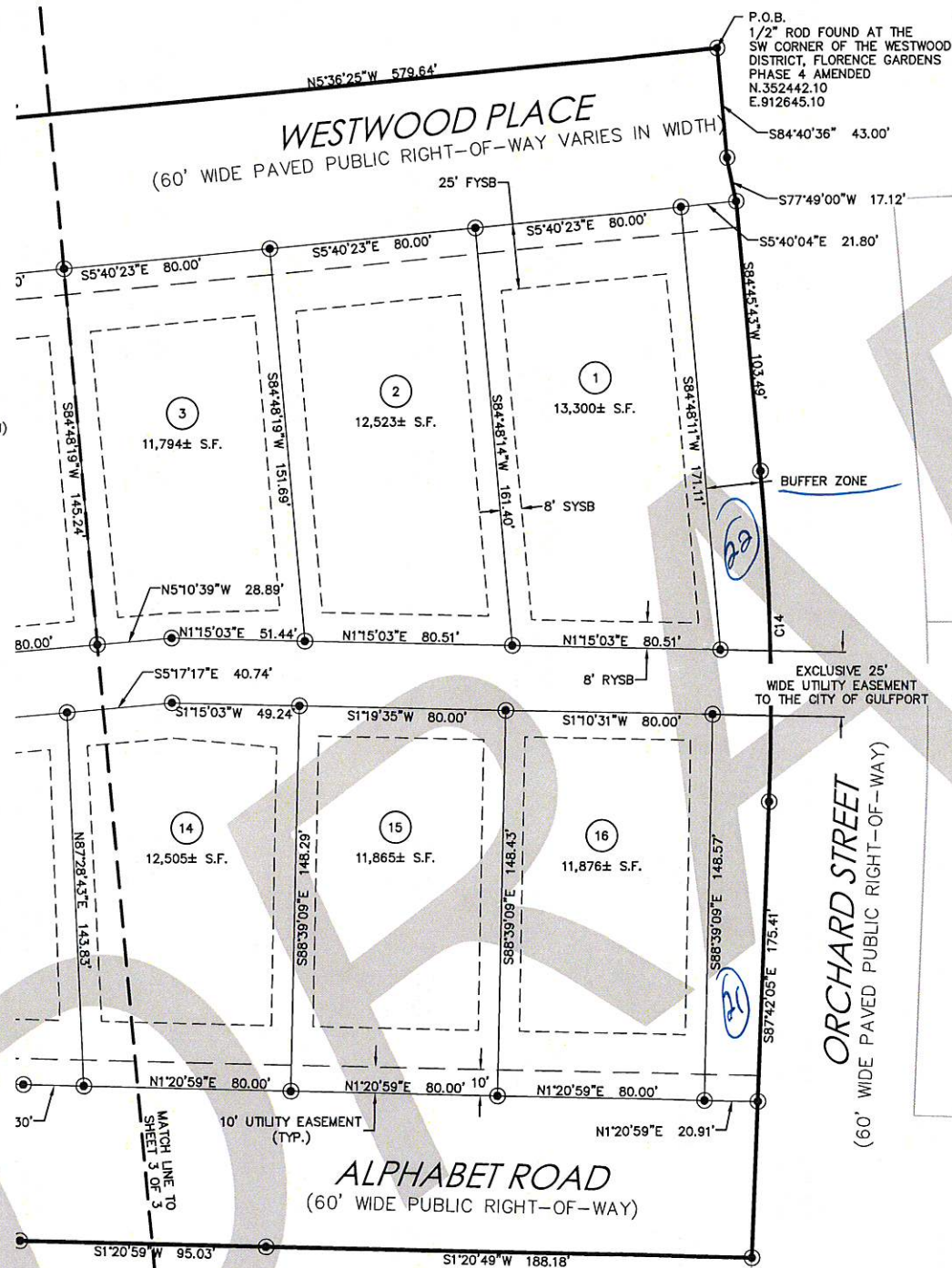


Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc.
Scale Factor = 0.999955874113
Convergence Angle = -00°06'54.90475442" (at the Point Of Beginning)

MISSISSIPPI CLASS "B" SURVEY

LEGEND

- = 1/2" iron rod found (unless otherwise noted)
- = 1/2" iron rod set with cap (COA S-0007)
- P.O.B. = Point Of Beginning
- A.P.R. = As Per Record
- A.P.S. = As Per Survey



CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C14	127.59'	7°32'12"	970.00'	S 88°31'49" W	127.50'

SURVEY NOTES:

Field work completed ?? 2022.

The total area contained within this plot is 7.543 Acres, more or less.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED), & ZONE AE of the flood hazard boundary and flood insurance rate map.
Version Number: 2.3.3.3
Map Number: 28047C0260H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone R1-10 (See Lots 1 & 8 for typical setbacks)

FYSB (FRONT YARD SET BACK) 25'
SYSB (SIDE YARD SET BACK) 8'
Second Frontage 25'
RYSB (REAR YARD SET BACK) 8'

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

FLORENCE GARDENS, LLC
TAX PARCEL #0908C-01-001.000

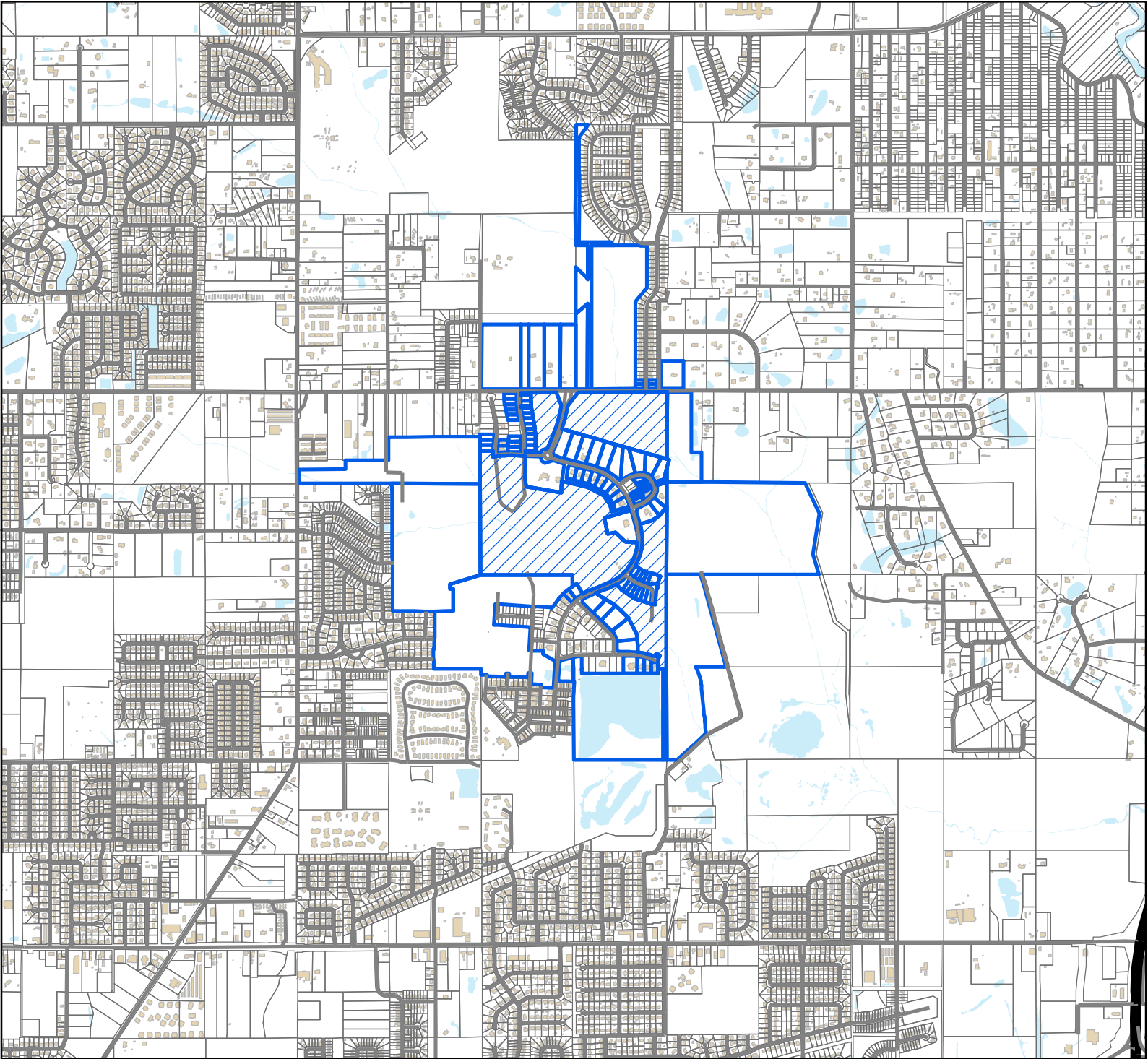
FLORENCE GARDENS PHASE 7

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax (228)864-7676

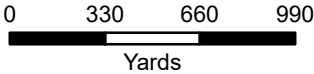
bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
Fax (228)436-7676

SHEET 3 OF 3



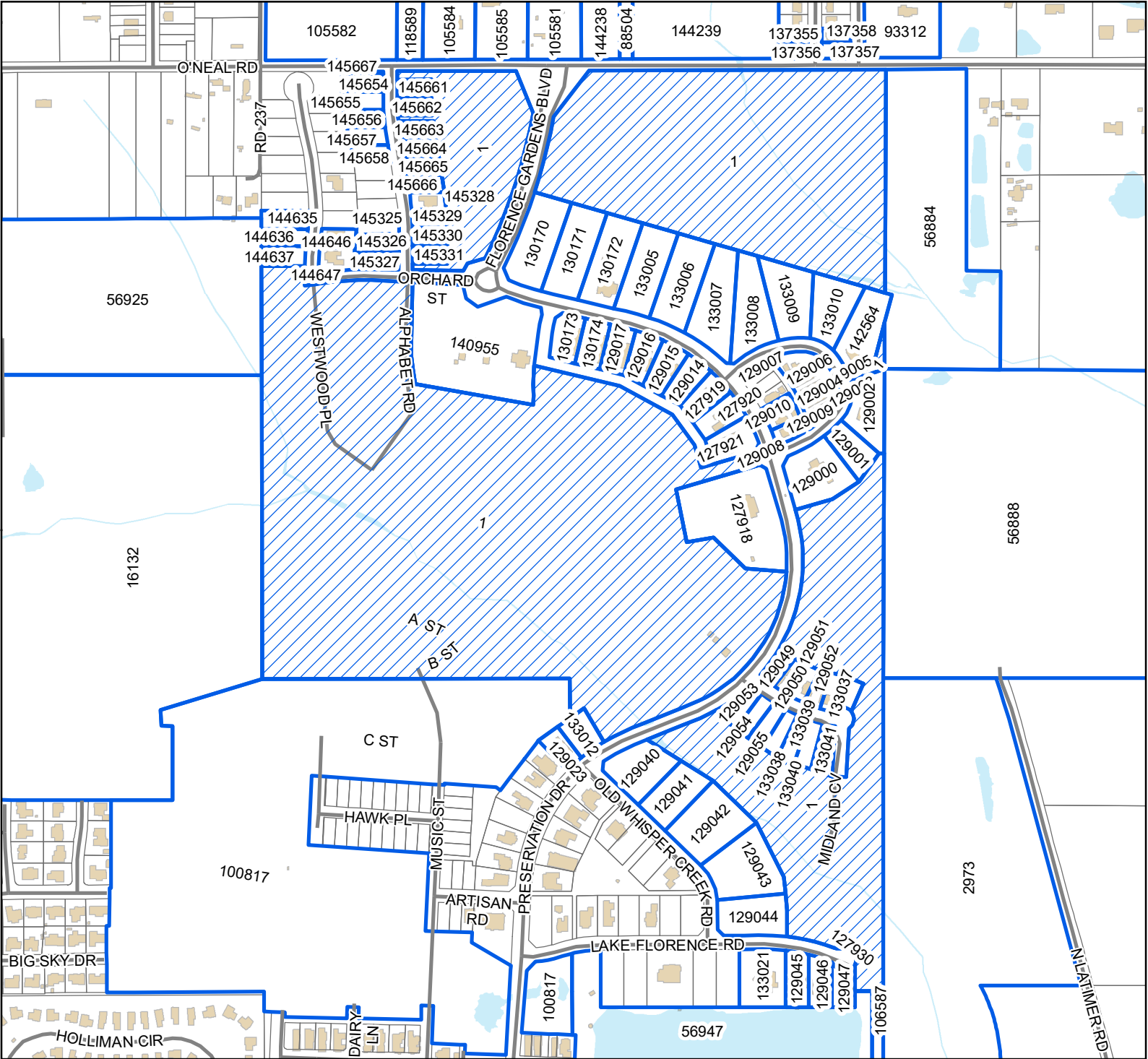
- Site
- Adjacent Properties
- US or State Highway
- Street
- Alley
- Buildings
- Water Features



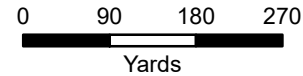
1 inch = 2,000 feet



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
- Adjacent Properties
- Street
- Alley
- 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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			FLORENCE GARDENS LLC (OWNER)	12321 PRESERVATION DR	GULFPORT	MS	39503
Y			BROWN MITCHELL & ALEXANDER, INC (AGENT)	131 RUE MAGNOLIA	BILOXI	MS	39503
Adjacent Property Owners							
	129006	0908C-01-001.011	BAKER DONALD G & MARY A -TRUSTEES-	13059 HARTLEY CIR	GULFPORT	MS	39503
	105582	0907N-01-003.003	BANKS ANNEITTA E	15350 HWY 49 N	GULFPORT	MS	39503
	144635	0908C-01-001.046	BARANELLO JOHN PAUL & PAMELA ANN	12517 WESTWOOD PLACE	GULFPORT	MS	39503
	129045	0908F-01-032.000	BENTZ JULIE	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
	129050	0908C-01-001.024	BORMANN LEAANN	13058 MIDLAND COVE	GULFPORT	MS	39503
	145664	0908C-01-001.077	BOST GARY B & DONNA M	12554 ALPHABET RD	GULFPORT	MS	39503
	145665	0908C-01-001.078	BOWEN JOSEPH A & SHERRY A	12546 ALPHABET RD	GULFPORT	MS	39503
	129010	0908C-01-001.015	BRODSKY ELIA & KAYCI A SLAGEL	12444 PRESERVATION DR	GULFPORT	MS	39503
	130173	0908C-01-001.028	BROSIG THOMAS J & ROBIN MIDCALF	12485 PRESERVATION DR	GULFPORT	MS	39503
	129044	0908F-01-031.000	BURRELL ANDREW C & ASHLEY	12562 LAKE VILLIAGE DRIVE	GULFPORT	MS	39507
	137357	0907N-01-001.060	CHAMBERLAIN DEBORAH R	13000 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505
	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA C/O HELEN CLOWER ELMER	2003 BOTTS DR	ARLINGTON	TX	76012
	145327	0908C-01-001.062	COOLEY MICHAEL T & WEEKS AMBER M	12505 ALPHABET RD	GULFPORT	MS	39503
	129002	0908C-01-001.007	CROMWELL JASON & JOANIE	P O BOX 3597	GULFPORT	MS	39505
	144646	0908C-01-001.057	DEL RIO EDDY M & LISA Y	12512 WESTWOOD PLACE	GULFPORT	MS	39503
	129016	0908C-01-001.021	DENNIS PADRICK D & MARY M	12473 PRESERVATION DR	GULFPORT	MS	39503
	129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	13024 HARTLEY CIR	GULFPORT	MS	39503
	144637	0908C-01-001.048	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	145326	0908C-01-001.061	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145661	0908C-01-001.074	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145654	0908C-01-001.067	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145656	0908C-01-001.069	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145657	0908C-01-001.070	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145666	0908C-01-001.079	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145662	0908C-01-001.075	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	GULFPORT	MS	39503
	130174	0908C-01-001.029	FAIRLEY CLAYTON & REBECA	19219 ROAD 223	SAUCIER	MS	39574
	105585	0907N-01-003.006	FAMILY WORSHIP CENTER OF GULFPORT I	15011 PARKWOOD DRIVE	GULFPORT	MS	39503
	56925	0908D-01-015.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	M3	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	130171	0908C-01-001.026	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	130170	0908C-01-001.025	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133010	0908C-01-001.035	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133006	0908C-01-001.031	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133007	0908C-01-001.032	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133008	0908C-01-001.033	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133039	0908F-01-040.002	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	129055	0908F-01-040.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129042	0908F-01-029.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	129040	0908F-01-027.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133009	0908C-01-001.034	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133040	0908F-01-040.003	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	133038	0908F-01-040.001	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	16132	0908E-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56947	0908F-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	145667	0908C-01-001.080	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
	2973	0908G-01-003.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503
	129008	0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
	129009	0908C-01-001.014	GADDY BRYAN & HANNAH	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
	145331	0908C-01-001.066	GAGNE CONSTANCE	12506 ALPHABET RD	GULFPORT	MS	39503
	129014	0908C-01-001.019	GIBSON JASON & ERIN L	12469 PERSEVTION DR	GULFPORT	MS	39503
N	129015	0908C-01-001.020	GIBSON JASON THOMAS & ERIN LYNN	12469 PRESERVATION DR	GULFPORT	MS	39503
	133021	0908F-01-051.000	GOLDIN JASON	13099 LAKE FLORENCE RD	GULFPORT	MS	39503
	140955	0908C-01-001.037	GOLDIN MARTIN C	12503 PRESERVATION DR	GULFPORT	MS	39503
	127921	0908C-01-001.004	GUIROLA LOUIS JR & STEPHANIE	12453 PRESERVATION DR	GULFPORT	MS	39503
	127930	0908F-01-002.000	GULFPORT CITY OF				0
	133037	0908F-01-037.001	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
N	129052	0908F-01-037.000	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
	145658	0908C-01-001.071	HEAD TRACY G	12553 ALPHABET ROAD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
	129054	0908F-01-039.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
	129053	0908F-01-038.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
	144636	0908C-01-001.047	LANDON HOMES LLC	9113 OLD CCC CAMP ROAD	OCEAN SPRINGS	MS	39564
	145328	0908C-01-001.063	LEIGH STANLEY & WYNELL	12530 ALPHABET RD	GULFPORT	MS	39503
	105581	0907N-01-003.007	LOFTIN CONSORCIA S -TRUSTEE-	14481 AUTUMN CHASE	GULFPORT	MS	39503
	130172	0908C-01-001.027	LOVELL FRANK A & NANCY D	40 54TH ST	GULFPORT	MS	39507
	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
	129041	0908F-01-028.000	MCVAY LARRY C II & EDIRNE A	12190 OLD WHISPER CREEK DR	GULFPORT	MS	39503
	145325	0908C-01-001.060	MELLO JOAQUIN NICOLAS & NICOLE T	12521 ALPHABET RD	GULFPORT	MS	39503
	129007	0908C-01-001.012	MITCHELL ROBERT ARTHUR	13063 HARTLEY CIR	GULFPORT	MS	39503
	137356	0907N-01-001.059	MY COTTAGE HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	127919	0908C-01-001.002	OTERO MICHAEL & STACEY L	12461 PRESERVATION DR	GULFPORT	MS	39503
	145663	0908C-01-001.076	PETERSON TODD MICHAEL & JANA MARIE	12562 ALPHABET RD	GULFPORT	MS	39503
	137358	0907N-01-001.061	PHAN JENNIFER HUYEN & HO GIAU THI N	13008 TURTLE CREEK PKWY	GULFPORT	MS	39503
	145655	0908C-01-001.068	POOLE LARRY SR & CRYSTAL A	12577 ALPHABET ROAD	GULFPORT	MS	39503
	93312	0907O-01-023.023	RANKIN OTIS G & DEBRA S	12530 O'NEAL RD	GULFPORT	MS	39503
	129017	0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
	145329	0908C-01-001.064	SISSON FALON R & ADAM P	12522 ALPHABET RD	GULFPORT	MS	39503
	129005	0908C-01-001.010	SMITH RONNIE J & JESSICA ANNE	13055 HARTLEY CIRCLE	GULFPORT	MS	39503
	144647	0908C-01-001.058	SPIERS BENNIE P & DEBRA J	12508 WESTWOOD PL	GULFPORT	MS	39503
	133005	0908C-01-001.030	STANICH CHARLES A & ROXANNE Q	3505 FORREST PRESERVE CIR	GAUTIER	MS	39553
	129047	0908F-01-034.000	SUROWIEC WALTER JOSEPH	13081 LAKE FLORENCE RD	GULFPORT	MS	39503
	137355	0907N-01-001.058	TATE COREY RENEE JR	13009 TURTLE CREEK PKWY	GULFPORT	MS	39503
	144239	0907N-01-001.099	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
N	144238	0907N-01-001.098	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
	88504	0907N-01-001.000	TURTLE CREEK SUBDIVISION LLC	P O BOX 4579	HOUSTON	TX	77210
	129001	0908C-01-001.006	VO SANG & HONG-AN NGUYEN	10219 BELLE VUE RD	D'IBERVILLE	MS	39540
	56888	0908B-01-008.000	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
	129046	0908F-01-033.000	WALTZ ROBERT D & BRENDA M	13087 LAKE FLORENCE DRIVE	GULFPORT	MS	39503
	129049	0908C-01-001.023	WARD PHILLIP	13062 MIDLAND COVE	GULFPORT	MS	39503
	142564	0908C-01-001.038	WESSON AUGUSTUS & ASHLEY	13050 HARTLEY CIRCLE	GULFPORT	MS	39503
	145330	0908C-01-001.065	WINTER DAVID S & ANNE H	12514 ALPHABET RD	GULFPORT	MS	39503
	118589	0907N-01-003.008	YOCOM BRADLEY A & JEANIE M	13188 O'NEAL ROAD	GULFPORT	MS	39503
N	105584	0907N-01-003.005	YOCOM BRADLEY ALLEN & JEANIE MARIE	13188 O'NEAL RD	GULFPORT	MS	39503

SB

RE: Final Plat 2204PC059, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

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 28, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, April 28, 2022**. 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. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

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**Order Number:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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



Department of Engineering

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

April 25, 2022

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: Florence Gardens, Phase VII; Final Acceptance

Dear Mr. Long:

On April, 4 2022, Engineering and Public Works conducted a final inspection of the referenced subdivision, and deficiencies were noted. A follow-up inspection took place and all punch list items have been satisfactorily addressed.

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 \$7,700 is required for a period of one (1) year to cover all infrastructure except roadway, and a warranty bond in the amount of \$17,700 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
Tyler Gentry, Assistant Director of Public Works - Operations

Attachments: 1. Engineering Inspection Report
2. Map



**DEPARTMENT OF
ENGINEERING**

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Florence Gardens Phase VII
TYPE OF INSPECTION:	Final Inspection
DATE:	April 4, 2022
PERSONS PRESENT:	Jeremy Harrison, Department of Engineering Aaron James, Department of Engineering Joe Johnson, Department of Public Works Mark Kraninger, Department of Public Works Brian McKnight, Department of Public Works Brian Jones, Department of Public Works David Sanzin, Utility Partners Nick Gant, BMA Engineering Dan Ray Construction

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

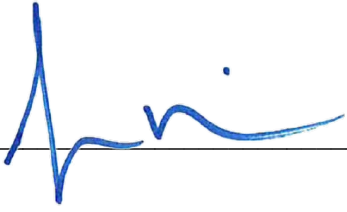
1. Are all water meters installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A
2. Are all water lines and appurtenances installed in accordance with city standards? ☒.Yes ☐.No ☐.N/A
3. Are sewer cleanouts installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A
4. Are all manholes installed in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

TRAFFIC & SAFETY:

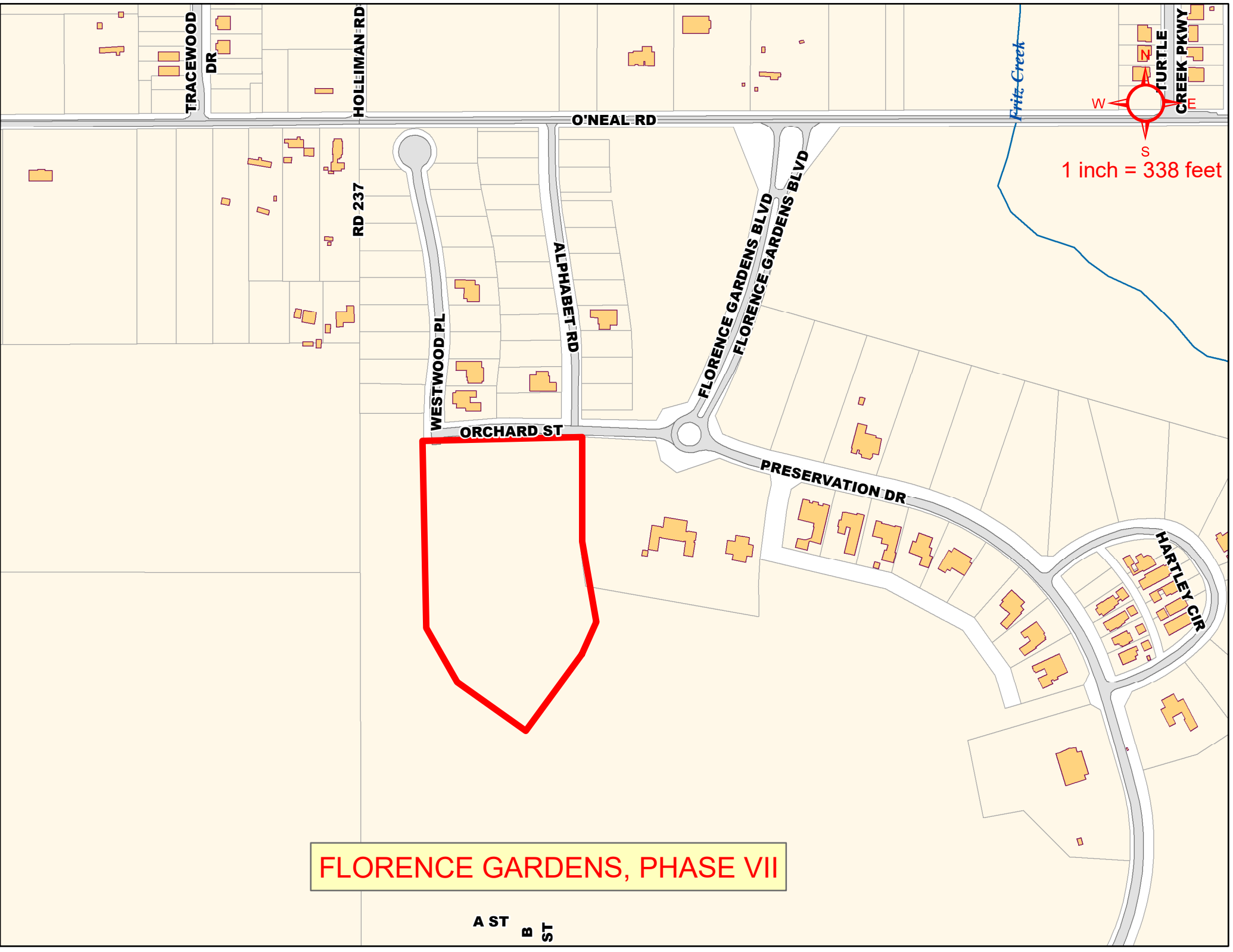
1. Are street name signs correct & in place? ☒.Yes ☐.No ☐.N/A
2. Are traffic control signs correct & in place? ☒.Yes ☐.No ☐.N/A

PUNCHLIST ITEMS

1. Adjust all water service lines within meter box for length and valve orientation **COMPLETE**
2. Grout all joints in manholes **COMPLETE**
3. Install concrete donut/grout around all valve boxes outside of roadway **COMPLETE**
4. Install reinforced concrete pad around all valve boxes within roadway **COMPLETE**
5. Install riprap along west side banks of box culvert under Alphabet Road **COMPLETE**
6. Install streetlights **COMPLETE**
7. Install all traffic control and street name signs **COMPLETE**
8. Provide as-builts in pdf and dwg format **COMPLETE**
9. Provide certification that all construction is in accordance with Gulfport Construction Standards **COMPLETE**

Signed:  Date: 4/25/2022

Name: Jeremy Harrison, P.E. Title: Assistant Director of Engineering



FLORENCE GARDENS, PHASE VII

A ST
B ST

FLORENCE GARDENS, LLC

CITY OF GULFPORT

13573

Check Number 13573

Check Date Apr 25, 2022

Check Amount \$7,700.00

Discount Take Amount Paid

Item to be Paid - Description

PH 7 BOND

7,700.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

FLORENCE GARDENS, LLC

12321 Preservation Drive
Gulfport, MS 39503

Hancock Whitney Bank
85-368/655

13573

FRAUDARMOR

DATE

Apr 25, 2022

AMOUNT

\$ 7,700.00

Seven Thousand Seven Hundred and 00/100 Dollars

PAY
TO THE
ORDER
OF:

CITY OF GULFPORT
BUILDING PERMITS
1410 24TH ST.
GULFPORT, MS 39501



Ma Johnson
T. Eld

AUTHORIZED SIGNATURE

Memo:

⑈013573⑈ ⑈06550368⑈ 0063074269⑈

FLORENCE GARDENS, LLC

CITY OF GULFPORT

Check Number 13576

Check Date Apr 25, 2022

Check Amount \$17,700.00

Discount Take Amount Paid

Item to be Paid - Description

PH 7 BOND

17,700.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

FLORENCE GARDENS, LLC

12321 Preservation Drive
Gulfport, MS 39503

Hancock Whitney Bank
85-368/655

13576
FRAUDARMOR

DATE

Apr 25, 2022

AMOUNT

\$ 17,700.00

Seventeen Thousand Seven Hundred and 00/100 Dollars

PAY
TO THE
ORDER
OF:

CITY OF GULFPORT
BUILDING PERMITS
1410 24TH ST.
GULFPORT, MS 39501

VALID VALID
VALID VALID
VALID VALID
VALID VALID

Amy Johnson
B. Bld
AUTHORIZED SIGNATURE

Memo:

⑈013576⑈ ⑈065503681⑈ 0063074269⑈

CITY OF GULFPORT PLANNING COMMISSION

2204PC059

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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 (RECUSED)
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 7. Final Plat 2204PC059

2 MR. DUCKWORTH: Final Plat 2204PC059 has been
3 duly and timely noticed as required by law. The applicant
4 requests approval of final plat for 16 lot subdivision
5 Florence Gardens Phase 8 with six outparcels zoned R-1-7.5.
6 A copy of the packet considered is hereby offered to the
7 record.

8 MR. WILLIAMS: All right. Thank you.

9 MR. SELLERS: Mr. Chairman, I need to recuse
10 myself from this one. There's two more with one in between.
11 If no one has a problem, I'm just going to sit here quietly
12 and not leave the room if that's okay. If you want me to
13 leave, I will.

14 MR. HOLMES: Technically, you need to leave
15 the room.

16 MR. SELLERS: Okay.

17 MR. WILLIAMS: If you leave the room, we'll
18 ask someone back there to get you to come back in when it's
19 the one in between.

20 (Sellers leaves room.)

21 MR. WILLIAMS: All right. Ben, you're going
22 to speak on this one.

23 MR. SMITH: Yes. Again, my name is Ben
24 Smith, 401 Cowan Road, Suite A, Gulfport, Mississippi.

25 So obviously we're requesting final plat.

1 Cory, I wanted to try to clarify one thing because I know
2 we've got things called lots and outparcels because I think
3 there's officially 17 lot -- we've got three of them so I
4 may be getting them mixed up. I want to make sure we get
5 that clarified.

6 MR. LONG: I believe on this one, when you
7 guys divided Lot 17 with that, you kind of had an outparcel
8 in this area, park, and all we're doing is we're losing an
9 outparcel but we're not gaining the lot lines. We're
10 expanding the size of the lot, and I thought that that was
11 in compliance with (inaudible).

12 MR. SMITH: That's right. We made some last
13 minute changes to one of the lots, so thank you for
14 clarifying it.

15 So anyway, happy to answer any questions you
16 guys may have.

17 MR. WILLIAMS: Any questions on this one?
18 It's the final plat, pretty straightforward.
19 All right. Thank you, sir.

20 MR. SMITH: Thank you.

21 MR. WILLIAMS: Anyone else here to speak for
22 this request?

23 Anyone here to speak against it or have
24 questions?

25 Commissioners, any questions, clarification,

1 or a motion, please?

2 MR. HANCOCK: Mr. Chair, I move we approve
3 Case File 2204PC059 with exceptions.

4 MR. WILLIAMS: Thank you, sir.

5 Have a motion to approve. Do I have a
6 second?

7 MR. PEMBERTON: Second.

8 MR. WILLIAMS: Motion and a second. Any
9 further discussion or questions, Commissioners?

10 All right. All those in favor of approving
11 this request signify by saying aye. Any opposed to it? All
12 right. It's been approved.

13 (Unanimous vote.)

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2204PC059

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 4 pages constitute a true and correct transcription of said hearing held on the 28th day of April 2022.

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 3rd day of May 2022.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 7, 2022

Re: Final Plat 2204PC061:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 26, 2022

Re: Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Jones

Second: Mr. Spann

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Yea
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Recused
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Absent
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea
GARLON PEMBERTON	– Yea

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Ben Smith

Speaking against the Petition: Charles A. Van Camp Jr. (Questions)

On April 28, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022

Technical Report
Final Plat
(Florence Gardens Phase VIII)

GENERAL INFORMATION

Case File Number: 2204PC061

Hearing Date: April 28, 2022

Current Zoning/Use: R-1-10, R-2 & R-1-15/ Vacant Property

Legal: Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 26-lot 40.65-acre residential subdivision, named Florence Gardens Phase VIII, which is extracted from 208-acres to create new properties on tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000. This new subdivision is a continuation of Florence Gardens residential development.

Minimum lot requirements for a T4+ zoning district consist of lots that are an effective minimum lot size of 2,420 square feet; this includes a lot width minimum of 18 feet wide or a maximum of 96 feet wide. Building(s) site coverage for this zoning are a maximum of 70 percent, this is to include all dwellings and outbuildings. Setback requirements for T4+ are as stands; front yard: no minimum, 18-foot maximum; Side yard: no minimum, 6-foot maximum; 2nd Frontage: 5-foot minimum, 12-foot maximum; Rear yard: 3 foot minimum; and for corner lots, rear yard setback is also 3-foot. Lot size and coverage are maintained for SmartCode T4+ zoning through the standards mentioned above. All covered or uncovered parking must consist in the third layer of each parcel, but it is suggested to park in the rear of the dwelling from an accessible alleyway if applicable. In review of the General Plan, the applicant does not meet the city's requirements for this zoning district. Street access created for this a straight-of-way that is connected to an existing roadway and provides an ingress and egress off of Alphabet Road and Music Street.

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 that the covenants for the existing Florence Gardens subdivision will apply for this request.

Any approval should consider these conditions:

1. Needs a tree survey and a tree replacement plan. The tree survey only needs to show protected trees.
2. A Final Plat with two copies of Mylar, and one copy of Linens, must be provided before case can be heard by City Council.
3. The name and right-of-way width of each street or other public way must be identified.
4. Must include all water, sewer, and drainage with final plat plans.

7.11

Technical Report
Final Plat
(Florence Gardens Phase VIII)

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 04/22/2022.

Public Works: No conditions. Memo dated 04/22/2022.

Traffic and Safety: No conditions. Memo dated 04/21/2022.

Building Code Services: No conditions. Memo dated 04/21/2022.

GIS: Must include all water, sewer, and drainage with final plat plans. Memo dated 04/21/2022.

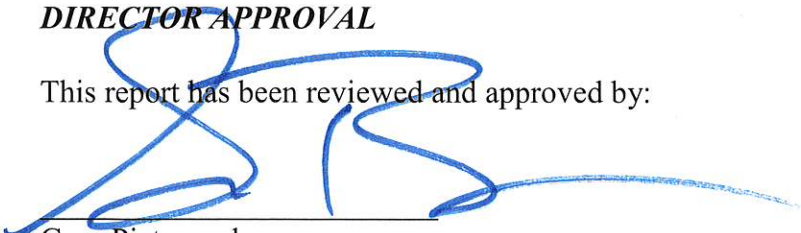
Police Department: No conditions. Memo dated 04/21/2022.

Fire Department: No conditions. Memo dated 04/19/2022.

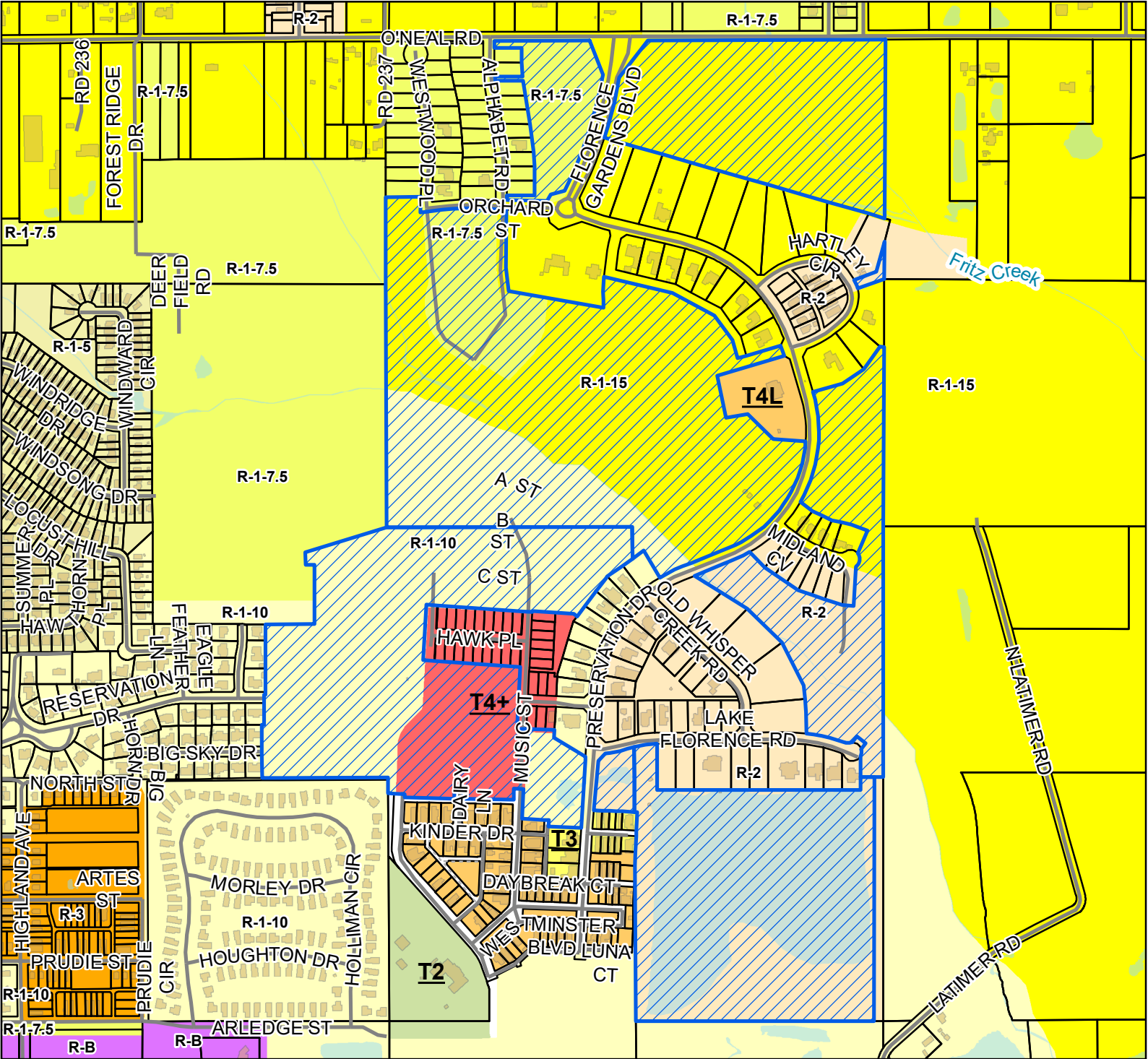
City Arborist: Needs a tree survey and a tree replacement plan. The tree survey only needs to show protected trees. Memo dated 04/19/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Legend

- Site
- Street
- Alley
- Parcels
- Buildings
- Water Features

Smart Code

- T4+
- T4L
- T3
- T2

Zoning

- R-1-10 - Single Family Residence (Low Density)
- R-1-15 - Single Family Residence District (Low Density)
- R-1-5 - Single Family Residence District (Medium Density)
- R-1-7.5 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)
- R-3 - General Residence (High Density)
- R-B - Residence-Business District

Site Information

0908E-01-001.001
0908F-01-001.000
0908C-01-001.000
Zoning: R-1-7.5 (Single-family Residence District)
Size: 208.6 acres
Flood: X

0 120 240 360
Yards
1 inch = 750 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

Property Information

TAX PARCEL #	0	9	0	8	E	-	0	1	-	0	0	1	0	0	1
	0	9	0	8	F	-	0	1	-	0	0	1	0	0	0
	0	9	0	8	C	-	0	1	-	0	0	1	0	0	0

For Staff Use Only

Case File #: 2204 PC061Date Received: 3/4/22

Receipt #: _____

Received By: CL

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: South of Lake Florence Road and Hawk Place; North of Kinder Drive; Adjacent to Preservation Drive

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into twenty-six (26) lots for the purpose of sale from home development, and update parcel line definitions

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

Florence Gardens, LLC

Printed Name Of Owner
12321 Preservation Drive

Mailing Address
Gulfport

MS

39503

City State Zip code
N/A (228) 539-5039 Office

Home Phone Work/Cell Phone
N/A

Email

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent
131 Rue Magnolia

Mailing Address

Biloxi MS 39503

City State Zip code
N/A (228) 436-7612 Office

Home Phone Work/Cell Phone
nick@bmaengineers.com

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.

February 21, 2022

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Authority to Act as Agent
Florence Gardens, Phase 8 – Application for Final Plat
Gulfport, Mississippi**

To Whom It May Concern:

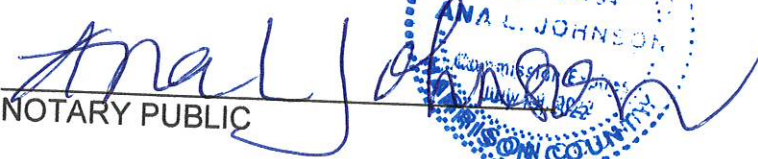
This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Lake Florence Road and Hawk Place; North of Kinder Drive; Adjacent Preservation Drive, Gulfport, Mississippi (also being tax parcel: 0908E-01-001.001, 0908C-01-001.000 and 0908F-01-001.001).

With this letter, Florence Gardens, LLC, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining Final Plat approval with the City of Gulfport.

Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738



NOTARY PUBLIC



February 21, 2022

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Covenants
Florence Gardens, Phase 8
(Tax Parcel No(s): 0908E-01-001.001, 0908C-01-001.000 & 0908F-01-001.000)**

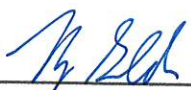
Gulfport, Mississippi

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Lake Florence Road and Hawk Place; North of Kinder Drive; Adjacent Preservation Drive, Gulfport, Mississippi (also being tax parcel: 0908E-01-001.001, 0908C-01-001.000 and 0908F-01-001.001).

With this letter, Florence Gardens, LLC, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738



NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF HARRISON

I, Ryan Goldin, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with Tax Parcel # 0908E-01-001.001, 0908C-01-001.000 or 0908F-01-001.000.


FLORENCE GARDENS, LLC

DATE: 2-22-22

VICE PRESIDENT
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 22 day of Feb, 2022.


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



1st Judicial District
Instrument 2005 13959 D J1
Filed/Recorded 4 4 2005 3 53 P
Total Fees 14.00
5 Pages Recorded

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, SEAWAY DEVELOPMENT COMPANY, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto FLORENCE GARDENS, LLC, a Mississippi limited liability company, the following described real property situated and being located in the First Judicial District, Harrison County, State of Mississippi, as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to any and all recorded restrictive covenants, easements, rights of way, and oil, gas and mineral reservations of record.

The taxes for the current year are assumed by the Grantee.

WITNESS THE SIGNATURE of the duly authorized member of said company this the 15th day of November, 2004.

SEAWAY DEVELOPMENT COMPANY, LLC

BY: Martin C. Goldin
Martin C. Goldin, Member

3405H-09

~~3262-H~~

0908C-01-001,000
0908B-01-006,000

EXHIBIT A

Page 1

PARCEL I

Being one and the same as that parcel acquired by Warranty Deed from William Russell Love and Amanda Collins Love dated January 22, 1999, and recorded in Deed Book 1439 at Page 11:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP FOUND AT THE NORTHWEST CORNER OF SECTION 1, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE WEST LINE OF SAID SECTION 1, S00°24'10"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH MARGIN, N89°12'31"E 344.74' TO AN IRON ROD FOUND; THENCE S01°10'15"W 871.18' TO AN IRON ROD FOUND; THENCE S89°08'57"E 149.99' TO AN IRON ROD FOUND; THENCE S01°10'45"W 442.60' TO AN IRON ROD LYING ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG SAID SOUTH LINE, S89°50'03"W 477.00' TO AN IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG THE WEST LINE OF SECTION 1, N00°24'10"E 1312.39' TO THE POINT OF BEGINNING, CONTAINING 11.661 ACRES.

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EXHIBIT A
Page 2

PARCEL II

Being one and the same as that parcel acquired by Warranty Deed from Adrian O'Neal, et al, Trustees of the Edon Family Trust, dated September 28, 1998, and recorded in Deed Book 1426 at Page 205:

A PARCEL OF LAND BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, LYING SOUTH OF THE SOUTH MARGIN OF O'NEAL ROAD, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, S00°13'23"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD; SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°24'10"W 2849.82' TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°08'28"E 1319.91' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, N89°53'59"W 1348.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, N00°11'30"W 1327.38' TO A LIGHTYARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, S89°45'21"W 1328.38' TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°35'03"W 1343.79' TO AN IRON ROD FOUND AT A FENCE CORNER POST, BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°37'03"W 838.84' TO AN IRON PIPE FOUND; THENCE N00°24'31"E 451.93' TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, N89°45'18"E 2715.42' TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES. SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

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EXHIBIT A
Page 3

PARCEL III

Being one and the same as that parcel acquired by Alan H. Goldin, et al., by Warranty Deed from Lewis N. Vance and Jeff Vance dated July 15, 1998, and recorded in Deed Book 1416 at Page 417:

All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4, Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2667.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 268.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°26'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.28 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'05" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 289.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

Together with a non-exclusive, perpetual easement for ingress and egress more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 60.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

AND ALSO, the following parcel which is conveyed by quitclaim, without warranty and may be subject to claims of others:

A parcel of land within the SW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, lying North of the Mississippi Power Company easement and described as starting at the SE corner of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West and run West a distance of 465.6 feet for the point of beginning; thence continue West a distance of 203.9 feet; thence run South 84.3 feet; run thence Northeast along the Southern boundary of the Mississippi Power Company easement a distance of 220.6 feet to the point of beginning

Prepared By and Return to:
William C. Smith III
Roger W. Williams
WATKINS & EAGER PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Master Deed Restrictions

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," establishes these Master Deed Restrictions ("Master Deed Restrictions") on the 31st day of March, year of 2006. These Master Deed Restrictions are filed in lieu and in place of the Declaration of Covenants, Conditions and Restrictions for Florence Gardens, which were filed in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi on July 19, 2005 as Instrument Number 2005 17258 D. The aforesaid Declaration of Covenants, Conditions and Restrictions for Florence Gardens is hereby cancelled and terminated and of no further force of effect. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots or Parcels in Florence

Gardens and have joined in the execution of these Master Deed Restrictions to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to these Master Deed Restrictions.

STATEMENT OF PURPOSE:

- A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.
- B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.
- C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.
- D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.
- E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.
- F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

Restrictions and continues so long as Founder owns any property, Lot or Parcel in the Master Plan Area.

IMPOSITION OF DEED RESTRICTIONS:

The Founder hereby subjects to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, any additional property which is subject to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") and limited common areas ("Limited Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed. All property within the Master Plan Area shall be sold, held and conveyed subject to the terms, conditions, rights, reservations and obligations set forth herein which shall run with the land and be binding on all parties owning any part, Parcel or Lot in Florence Gardens.

ARTICLE I: | Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

1.2. Documents.

(a) Master Plan. The Master Plan is the plan or layout for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Design Standards during the development stage and to impose other restrictions designed to further the development of Florence Gardens. The reference to a deed herein shall refer to a deed as the context may require.

(c) Declaration. Each "Declaration" shall be a Declaration of Charter, Easements, Covenants and Restrictions, which provides for the ongoing operation and

maintenance of a portion of Florence Gardens. The Neighborhood (as defined in 1.4 Land Definitions, below) will have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Florence Gardens, including mixed use and commercial development may have a separate Declaration as well. The "Declaration" does not refer to the Declaration of Covenants, Conditions and Restrictions for Florence Gardens recorded on July 19, 2005, which has been terminated and is of no further force or effect.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founder, the Association or, with the approval of the Founder or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Standards. The "Design Standards" or "Florence Gardens Design Standards," as further described below in Section 3.1, regulate land use, architecture and environment within Florence Gardens.

1.3 Parties.

(a) Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Parcel. Founder may also refer to Founder's successors and assigns if Founder so designates.

(b) Association. As further described in Section 1.6, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Town Center Declaration may also establish an Association or other management entity. Each Association may accept title to and own land within the Master Plan Area designated as Commons and be responsible for maintaining it and enforcing the Declaration. It is contemplated that there may be other Associations including, but not limited to condominium Associations. The term "Association" herein may refer to both the singular and the plural, as the case may be.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.4 Land Definitions.

(a) Florence Gardens. "Florence Gardens" is all of the property made subject to the Master Deed Restrictions. Florence Gardens initially comprises the Master Plan Area; however, additional land may be added at any time in accordance with the terms of the Master Deed Restrictions.

(b) Master Plan Area. The "Master Plan Area" comprises approximately 355 acres, including the property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified traditional neighborhood development.

(c) Neighborhood. The "Neighborhood" shall be the primarily residential District of Florence Gardens, which shall be subject to the Neighborhood Declaration sometimes referred to as the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood.

(d) District. A "District" is a general type of land use within the Master Plan Area such as Neighborhood (residential) and Town Center (mixed used and commercial). Other Districts may include apartments, condominiums or other land uses. Each District may be subject to a separate Declaration at the sole option of the Founder.

(e) Town Center. The "Town Center" or other name that is adopted by the Founder is intended to be the mixed-use and commercial District of Florence Gardens and, if developed, may be subject to a separate Declaration at the sole option of the Founder.

(f) Commons. "Commons" or "Common Areas" comprises real property or property interests within the Neighborhood, Town Center or other Districts designated as Commons, Common Areas or identified as common area on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(g) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Commons which comprises real property within a District designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of Lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by the Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

(h) Zone. "Zones" are smaller contiguous areas within Florence Gardens of distinct character, building type or within a specific location. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone. Zones will be established or created at the sole discretion of the Founder.

(i) Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominiums, apartments, commercial or other mixed use designations whose owners may form their own association.

j) Parcel. A "Parcel" is the smallest portion of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable Lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel.

The Founder may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel. The Founder may designate Parcels for residential, commercial, mixed use, condominium or other such land use.

(k) Property. "Property" as used sometimes herein shall be the land subject to these Master Deed Restrictions as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

(l) Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities. Other uses are permissible in the discretion of the Founder.

(m) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an

apartment or condominium unit, and a residential dwelling within a mixed-use building. Residential Units may be established at the discretion of the Founder.

(n) Condominium. "Condominium" means that form of ownership of property under which units of improvements are subject to ownership by different owners and there is appurtenant to each unit as part thereof an undivided share in the common areas. The Founder for itself and its successors and assigns may establish Parcels or Lots as condominiums in any Zone or District.

(o) Fines. "Fines" or fines constitute a lien and are enforceable in the same manner as assessments.

1.5 Design Review Definitions.

(a) Design Review Committee. The "Design Review Committee" is the panel established by these Master Deed Restrictions to administer the Design Standards.

(b) Design Standards. The "Design Standards" establishes the plan for the development of Florence Gardens through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Standards do not need to be recorded to be effective but shall be available from the Design Review Committee. The Design Standards may be changed from time to time by the Founder or the Design Review Committee.

(c) Development Period. The Development Period begins immediately upon recording of this instrument and continues until

(i) six months after the Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business; or

(ii) the Founder terminates its rights concerning the Development Period by written, recorded notice.

During the Development Period, the Founder shall select the members of the Design Review Committee, and shall have the right to amend, alter and change the Master Deed Restrictions or any other document, Declaration, rule, or guideline at any time without the consent of any person, party or entity.

1.6 Association Definitions.

(a) Association. Any District Declaration shall each establish an entity to maintain the portion of the Commons contained within the area made subject to the

respective Declaration, and to enforce the Declaration. To accomplish this each District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Town Center Declaration or other commercially oriented Districts may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.

(c) Board. "Board" is the Board of Directors of the Association.

(d) Articles. "Articles" are the Articles of Incorporation of the Association.

(e) Bylaws. "Bylaws" are the Bylaws of the Association.

(f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.

(g) Assessments. "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

(iv) Other Assessments. Other Assessments may be charged as provided in these Master Deed Restrictions or in the applicable Declaration.

ARTICLE II: | Development
Plan

2.1 Mixed Use.

(a) Separate Declarations. The Founder intends to develop residential, condominium, rental apartment, mixed-use and commercial Districts within the Master Plan Area, all of which are intended to be an integral part of the community. These Districts will each be submitted and subject to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, to establish budgets, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Florence Gardens will require cooperation between the District Associations or other management entities including any merchants' associations, if any. It is anticipated that the entities will meet on a regular basis to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Florence Gardens," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to Florence Gardens ("Additional Property") by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founder, or a related or affiliated entity (or with the consent of the owner and the Founder), shall be considered "Qualified Properties":

(i) property, any portion of which is within one mile of any portion of Florence Gardens, whether or not contiguous (including property separated from Florence Gardens by a public street, body of water or other property); or

(ii) any other property with a reasonable relationship to Florence Gardens as determined by Founder.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founder intends that any property within Florence Gardens which is conveyed or leased to a party other than the Founder be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale

agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Florence Gardens.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founder for the development of Florence Gardens. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses all at the sole discretion of Founder.

ARTICLE III:

Design Standards

3.1 Establishment of Design Standards. The Founder has established the Design Standards, which comprises the following, all as may be amended from time to time:

(a) The Architectural Regulations, which guide the design of buildings and other “vertical” improvements and describe the materials of which these improvements may be constructed; and

(b) Landscape Regulations, which regulate erosion control, stormwater detention, irrigation, landscape lighting, preservation of existing trees, the planting of new trees and plants, walkways, pathways, gardens and any other such “horizontal” improvements.

(c) Design Review Procedures which describe the review process for compliance with all of the above.

In addition, the Founder shall promulgate a Master Plan and the Founder and/or the Design Review Committee shall promulgate such other rules and regulations regarding setbacks, Lot coverage and other matters.

All construction within the Master Plan Area shall comply with the Design Standards in effect at the time of the submittal, unless a variance is granted as provided herein.

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, mixed use, restaurants, schools, private clubs, hotels, bed and breakfasts or other commercial use, shall be determined based on the Design Standards and the terms of the applicable Declaration. At the Founder’s discretion, the Founder shall record the determination of permitted uses at the time of the Parcel’s addition to Florence Gardens, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make

such a determination of record, the Design Standards, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Standards in accordance with Section 3.4; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 [Intentionally Deleted]

3.4 Modification of the Design Standards. With the consent of the Founder, the Design Review Committee may revise any part of the Design Standards from time to time for any of the following reasons:

- (a) To make changes which the Design Review Committee believes will better accomplish the objectives of Florence Gardens;
- (b) To include new materials or techniques deemed to be suitable to Florence Gardens;
- (c) To adjust for market conditions; or
- (d) To recognize changing land use conditions over time, both from within and outside Florence Gardens.

3.5 Applicable Governmental Codes. It is the intent of the Founder that the Design Standards be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder and the Design Review Committee shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Standards.

ARTICLE IV: | Review Procedure

4.1 Design Review Committee. The Design Review Committee shall have a minimum of three members as follows:

- (a) Founder's Appointees. The Founder shall appoint all of the members during the Development Period, as defined in Section 1.5. Founder's appointees shall serve at the pleasure of the Founder.
- (b) Association's Appointees. At the sole discretion of the Founder during the Development Period, The Neighborhood, Town Center and any other District Associations may be permitted to appoint one or more members who are not affiliated with the Founder to the Design Review Committee. Such appointees, if permitted by Founder, shall vote on matters based upon the authority granted them by the Founder.

After the Development Period, assuming that a Town Center Association and other District Associations are formed, the Neighborhood Association shall appoint members to the Design Review Committee who are not Owners within the Town Center or any other Districts. The Neighborhood will retain the voting power of sixty percent (60%) of the total members of the Design Review Committee. The Town Center Association shall appoint members with the voting power of twenty percent (20%) of the total members' voting power. The other District Associations shall collectively by any method they agree appoint members with the voting power of twenty percent (20%) of the total members' voting power, each voting their respective percentages either as a block or by individual Association as they determine in their sole discretion. In the event that there is only other District Associations or the Town Center Association in effect at end of the Development Period, but not both, then the Neighborhood will retain the voting power of eighty percent (80%) until such time as there are either a Town Center or other District Associations established at which time the Neighborhood Association's voting power will be reduced to sixty percent (60%).

Any of the Town Center and District Associations may establish a Design Review subcommittee of the Design Review Committee that has powers established in this Article IV. Membership of the respective Design Review subcommittees must include the voting members of the Design Review Committee who are members of a District Association.

4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Committee must review and approve construction plans, the contractor and/or builder, and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved. Also, if following approval there is a change in designers, architects or builders, or the Parcel is sold to another party, then the new parties are subject to the same obligations as set forth herein and the new designer, architect or builder must be acceptable to the Design Review Committee.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Committee.

(c) Scope. The Design Standards shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, walls, outbuildings, drainage, paving and landscaping and all finish materials. The Design Standards may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

- (i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- (ii) driveways, walks, patios and other ground surface materials;
- (iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
- (iv) fountains, swimming pools, whirlpools or other pools;
- (v) privacy walls or other fences and gates;
- (vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
- (vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
- (viii) signage of any type; and
- (ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops and backboards, and backboards, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design. Anything to the forgoing notwithstanding, the Founder and the Design Review Committee each has the authority to require and enforce certain energy efficient standards and security and communication standards and modify those standards from time to time in its sole discretion.

(e) Trees. The Design Review Committee may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed. Setback lines, easements and right of ways

may be altered by the Founder or the Design Review Committee to accomplish the foregoing.

(f) Drainage. The Property has been designed as a low impact development which provides, among other things, for bio-retention cells and swales to facilitate surface water management. All plans shall comply with applicable drainage, water conservation, erosion control and storm water detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Committee. Notwithstanding the above, or anything contained herein, the Design Review Committee, the Founder, and the Associations shall not be liable for any adverse physical conditions, drainage, soil or other issues relating to a Lot or Parcel and construction or development thereon, nor are the Design Review Committee, the Founder and the Association liable to repair any such conditions.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

(h) Sidewalks. The Master Plan provides for a "Walkway System" within the Property. Portions of the Walkway System will be located in the rights of way adjacent to the front and side property line of Parcels or within the boundaries of the Parcels. The Founder will design the Walkway System which might include a hard walking surface, landscaping, irrigation, lighting and benches, among other improvements. The Founder will provide to the Owner of each Parcel a specific design for the segment of the Walkway System that will be located on or adjacent to any portion of his/her Parcel. Each Owner will be responsible for the cost of the construction and installation of the Walkway System adjoining his/her Parcel and will be required to construct the improvements upon demand by Founder and/or the Design Review Committee according to the approved plans and specifications designed by Founder.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Standards and overall quality of design. If the Design Review Committee rejects an application due to overall design quality, despite compliance with the Design Standards, the Design Review Committee shall make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant variances from the Design Standards based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in its Design Standards and/or other rules and regulations promulgated by the Review Board. However, a delay in reviewing an application shall not be deemed approval for construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Committee shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All Fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. All Fines constitute a lien and are enforceable in the same manner as an assessment. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. The Design Review Committee is not responsible under any circumstances for any non-compliance by Owner with respect to governmental requirements.

4.4 Approval of Architects, Builders.

(a) Generally. The creation of the Florence Gardens streetscape depends on the quality of design and construction and adherence to the Design Standards. While architects, designers and builders may be selected by the Owner, at the sole option of the Founder, which privilege may be withdrawn or modified on all or portions of the Property at any time, no architect, designer or builder may be used without the express written consent of the Founder or the Design Review Committee. Approval of architects, designers and builders is necessary to insure quality construction and a reasonable spirit of cooperation. The Founder or the Design Review Committee will publish applications, rules and procedures governing the approval of architects, designers and builders from time to time.

(b) Architects. Architects must be approved by the Founder or the Design Review Committee before submitting plans on behalf of his Owner/client. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Standards, all as determined in the Founder's and Design Review Committee's sole discretion.

(c) Builders. Builders must be approved by the Founder or by the Design Review Committee before building in Florence Gardens. Approval may be withheld for any reason or no reason in their sole unfettered discretion. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations and build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in Fines, forfeiture of the deposit and revocation of the right to build in Florence Gardens.

4.5 Enforcement.

(a) Fines. The Design Review Committee may require the builder or Owner to post a deposit from which the Design Review Committee may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Committee, the Founder or the Association may require the Owner to resolve the dispute

through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, costs and expenses even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Founder or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founder or the Association, as applicable. The Parcel shall be subject to a lien for the cost if not paid. The Founder or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Standards may be granted in particular circumstances; however, such variances shall not create a precedent for other applications. The Founder or its assignee shall have the unfettered right to interpret the Design Standards.

4.6 Liability. The Design Review Committee may act in its sole discretion in approving or disapproving all plans and specifications submitted to it. Neither the Design Review Committee, nor any individual member thereof, shall be liable to any person for any official act of the Design Review Committee in connection with submitted plans and specifications, except to the extent the Design Review Committee or any individual member thereof acted with malice or wrongful intent.

Approval by the Design Review Committee does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the Design Review Committee has approved the plans and specifications, neither the Design Review Committee nor any of its members, nor the Founder, shall be responsible or liable to any Owner, builder, contractor or any other party with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve.

Neither the Association, the Design Review Committee or any agent thereof, the Founder or any of its partners, employees, agents or consultants shall be responsible in any way for defects in any plans or specifications submitted, including drainage, revised or approved in accordance with the provisions of the Design Standards, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Design Review Committee shall be defended and indemnified by the Association in any such suit or proceeding.

No approval of plans and specification and no information in the Florence Gardens Design Standards shall be construed as representing or implying that such plans, specification or standards will, if followed, result in a properly designed Residential Unit or other structure. Such approvals and standard shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner.

4.7 Town Center. If a Town Center is developed, the Founder, during the Development Period, or the Town Center Association, after the Development Period, may at any time establish a separate Town Center Design Review Subcommittee, which shall operate in the same manner, and have the same powers, as the Design Review Committee established by these Master Deed Restrictions but which shall have jurisdiction over only that property within the Town Center. During the operation of such Town Center Design Review Subcommittee, the original Design Review Committee shall continue to be the Design Review Committee for Florence Gardens and shall continue to review and approve any construction or modification within the Neighborhood, while any construction or modification within the Town Center must be reviewed and approved by the Town Center Design Review Committee but shall not be required to be reviewed or approved by the Design Review Committee except that the Design Review Committee shall have final authority over all matters that relate to enforcement of the intent of Founder's Statement of Purpose for Florence Gardens, and to the extent that any matters addressed by the Town Center Design Review Subcommittee shall conflict with the Founder's Statement of Purpose, in the sole opinion of the Design Review Committee, the Design Review Committee shall have final authority over those matters. If the Founder or Town Center Association fail to establish such a Town Center Design Review Subcommittee, or if such board ever ceases operation, then all construction or modification within the Town Center shall be subject to review by the original Design Review Committee.

4.7a. Other Districts. Any Districts established by the Founder shall, for design review purposes, be entitled to the same method of autonomy for design review authority as the Town Center and may establish a Design Review Subcommittee. In such cases the

District Design Review Subcommittee and the Design Review Committee shall have the same scope of authority and rights as provided in 4.7, above.

4.8 Financial Support. The Associations shall pay the professionals and staff reasonable compensation for serving on the Design Review Committee, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Associations shall set the Design Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Committee to which any excess fees shall be contributed. The Design Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

4.9 Environmental Protection. To secure the natural beauty of the Property, the Design Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be hazards or threats to the environment including but not limited to such items as the application of certain fertilizers, pesticides or other chemicals. Failure of any Owner or tenant of Owner to comply with the requirements of such rules and regulations shall constitute a breach of this instrument. The Design Review Committee may further prohibit or restrict the introduction, planting or cultivation or vegetative species that the Design Review Committee in its sole discretion considers invasive or otherwise undesirable.

Areas determined to be jurisdictional wetlands by the US Army Corps of Engineers will be designated on the recorded plat for each Lot containing wetlands. Areas designated as wetlands within a Parcel may not be drained, filled, dredged, altered or otherwise impacted in any way without the express consent through the issuance of the appropriate permit(s) by the US Army Corp of Engineers and/or the Mississippi Departments of Marine Resources and/or any other state or federal regulatory agency that may have jurisdiction over wetlands. Normal mowing in wetland areas is, however, permitted.

The Association and the Founder, during the Development Period, hereby reserves unto itself a perpetual and releasable right and license on, over and under all Property including Parcels for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Founder shall be paid by the respective Owner(s) of the Parcel(s) upon which the violation occurs.

4.10 Applicability to the Founder. Notwithstanding anything contained herein to the contrary, the Founder is not obligated by and subject to the provisions of this Article IV.

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation which results in empty Lots or Parcels, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Design Review Committee within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the appropriate governing authority.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founder, who may assign these rights at any time to the Design Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founder or any entity related to or affiliated with the Founder. At the end of the Development Period as defined in Section 1.5, all of the Founder's rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Construction Time Limit. Unless otherwise specified in the deed or other recorded instrument from the Founder, Owner shall:

(a) Submit initial plans and begin the design review process within twenty-one (21) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within twenty-four (24) months from the closing date (the "Construction Start Date");

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within twelve (12) months from the Construction Start Date for Residential Parcels, and within eighteen months for Special Use Parcels and other Parcels (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (a), (b) and (d), shall be extended for casualty, extreme material shortages, extreme weather conditions other significant matters beyond the builder's control or by the approval of the Founder or Design Review Committee.

5.3 Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founder shall have the following options:

(a) As to 5.2 (a) and (b): the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel.

(b) As to 5.2 (c) and (c): Unless Owner has obtained a Certificate of Completion and Release as provided in Section 4.3, and except as provided in Section 5.4, Founder may exercise its rights against Owner as provided below at any time before the Required Completion Date or within two (2) years after the Required Completion Date (i) if the improvements are complete but do not conform to the plans approved by the Design Review Committee, or (ii) if the improvements made do conform with the approved plans but remain incomplete. Founder may preserve its enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founder may assign any or all of its rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee.

Founder may repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel, plus the Fair Market Value, as defined below, of any improvements made in accordance with plans approved by the Design Review Committee. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee equal to 10% of the Fair Market Value of any improvements made on the Parcel in accordance with plans approved by the Design Review Committee shall be deducted from the amount required to be paid to Owner by Founder.

Fair Market Value shall be defined as the value established by an independent appraiser, selected in the manner provided below (the "Independent Appraiser"), who is experienced in appraising residential properties of the character and quality of the properties developed in Florence Gardens. The method of selection the Independent Appraiser shall be as follows: Owner shall be given an opportunity to select an appraiser qualified with the experience as provided above, or in the absence of the Owner or unwillingness of the Owner to make such selection in a timely manner, an alternate shall be selected by

Founder, who is not related to Founder in any way, to make the appraiser selection on behalf of Owner; Founder will select a qualified appraiser; and the two appraisers will then, by agreement, select a third appraiser who will become the Independent Appraiser.

(c) If an improvement is commenced and construction is then abandoned for more than thirty (30) days or construction is not completed by the Required Completion Date, after the proper notice is given, the Association may impose a Fine of not less than \$500 per day on the Owner of the Parcel until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Special Assessment and a lien against the Parcel as provided.

The remedies provided in this section are at the Founder's option and may be exercised together or separately as Founder deems appropriate, and are not intended in any way to limit the remedies under Section 4.5 (b).

5.4 Subordination to Mortgage.

(a) Effect. Founder and any designee or assignee of Founder's rights under Section 5.3 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including FNMA, FHLMA, any bank, savings and loan association, credit union or other such institution) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founder or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founder shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founder or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien.

(c) Mortgage Foreclosure. If lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founder has not provided a release and satisfaction of its rights as provided in Section 5.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel and may be enforced against Lender or any subsequent Owner.

(d) Extension. If lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founder that it wishes to extend the Required Completion Date. Founder shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

(ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of four (4) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the design review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founder's rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.5 Resale Restriction. If Owner desires to sell its Parcel before construction is complete and before Owner has obtained the Certificate of Completion and Release, Owner is required to notify Founder or the Association of its intention to sale and when a agreement to purchase has been concluded, Owner is required to provide Founder or the Association with the name and address of the Owner's purchaser. In such an event, the new Owner shall be subject to all of the terms, conditions and restrictions as set forth herein, except that the Plan Submittal Date, Construction Start Date and Completion Date will be subject to amendment by the Founder or the Design Review Committee, in their sole discretion, upon the submission and approval of a revised application by the new Owner in accordance with the provisions of Article IV, above.

If an Owner fails to give the required notice prior to the sale of a Parcel upon which construction of improvements has not been completed and a Certificate of Completion

and Release has not been granted, then the Founder shall have available all remedies at law and in equity, against both the original Owner and the subsequent Owner. In addition, in such an event the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the date of the original closing of the sale from the Founder to the original Owner and all of Founder's rights, including those provided in 5.3, above, shall be preserved and binding on the new Owner.

ARTICLE VI: | Founder's Additional
Reserved Rights

6.1 Easements in Favor of the Founder. The easements reserved in this Section 6.1 are subject and subordinate to those reserved in Section 6.2. The easements provided by this section are intended to permit the Founder to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Florence Gardens and the Master Plan Area (including property separated from Florence Gardens by a public road, private road, water or other natural or manmade barrier), whether or not such properties are developed as part of Florence Gardens:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than alleys or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. If such roads become a primary means of access to a community which is not made part of Florence Gardens, and Florence Gardens does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of Florence Gardens road maintenance.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Florence Gardens and the Master Plan Area for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. These

easements may also be used for telecommunications, telephone, cable or internet services, including but not limited to the construction of facilities, as may be owned, approved or developed by Founder or its assigns and designees.

(c) Police Powers. A blanket easement throughout Florence Gardens for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Florence Gardens to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity which exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of Florence Gardens or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons at the Founder's discretion and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area.

(h) Founder's Rights and Reservations. No provisions in the Articles, the Bylaws, these Master Deed Restrictions or any Declaration shall limit, and no Owner or the Association shall interfere with, the right of Founder to subdivide or re-subdivide any portions of the Master Plan Area, or any part, Parcel or Lot of Florence Gardens to complete or alter improvements or refurbishments to and on the Commons and common facilities or any portion of the Master Plan Area owned by Founder, or alter the construction plans and designs, or construct such additional improvements or add future phases as Founder deems advisable during development period of the Master Plan Area.

Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, temporary construction trailers and sales offices as may be reasonably necessary for the conduct of Founder's business or completion of the work and disposition of the Parcels by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Parcel hereby acknowledges that the activities of Founder may temporarily or permanently constitute an inconvenience or nuisance to the Owners and each Owner hereby consents to such inconvenience or nuisance. These Master Deed Restrictions shall not limit the right of the Founder at any time prior to acquisition of title to a Parcel by a purchaser from Founder to establish on that Parcel, and Commons, additional licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Master Plan Area. The Founder need not seek or obtain Association or Board approval of any improvement constructed or placed by Founder on any portion of the Master Plan Area. The rights of the Founder under these Master Deed Restrictions may be assigned by Founder to any successor and any interest or portion of Founder's interest in a portion of the Master Plan Area by a recorded, written assignment. Notwithstanding any other provision of this these Master Deed Restrictions, the prior written approval of Founder will be required before any amendment to this Section 6.1(h) shall be effective while Founder owns a Lot or any part of a Parcel of Florence Gardens. Founder shall be entitled to the nonexclusive use of the Commons without further cost, for access, egress, ingress, use or enjoyment, in order to show the Master Plan Area to its prospective purchasers and carry out the Master Plan Area as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Parcel, an irrevocable, special power of attorney to Founder to execute and record all documents and maps necessary to allow Founder to exercise its rights under this Section 6.1(h). This Section 6.1(h) shall be applicable for so long as the Founder owns any portion of the Master Plan Area.

(i) Reservation of Easement Rights by the Founder. The Founder, for itself and its assigns, hereby reserves a nonexclusive easement and right of way in, through, over, and across any area shown as an easement on a plat and in, through, over, and across any Commons for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, telecommunication facilities, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to Florence Gardens and to other real property in the vicinity of the Master Plan Area. The Founder hereby reserves for itself and its assigns a nonexclusive easement and right of way over any and all streets and roads of the Master Plan Area for purposes of vehicular and pedestrian ingress and egress to any other lands or property

owned by the Founder, its members and assigns, or any related or affiliated entities of the Founder or its members. Any and all instruments of conveyance made by the Founder to the Association with respect to any Commons shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Founder, the Association shall from time to time execute, acknowledge, and deliver to the Founder or its assigns such further assurances of this reservation as may be necessary.

(j) Conveyance of Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights of way over any Commons for the installation, operation and maintenance of sanitary sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefiting Florence Gardens and other real property in the vicinity thereof as may be considered necessary or appropriate by the Founder or Board of Directors for the orderly maintenance, preservation and enjoyment of any Commons and for the preservation of the health, safety, convenience, and welfare of the Owners of the Parcels, or the Founder.

6.2 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain and have access to a sales office, a management office and an unlimited number of models within Florence Gardens. These facilities may be located on any Parcel or any Commons in Florence Gardens and may be relocated from time to time at the Founder's discretion. The Founder shall have the right to use any Parcel, the clubhouse and other Commons for sales, management and other purposes as it deems necessary in its sole discretion. The sales office, management office and models may be owned by different entities, including builders and other entities unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Florence Gardens. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Florence Gardens.

6.3 Commercial Use of Images. The Founder reserves the following rights:

(a) Commons. The exclusive right to grant permission, charge for or collect fees for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Florence Gardens which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting its independent permission for any part of Florence Gardens owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of Florence Gardens in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Florence Gardens or Mississippi, the development of tourism or commerce or any other similar purpose.

6.4 Name.

(a) Change. The Founder shall have the right to change the name, Florence Gardens, for all or any part of the property subject to these Master Deed Restrictions. Founder may, but is not required to, amend these Master Deed Restrictions to reflect the name change.

(b) Trademark. The Founder reserves the right to trademark the name "Florence Gardens" its logo or other name, logo or slogan of the community as a trade name owned by the Founder. An Owner of a business in the Town Center or other commercial District may use the trademarked name to describe the location of the business, and may advertise its business as being located "in Florence Gardens" or other trademarked name. If requested by the Founder, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Owner may not use the trademarked name in any other manner without the express permission of the Founder, which may be arbitrarily denied.

ARTICLE VII: | General Provisions

7.1 Assignment. Founder may assign all or any portion of its rights at any time for all or part of the Master Plan Area to a related entity, to a successor Founder, or to the Association.

7.2 Additional Property. Unless a notice is recorded specifically to the contrary, the submission of additional property to a Declaration for Florence Gardens shall automatically extend the provisions of these Master Deed Restrictions to the additional property as well. Founder may, but is not required to, record a notice in the public records extending these Master Deed Restrictions to the additional property or may modify these Master Deed Restrictions as to the additional property.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions or other Declarations or covenants or restrictions contemplated herein may be amended only with the written consent of the owners of either two-thirds of the Parcels or two-thirds of the land by acreage within the Master Plan Area whichever approval can be more readily obtained. During the Development Period, the written consent of the Founder shall be required as well for any amendment. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development.

(b) By the Founder. Notwithstanding anything contained herein to the contrary and to the extent permitted by law, and without limiting the generality of the foregoing, the Founder specifically reserves the absolute and unconditional right to amend these Master Deed Restrictions without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Master Deed Restrictions' provisions or correct errors.

(c) Limitations. Whenever any action described in these Master Deed Restrictions requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder. After assignment of Founder's rights under Articles III and IV to the Association, those provisions shall be amended as provided in the Declaration.

(d) Recording. Any amendment shall take effect upon recording in the public records.

(e) Liens. All fines, liens and assessments as contemplated herein, or in any

other Declaration or by any Association, shall be a lien on the Parcel or Lot to which it applies and is collectible by such action at law or in equity, including foreclosure, as shall afford the aggrieved party a property remedy.

(f) Resort Designation. Founder hereby reserves the right to request that all or part of Florence Gardens be designated a resort or resort destination as defined under the laws of the State of Mississippi. No Owner of any Lot or Parcel of Florence Gardens shall have the right to object to any such request by Founder.

(g) Duration; Termination. The covenants and restrictions contained in these Master Deed Restrictions shall run with and bind Florence Gardens and the Master Plan Area and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Master Deed Restrictions as of a specified date.

7.4 Enforcement. In addition to the various enforcement rights specified in this instrument, Founder may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under these Master Deed Restrictions or to seek damages.

7.5 Green Space Areas. It is the intention of the Founder that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence on the Property be maintained and enhanced by designation of certain areas of the Common Area as Green Space, Green Belts or Conservation Areas (collectively as used herein, "Green Space") as designated on the plats of the Property filed by the Founder for record with the Chancery Clerk of Harrison County.

No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Founder and the Association expressly reserve the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through Green Space and Common Area for the purpose of permitted observation and study of wildlife, hiking and non-motorized bike riding, to erect small signs throughout the Green Space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the Community Use and enjoyment of the Green Spaces. The Founder and the Association, shall have the right, but shall not be obligated, to protect from erosion all Green Space by planting trees, plants, shrubs and

other ground cover where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Founder and/or the Association, respectively. The right is likewise reserved to the Founder and/or the Association to take steps necessary to provide and insure adequate drainage ways in the Green Space and Common Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by the assessment of the Association in accordance with the provisions of this Declaration.

The use of the Common Areas, Common Facilities and Green Spaces by the Owners, their invited guests and invites shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Founder and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

7.6 Venue. All disputes, legal proceedings or arbitration shall be filed in Harrison County, Mississippi.

(Signature Page Follows)

In witness whereof, the Founder has executed these Master Deed Restrictions as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute these Master Deed Restrictions as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to these Master Deed Restrictions.

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Florence Gardens Phase 1-A is recorded in Book 46 at Page 17, Harrison County, Mississippi.

Florence Gardens Phase 1-B is recorded in Book 47 at Page 8, Harrison County, Mississippi.

Prepared By and Return to:
William C. Smith III
Roger W. Williams
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:

Florence Gardens Phase 1-A, Plat Book 46 at Page 17

Florence Gardens Phase 1-B, Plat Book 47 at Page 8

Harrison County, Mississippi



FLORENCE GARDENS

Declaration
of
Charter, Easements,
Covenants and Restrictions
For The
Residential Neighborhood of Florence Gardens

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," makes this Declaration on the 31st day of March, year of 2006.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a neighborhood development to be known as Florence Gardens. It is contemplated that Florence Gardens will be comprised of two principal Districts: the Neighborhood, which is the primarily residential District; and Town Center or something similar, which brings together a mixture of commercial and residential uses. There may be other or additional

Districts of the community. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix commercial, civic and residential uses in a way that enlivens the Neighborhood.

B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Town Center, if developed, shall be subject to a separate Declaration. The residential units within Town Center are to be made members of the Neighborhood association on a limited basis so that the residents can enjoy the recreational facilities and activities of the Neighborhood.

C. The Neighborhood will have an owners' association to own and maintain certain Commons and Limited Commons.

Florence Gardens is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Florence Gardens.

D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance Neighborhood life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the Neighborhood, and to allow for self-governing of the Neighborhood by its Owners.

DECLARATION:

The Founder, who except as set forth hereinbelow, is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits and subjects the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the Property comprising the Neighborhood shall be held, sold, conveyed and subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots in Florence Gardens and have joined in the execution of this Declaration to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to this Declaration.

ARTICLE I: Definitions

1.1 Articles. "Articles" are the Articles of Incorporation of the Association.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

- a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.
- b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Limited Common or Zone charges, if any.
- c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements, emergency expenses or other matters, in accordance with the provisions of Section 10.4.
- d) Other Assessments. Any other assessment which may be charged in accordance with this Declaration.

1.3 Association. "Association" is the Florence Gardens Residential Neighborhood Owners Association, Inc., a Mississippi nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association. The Board shall be appointed by the Founder during the Development Period.

1.5 Building. "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Florence Gardens Design Standards, a Building may be attached to another Building and share party walls. The Florence Gardens Design Standards may permit the construction of two or more Buildings or two or more Residential Units on a Lot. Interpretation of the Florence Gardens Design Standards is in the unfettered discretion of the Founder or its assignee.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association.

1.7 Commons. "Commons" or "Common Area" comprises real property within the Neighborhood as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.7(a) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Common Area which comprises real property within the Neighborhood, if any, designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by this Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

1.8 Neighborhood Roads. "Neighborhood Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. Most of the Neighborhood Roads are intended to be dedicated to the public. Any Neighborhood Roads not dedicated to the public shall be part of the Commons or Limited Commons. The Plat or Plats should be reviewed for more detailed information about roads and streets.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Florence Gardens.

1.10 Design Standards. The "Design Standards" or "Florence Gardens Design Standards" establish the plan for the development of Florence Gardens through its regulation of land use, architecture and environment. The Florence Gardens Design Standards are originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Florence Gardens Design Standards do not need to be recorded to be effective but shall be available from the Florence Gardens Design Review Committee. The Design Standards may be amended from time to time by Founder or the Florence Gardens Design Review Committee.

1.11 Design Review Committee. The "Design Review Committee" is the panel established to administer the Florence Gardens Design Standards, as established by the Master Deed Restrictions and described in Article IV.

1.12 Development Period. Development Period, as defined in this Declaration and the Master Deed Restrictions and other Declarations contemplated herein, shall mean the period of time commencing with the execution hereof and continuing for six (6) months after Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business. The Development Period may sometimes be referred to as the Construction Period.

1.13 Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns.

1.14 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately

identifiable parcels on the recorded subdivision plat(s) of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominium, apartments, commercial or other mixed use designations whose owners may form their own association.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Florence Gardens, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Florence Gardens Design Standards during the development stage and to impose other restrictions designed to further the development of the Neighborhood.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to reasonable change based on market conditions, governmental requirements and other modifications that may be made as development progresses.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 355 acres intended for development as a single, unified neighborhood development to be known as Florence Gardens.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Articles VI and VII of this Declaration.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The "Neighborhood" is the real property described on *Exhibit A*. The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.22 Owner. "Owner" is the record owner, whether one or more persons or entities, of the title to any Parcel within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.23 (a) Plat. The official map or plat of Florence Gardens or any part thereof.

1.23 (b) Property. Property as used herein shall be the land subject to these covenants as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

1.24 [Intentionally Deleted]

1.25 Residential Unit. A "Residential Unit" is an individual Residential Unit and shall include a townhouse or other attached Residential Unit (such as each half of a duplex unit), an apartment or condominium unit, a Residential Unit within a mixed-use building, or an assisted living facility unit (but not a nursing home). Residential Units may be established at the discretion of the Founder.

1.26 Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or Neighborhood or recreation facilities or such other use as the Founder establishes from time to time.

1.27 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founder or the Association in accordance with Article II to add Additional Property to the Neighborhood.

1.28 Zone. "Zones" are smaller, contiguous areas within the Neighborhood of distinct building type, character or within a specific location. The Founder, in its sole discretion, may elect to develop or utilize Zones in the development of Florence Gardens and the Neighborhood. The Founder or its assigns shall form and establish zones as it deems necessary. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

ARTICLE II:

Property comprising the Neighborhood

2.1 Property. The real property that shall be held, transferred, conveyed, leased and occupied subject to this Declaration consists initially of that real described on *Exhibit A*.

2.2 Development Plan.

(a) Property. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood development and is intended to include

both residential and commercial properties. Portions of the Master Plan Area that are primarily commercial may be submitted to this Declaration in accordance with Section 2.3, or may be submitted to a separate declaration and maintained by a separate association. The number and type of associations shall be determined by the Founder or its assignees.

2.3 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Neighborhood any part of the Master Plan Area as "Additional Property." This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founder may also add to the Neighborhood contiguous property, or property any portion of which is within one mile of any portion of the Neighborhood (including any property separated from the Neighborhood by a public street, body of water or other property) or any other property with a reasonable relationship to the Neighborhood. The Founder may also add individual Residential Units (such as apartments or condominium units above stores or offices) that are within primarily commercial portions of the Master Plan Area, even if the land surrounding the units is not added.

(b) By Members. Additional property of any type may be added to the Neighborhood by a majority vote of the Board. The Founder must approve of the addition of any additional property so long as it owns any of the Master Plan Area or any of Florence Gardens.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. If individual Residential Units that are within primarily commercial portions of the Master Plan Area are added, the amount of assessments to be paid by such

units may be reduced, based upon a reasonable estimate of the units' usage of the Commons as determined by Founder or its successors and assigns.

2.4 [Intentionally Deleted]

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration during the Development Period, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character. During the Development Period the Founder shall make all determinations concerning Zones.

ARTICLE III:

Easements

3.1 Easements in Favor of the Association. The Founder hereby reserves for the Association and its assigns the following easements, which shall benefit the Neighborhood, the Founder or its successors and assigns:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, electricity and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. During the Development Period this easement may be altered, terminated, amended or assigned as Founder deems appropriate.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons and Limited Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Florence Gardens is intended to maximize land usage and sense of Neighborhood by providing squares and parks while also offering smaller but private yards for individual use. As provided by the Florence Gardens Design Standards, certain buildings within the Neighborhood may be attached as townhouses, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association and/or Founder may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Florence Gardens Design Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it serves to separate Parcels on their property line. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and

maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for all insurance requirements, painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Florence Gardens Design Standards.

(e) Yard Easements. To allow most efficient use of a Lot while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the plat, the Florence Gardens Design Standards or on the deed from the Founder to the first Owner other than the Founder. Such use easements may be up to four feet wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such a Lot subject to an easement shall be the beneficiary of a similar easement along another portion of the Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Subject to regulation under the Florence Gardens Design Standards, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not a primary structure) upon the easement area.

(f) Roof Overhang; Footings. For certain building types, such as sideyard or zero-lot-line houses, which are to be built along a property line, the Florence Gardens Design Standards may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Standards and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(g) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

ARTICLE IV:

Commons

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons or Common Area, including in certain instances Limited Common Area. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons, including the Limited Commons, and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the commons as provided in paragraph 4.4 (C), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel. Only certain Owners shall have a right of easement and use as to the Limited Commons.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential

Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) Open-Air Market and Festivals. The Founder reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Founder also reserves, for itself or its various assigns, the right to use portions of the Commons for festivals or other events intended to enrich and enliven the Neighborhood. Founder further reserves a right of access through the Commons for all such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold. Notwithstanding the foregoing, Founder, during the Development Period, shall have the right to change the use, designation and configuration of the Commons.

4.5 Neighborhood Road Regulation. To the extent permitted by Florence Gardens, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Design Review Committee, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Neighborhood Roads. To the extent permitted by Florence Gardens and applicable law the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages

any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. Each Owner, by taking title to a Parcel, and the Association by its joinder in the Declaration and each person using any such facility agrees that neither Founder nor any entity designing, constructing, owning, operating or managing the Commons and Limited Commons shall be liable to the Owner or the Association or any invitee of the Owner or the Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Commons or the Limited Commons or to the usage thereof. This release of liability shall apply without limitation, to any such claim arising in whole or in part from the negligence of Founder or any other entity or person designing, constructing, managing, operating or owning the Commons and Limited Commons. Each Owner and the Association agree to indemnify and hold harmless Founder and any other entity designing, constructing, managing, operating or owning the Commons and Limited Commons against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Commons and Limited Commons as originally designed and constructed and as same may be altered in design, layout and construction from time to time.

ARTICLE V:

Neighborhood Planning and Administration of The Design Standards

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Florence Gardens Design Standards as the guide for all construction within the Master Plan Area and create the Florence Gardens Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Florence Gardens Design Review Committee.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Florence Gardens shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Florence Gardens Design Standards during the

Development Period. At the end of the Development Period, the Founder shall assign to the Association its rights to enforce the Florence Gardens Design Standards, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing members of the Florence Gardens Design Review Committee and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

ARTICLE VI:

Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Mississippi law, and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, and as further limited by exclusive reservations in favor of the Founder, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Neighborhood Roads which are not dedicated roads or lighting of dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Neighborhood;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way, sidewalks, drainage areas, traffic signage and other public or private properties located within reasonable

proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to the Neighborhood, or as otherwise agreed to by the Association; and

(f) any other service allowed by law to be provided by a homeowners' association organized under the appropriate governing law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not re-institute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, or any affiliate of Founder or any entity in which Founder owns an interest, for the performance of all or any portion of the management of the Association and its maintenance, repair obligations and other services. The cost of the contracts shall be included within the General Assessment, Special Assessment, or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership. The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the title to a Parcel and is included in the definition of an Owner hereunder. When more than one Person owns or holds an interest or interests in a Parcel, then all such Persons shall be Members.

6.5 Action by Members. The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Founder. The Class B Member(s) shall be the Founder. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified

percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

6.6 Members' Voting Rights . Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote cast for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot except for condominium unit(s) as provided in Section 6.11 hereof. The vote for each Lot may not be divided or fractioned.

(b) Until such time as the Founder executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Members shall be the Founder who shall be entitled to one vote for each Lot owned by Founder and in addition two votes for each one vote of a Class A Member.

6.7 Membership Appurtenant to Real Property . The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

6.8 Voting Conflict Between Members . If the title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

6.9 Termination and Reinstatement of Class B Members . If on any one or more occasions all Class B memberships should terminate or the Class B Member should relinquish its rights hereunder, and if after any such termination or relinquishment, the Founder, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Founder as a Class B Member shall be fully reinstated with a full vesting of all rights previously relinquished, and following each such occasion, the Founder, or the nominee or nominees, if any, of the Founder, shall continue to be Class B Members with all rights vested herein until such time as the Founder

thereafter relinquishes such rights. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Founder, and their nominee or nominees, if any, shall have all rights and powers of Class B membership, as herein provided.

6.10 Other Voting Provisions. The Articles and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

6.11 Condominium Unit(s). In the event a Residential Unit or other improvement constituting a condominium unit(s) is constructed on a Lot, then upon conveyance of the condominium unit(s), each Owner of the condominium unit shall be entitled to one vote appurtenant to such condominium unit; provided, however, in such instance there shall not be a vote appurtenant to the common areas which are a part of such condominium unit(s). In no event shall the total number of votes appurtenant to a Lot upon which condominium units are located exceed the number of condominium units on such Lot. Further, in the event an Owner of a condominium unit on a Lot owns more than one such condominium unit on the same Lot, then such Owner shall be entitled to only one vote for all condominium units owned by such Owner on the Lot.

6.12 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder; Selection during the Development Period. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board during the Development Period. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the development period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.13 Classes of Votes.

(a) Intent. It is anticipated that a single Owner, alone or with affiliates, may own condominiums or other Parcels and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Neighborhood includes a significant number of apartment units, it is deemed desirable that tenants participate in the operation of the Neighborhood.

(b) Block Vote. If, after the Development Period any Owner, alone or with affiliates, controls at least 20% of the votes of the Association, that Owner shall select

one member or 20% of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third of the votes of the Association, that Owner shall select two members or one third of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner. The Founder shall elect all board members during the Development Period.

(c) Tenants. Tenants within the Neighborhood may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period the number of rental units equals at least one third of the total Residential Units in the Neighborhood, then the number of directors shall be increased so that tenants may elect one voting member of the Board of the Association.

(d) Calculation. For purposes of paragraph (b), the calculation of numbers of Board members shall not include the tenant delegate. For example, if a condominium or apartment building owner controlled one-third of the votes, the Board could comprise two members elected by the condominium or apartment building Owner, four members elected by other Owners, and one member elected by tenants.

6.14 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.15 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

6.16 Limitation of Liability and Indemnification.

The Association shall indemnify every officer, director and committee member, Founder, Founder Members, Founder employees and agents against any and expenses, including counsel fees and expenses, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, illegal activities, or bad faith. The officers, directors or committee members shall have no personal liability with respect to any contract or commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be

exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled.

ARTICLE VII:

Decision Making

7.1 Neighborhood Meeting.

(a) When called. After the Development Period the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property.....	Section 2.3
Repeal of Additional Services	Section 6.2
Election of the Board of Directors	Section 6.12
Approval of General Assessments when increased more than 15%.....	Section 8.4
Ratification of expenditures for capital improvements.....	Section 8.6
Approval of Zone expenses	Section 8.7
Amendment of Declaration.....	Section 13.1
Dedication of the Commons	Section 13.2
Merger into, or Dedication of Commons to, Municipality	Section 13.4
Termination of the Declaration.....	Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be

waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

ARTICLE VIII: Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, taxes,

licenses, fees and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorated basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder. The Founder is authorized to establish an assessment for the first year and collect same at the closing and conveyance of the Lot to an Owner.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and petitions signed by at least 10% of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Neighborhood Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by

a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under paragraph 8.4 (C), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Florence Gardens Design Review Committee is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment. Assessments may be collected at the time of the sale to the first non-Founder owner.

(e) Limited Common Area Assessment. Notwithstanding anything contained herein to the contrary, the Owners located adjacent to or affected by the Limited

Common Area shall be subject to and pay a Limited Common Area Assessment for the cost of maintenance of the Limited Common Area and related expenses. This Limited Common Area Assessment is automatic and can not be waived or voted out by the Owners.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX:

Allocation of Expenses

9.1 Generally. The common expenses of the Association shall be generally allocated among Parcels on a pro-rata basis, with each Parcel responsible for and being assessed an equal amount for the General Assessment. This method of assessment shall apply to residential Lots in the Neighborhood upon which are built individual residential units. Parcels which consist of other types of residential units such as apartments or condominiums may be assessed in a different manner, as determined and set forth in a Supplemental Declaration within which condominiums, apartments or other such uses are planned. Founder shall in its sole discretion set and determine the method and allocation of Assessments for such other uses in said Supplemental Declarations.

9.2 [Intentionally Deleted]

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation, at the discretion of the Founder. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association.

9.5 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not

added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

ARTICLE X:

Covenants for Maintenance Assessments

10.1 Obligation for Assessments. The Founder, for each Parcel or Lot owned within the property submitted and subject to this Declaration or Supplemental Declaration hereby covenants for each subsequent Owner, and each Owner of any Parcel of Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration,
- (c) Individual Parcel Assessments for any charges particular to that Parcel, including, but not limited to assessments for use and maintenance of Limited Common Area, and
- (d) other Assessments as allowed in the Declaration,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full. The assessment may be collected at the time the Lot is conveyed to the Owner or non-Founder party or entity.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels on a pro-rata basis as provided in Article IX ("Allocation of Expenses").

Notwithstanding any provisions in this Article to the contrary, Founder, so long as it owns a Lot shall have a choice of payment of its share of the Assessments. It may in its sole determination either (a) pay the difference in the amount of the receipts due from Owners and the amount of the actual costs of operations, or (b) it may pay the full annual Assessment for each Lot it owns.

In the event that any financial deficiency occurs in the operation of the Association as a result of the non-payment of Assessments by Owners who owe the Assessment but have

not paid them, the Founder may, but is in no way obligated to do so, advance these sums temporarily to the Association. In such event, the advance will be considered a loan from the Founder and the Association and each Owner and Member of the Association is liable for the repayment of that loan on terms acceptable to the Founder including reasonable interest

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments. Notwithstanding the foregoing, the Founder may set, estimate and collect assessments at the time of the conveyance of a Lot or Parcel to an Owner in the manner as set forth below.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro-rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment, including charges relating to use and maintenance of Limited Common Area.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or the builder, and at all subsequent transfers of title, the purchaser of the Parcel shall contribute an amount equal to at least six months of annual Assessments. The exact amount of the capital contribution shall be determined by the Founder during the Development Period and the Board thereafter. This capital contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for capital expenses of the Association and for working capital for the Association, and shall not be considered a pre-payment of Assessments. This capital contribution is separate and apart from Assessments. The Founder may also determine to collect tax assessments as a lump sum or other method

10.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel. Notwithstanding the foregoing, the Founder's Members shall not be held personally liable for any Assessment Charge owed by the Founder.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. Notwithstanding the foregoing, any Assessment Charge due on any property owned by Founder shall not be a lien and may not be enforced upon recording of a claim of lien.

(c) Suit for Payment; Foreclosure of Lien. The Association and/or Founder may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association and/or Founder have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid. The Association and/or Founder may bring such action at law or in equity or both as shall allow for the

complete enforcement of this Declaration. Notwithstanding the foregoing, Founder may not lose the right of use of any of the Commons for itself, its employees or agents.

10.8 Transfer Fee and Certificate of Payment. Upon the sale or other transfer of any Parcel (other than the sale of Parcel by the Founder) there shall be paid to the Association a "Transfer Fee" equal to one dollar (\$1.00) for every ten thousand dollars (\$10,000.00) of the purchase price of the Parcel (including the cost of the improvements constructed thereon). This Transfer Fee shall be remitted to the Association immediately following the closing of the sale or other transfer of a Parcel, together with the full name and address of the new Owner of the Parcel.

Also, prior to the sale of any Parcel in the Neighborhood, the closing attorney or other party handling the closing of the sale and purchase must contact the Association to determine the status of the Assessments against the property and similar matters and to receive a certificate of payment. This procedure must be followed for any sale or transfer of a Parcel in the Neighborhood.

The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI: Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the Neighborhood.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant, hotels, bed and breakfasts, health spas, private clubs, recreational use or other commercial use, shall be determined based on the Florence Gardens Design Standards and the plat, subject to the zoning requirements of the appropriate governmental agency or entity. At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Florence Gardens Design Standards, or the approval of the Building or modification under this Declaration, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, home-based businesses that do not generate significant noise, odor, parking problems, increased traffic or which encourages vehicles other than automobiles (as defined herein), shall be

permitted in any residential area. Signage for home-based business shall be regulated under the Florence Gardens Design Standards. The type of home-based business allowed and/or encouraged in Florence Gardens shall be determined by the Board of Directors in its sole discretion. The Board's decision is final, not appealable to any court or other authority and may be arbitrary and capricious.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. The Association and/or Founder may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership, unless otherwise determined in the Association's sole discretion.

11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Florence Gardens Design Standards or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. Except for uniform mail boxes and address numbers approved by the Association and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted in or on the dwelling, the Parcel or any improvement on the Parcel, including "For Sale" or "For Lease" signs of the Owner or realtor representing an Owner. Builders or realtors of builders of newly constructed dwellings may place "For Sale" signs on the designated property of a design and size individually and specifically approved by the Association. Inappropriate signs or signs not in good repair will be removed by the Association. The

Association may change sign design requirements at any time.

Notwithstanding the foregoing, the restrictions of this Section shall not apply to Founder, its agents and affiliates during the Development Period.

The Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration including but not limited to speed limit signs, directional signs and no parking signs.

(c) Parking and Vehicles.

(i) No Parking Zone. The Neighborhood has been designed with a roadway system that minimizes the impact on the natural beauty of the Property, therefore on-street parking at any times throughout the Neighborhood is prohibited. Additional off-street guest parking will be provided by the Founder at selected locations throughout the Property. In addition, for large private gatherings, guests of Owners may request approval of the Association to reserve and use designated parking areas developed with the Common Facilities. Failure to conform to the no-parking areas will be a violation of the Declaration. Notwithstanding the foregoing, Founder during the Development Period and the Association after the Development Period may provide rules and guidelines concerning temporary parking for contractors, builders and their vendors while constructing, remodeling or performing maintenance on Owner's houses or the Commons.

(ii) Parking for Residential Units. Each single family Residential Unit to be constructed on a Lot having an area greater than 12,000 square feet shall provide for enclosed (garage) parking for a minimum of two automobiles. Each single family attached Residential Unit and each single family detached Residential Unit to be constructed on a Lot having an area of 12,000 square feet or less shall provide for enclosed (garage) parking for a minimum of one automobile. Off-street parking shall be required for each Residential Unit. The number of off-street parking spaces, excluding the use of the driveway that provides access to the garage(s), will be a minimum of two on each Lot having an area greater than 12,000 square feet, and one on each Lot having an area of 12,000 square feet or less. Anything to the contrary notwithstanding, the Founder or the Design Review Committee may increase the enclosed parking or off-street parking requirements on any Residential Unit.

The Committee will have the authority to consider variances to the number of enclosed parking spaces and off-street parking spaces on Lots that it deems to have unusual circumstances or where it believes in its sole opinion that the required parking standard will contribute to a poor design solution for the Lot.

Owners and their guests must park in their provided off-street parking or may park in spaces as provided within the Common Areas if prior approval has been obtained from the Association.

(iii) Other Motorized Vehicles. The Board shall have authority to promulgate rules and regulations to govern the parking upon any Lot, on the street or within any portion of the Commons of motor homes, tractors, trucks (other than three quarter ton and small pickup trucks which are considered automobiles) commercial vehicles of any type, campers, motorized campers, trailers, boats and other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other forms of transportation devices (collectively "Other Motorized Vehicles"). Furthermore, although not expressly prohibited hereby, the Board may at any time, promulgate rules and regulations banning Other Motorized Vehicles or any specific type included in the definition of Other Motorized Vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. Any Motorized conveyance that cannot be licensed for use on public streets will be prohibited from use on all streets and Common Areas for the Neighborhood.

(iv) Restrictions on the Use of Certain Vehicles. All Terrain Vehicles, four wheelers, motorized go-carts and other similar vehicles may not be ridden anywhere on the Property. Motorcycles, use for transportation, may be ridden from the entrance to their destination and parked and must be equipped with a muffler.

(v) Repair of Vehicles. Owners, their tenants and Invites shall not repair or restore any vehicle of any kind upon which any Lot, Residential Unit, or within any portion of the Commons, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(d) Sports Equipment. Play structures, such as basketball hoops and backboards and swing sets, must be kept in good repair and may be limited, in accordance with the Florence Gardens Design Standards, to back yards or alleys. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

11.4 Leasing. Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding, may be rented by the owner, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation hereunder.

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood in the sole determination of the Association. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Florence Gardens Design Standards may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events which are encouraged, subject to regulation by the Florence Gardens Design Standards. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

11.7 Outside Burning. Exterior fires are prohibited at all times. No Owner shall permit any condition upon its Property which creates a fire hazard or is in violation of fire prevention regulations. Notwithstanding the foregoing, the restrictions of this Section shall not apply to the Founder relative to the Founder's development activities on the Property including but not limited to the construction of roadways and Commons and the installation of utilities services.

11.8 Exterior Lights. The design and location of permanent exterior lighting and other types of landscape lighting shall be subject to the approval of the Design Review Committee. Neither these nor any other illumination devices shall be located anywhere on the structure or grounds of any Lot in such a manner to adversely illuminate or affect the nighttime environment of any adjoining Property. The Design Review Committee will promulgate rules and regulations concerning the temporary use of exterior lights for seasonal occasions. Each single family residential unit shall include one or more natural gas fueled coach lights at the front entrance of the residential unit. The design and location of the coach light(s) shall be subject to the applicable provisions of the Design Standards.

11.9 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or Association rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not

limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner, his family, his tenants, or invitees shall knowingly use, generate, manufacture, store, release, dispose of, transport to or from or permit to exist in, on, under or about his Lot, the Commons or any portion of the Property and Hazardous Materials except in compliance with the Environmental Laws.

11.10 Rules and Regulations.

(a) Generally. The writing of rules is one way to address specific issues that arise within the Neighborhood. The Association and/or Founder may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 25% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owners' family members, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association. Each Owner is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

11.11 Enforcement. In order to enforce the Declaration, the Board may take any of the following actions:

(a) Fines. The Board has the right to assess fines up to the maximum allowed by law and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. However, the primary goal of this chapter is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(b) Pets. If the Board finds that a pet causes an unsafe condition or

unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Florence Gardens.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Florence Gardens Design Standards and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction. The Association, the Founder and their successors and assigns shall have the right to bring such action at law and/or in equity so as to afford the aggrieved party a proper remedy. The party adjudicated at fault shall pay all costs, expenses and fees incurred in enforcing this Declaration or any Declaration contemplated herein.

ARTICLE XII: Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent act of other insured.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Casualty Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Certain improvements, such as green space or landscaping, may not be insurable. However, buildings or other structures usually are insurable. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Florence Gardens. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the

Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.4 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Florence Gardens Design Review Committee or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.9(C) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII:

Amendment, Redevelopment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy except in cases where Founder deems it necessary during the Development Period. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the Neighborhood's benefit, these new provisions should be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founder. During the Development Period the Founder specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Declaration's provisions, correct errors or modify same due to market conditions.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific written consent of the Founder.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Dedication.

(a) Neighborhood Roads. If any portion of the Neighborhood Roads has not previously been dedicated to the public, the Founder or Association shall have the right to

convey title to or dedicate the Neighborhood Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Founder during the Development Period and by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association after the Development Period.

(c) Alleys; footpaths. At least twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency.

13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, the Founder and a majority of the mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable. The requirements of this section are not applicable to vacant land, Lots or Parcels owned by the Founder.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Florence Gardens Design Standards, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the

Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment; When Available. Redevelopment shall be available only upon the occurrence of one of the following:

(i) Any time after thirty (30) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least two-thirds, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.5 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. After the Development Period, redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes within the Redevelopment Area and mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels. Prior to the end of the Development Period redevelopment also requires the approval in writing of the Founder, which may be granted or withheld in its sole discretion.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners. Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. Upon approval of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the

seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers and any other relief at law or in equity may be entered in any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Formation of Municipality. If all or substantially all of Florence Gardens is incorporated as a municipality or other local government unit, the following would apply:

(a) Merger of Association. Members of the Association may, by majority vote, dissolve the Association or, if allowed by law, merge the Association into the municipality. Upon such dissolution or merger, all the Commons shall be dedicated to the public and the municipality shall have all the rights and obligations of the Association provided by this Declaration.

(b) Dedication without Merger. Alternatively, Owners could approve by majority vote a plan by which Commons are dedicated to the public, but the Association would retain some of its powers and duties, such as architectural review and enforcement of the covenants and restrictions.

(c) No Dedication. If no dedication is approved, the Association and Commons shall be maintained without change.

13.5 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners and the Founder.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association and the Founder, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.6 Re-recording. Unless this Declaration is terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Mississippi law to preserve its effect.

13.7 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV:

General Provisions

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a Neighborhood of the highest quality. The italicized portions at the beginning of each Article, if any, and all headings

are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, if any, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on one-half or more of all Parcels encumbered by a mortgage. Specifically, there is no requirement to obtain the consent of mortgagees to amend, alter or change this Declaration.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Mississippi.

14.8 Sidewalks and Walking Trails. Owners are responsible for the construction of sidewalks or walking trails where such sidewalks or walking trails abut the street side boundary line(s) of the Owner's Lot or are incorporated into an easement within the Lot as shown in the plans for the Neighborhood. Completion of the sidewalk or walking trail shall correspond to the completion of the driveway for the Lots and shall be built in strict conformance with the Design Standards and construction plans developed under the direction of the Founder or Design Review Committee. If the acceptance of the sidewalk or walking trail maintenance and repair is made by the Association, City of Gulfport, or other governmental agency having jurisdiction, the Owner's responsibility to keep the sidewalk or walking trail in repair shall be terminated.

14.9 Residential Unit Sizes and Setbacks.

(a) The minimum square feet of heated living area to be contained within any Residential Unit or any Lot shall not be less than 1100 square feet if one level Residential Unit and 1400 square feet if a multi level Residential Unit. The Founder, in its sole discretion, may increase or decrease the minimum square feet of heating living area by Zone, street or by groups of contiguous parcels or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the

alternative, the Founder may enforce the minimum square feet by the use of deed restrictions on individual Lots.

(b) Any building setback dimensions that violate the ordinances or other regulations established by the City of Gulfport or other governmental agency having jurisdiction will require a variance from the City or governmental agency having jurisdiction which variance may not be granted; however, in no event, except as provided in (c) below, shall any Residential Unit or other building be erected on any Lot nearer than three feet from the Lot line, ten feet from the rear lot lines or three feet from the side lot lines except for Residential Units constructed as attached single family structures or zero lot line structures which set backs may be zero feet. On corner lots, the set back on the side yard adjacent to the street must be a minimum of ten feet.

(c) For some Lots, neighborhoods or streets in the Neighborhood it may be impossible or inadvisable to enforce the above stated set back requirements due to the natural terrain, lot configurations, proximity of adjacent structures or other considerations that the Design Review Committee deems appropriate. Therefore, notwithstanding anything else herein to the contrary, the Design Review Committee or the Founder may establish or approve specific deviations (both increases and decreases) to said set back requirements which it believes to be beneficial to a specific Lot, neighborhood, street or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the alternative by the use of deed restrictions on individual Lots.

14.10 Venue. Any disputes, legal matters or arbitration shall be conducted or litigated in Harrison County, Mississippi

(Signature Page Follows)

In witness whereof, the Founder has executed this Declaration as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute this Declaration as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to this Declaration.

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Florence Gardens Phase 1-A, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 46 at Page 17, reference to which is hereby made in aid of and as a part of this description.

Florence Gardens Phase 1-B, a subdivision according the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 47 at Page 8, reference to which is hereby made in aid of and as a part of this description.

February 28, 2022

Gregory Holmes – Planning Administrator
City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Application for Final Plat
Florence Gardens, Phase 8
Gulfport, Mississippi**

Dear Mr. Holmes:

Enclosed is a complete Application for Final Plat for Tax Parcel No(s). 0908E-01-001.001, 0908C-01-001.000 & 0908F-01-001.000. Please find attached the following:

- Application for Final Plat
- Proof of Ownership
- Authority to Act as Agent (Notarized)
- Final Plat (7 copies 11"x17", 2 CD's containing AutoCAD.DWG file)
- Protective Covenants
- Check for Application Fee

Should you have any questions or comments, please feel free to contact me at (228) 436-7612.

Sincerely,



Nicholas Gant, P.E.

Enclosures

FLORENCE GARDENS

PHASE 8

A SUBDIVISION LOCATED IN SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

BOUNDARY DESCRIPTION OF FLORENCE GARDENS PHASE 8 LOTS 1-26 AND PARCEL 'A'

A parcel of land lying in the NW 1/4 of the SE 1/4, the SW 1/4 of the SE 1/4, and the SE 1/4 of the SE 1/4 of Section 2, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Begin at a 1/2" iron rod found at the Southwest corner of Florence Gardens Phase 6 per Plat Book 58, Page 56, said Point Of Beginning having grid coordinates N.349652.96 and E.913163.27 based on the Mississippi State Plane Grid Coordinate System, East Zone, (2301), NAD '83, U.S. Survey feet, coordinates and courses herein are grid values based on said coordinate system using a scale factor of 0.99995578994 with a convergence angle of -00°08'51.77653524" at the Point Of Beginning;

thence South 88°10'29" East 204.05 feet along the South boundary of said Florence Gardens Phase 6, to a one half inch rod set with cap on the West line of Lot 11E, Florence Gardens Phase 1-E per Plat Book 50, Page 9; thence South 02°53'04" West 42.41 feet along said West line to a 4" square wood fence corner post found at the Southwest corner of said Lot 11E; thence South 58°59'45" E 197.38 feet along the South line of said Lot 11E, to a one half inch rod found at the Southeast corner of said Lot 11E on the West margin of Preservation Drive; thence S 03°42'13" W 17.29 feet, along said West margin, to a one half inch rod found at the Northwest corner of the West margin of said Preservation Drive of Florence Gardens Phase 2 per Plat Book 51, Page 18; thence South 03°08'00" West 269.94 feet, along said West margin, to a one half inch rod found; thence South 03°49'04" W 89.39 feet, along said West margin, to a one half inch rod found at the Northeast corner of Lot 48 of said Florence Gardens Phase 2; thence North 87°35'52" West 177.71 feet, along the North line of said Plat, to a one half inch rod set with cap; thence North 03°04'09" East 35.18 feet, along the North line of said Phase 2, to a one half inch rod set with cap; thence North 87°16'27" West 144.04 feet, along said North line, to a one half inch rod found; thence North 02°27'31" East 102.88 feet, along said North Plat line to a one half inch rod set with cap; thence North 88°52'47" West 699.57 feet, along said North line of Phase 2 and also along the North line of Florence Gardens Phase 3A-2 Amended per Plat Book 58, Page 32, to a one half inch rod set with cap; thence North 02°02'03" East 284.73 feet to a one half inch rod set with cap at a Point of Curvature; thence 40.34 feet along the arc of a curve to the right, said curve having a radius of 170.00 feet, a central angle of 13°35'43", and a chord of 40.24 feet which bears North 08°49'55" East to a one half inch rod set with cap; thence South 68°49'41" East 647.16 feet to a one half inch rod set with cap; thence North 02°27'31" East 58.53 feet to the Point of Beginning.

The above described parcel of land containing 379,456 square feet, or 8.711 acres, more or less, and being a portion of Harrison County Tax Parcel #0908E-01-001.001.

BOUNDARY DESCRIPTION OF FLORENCE GARDENS PHASE 8 LAKE PARCEL 'B'

A parcel of land lying in the SE 1/4 of Section 2, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Begin at a 1/2" iron rod found at the Northwest corner of Lot 47, Florence Gardens Phase 2 per Plat Book 51, Page 18, said Point Of Beginning having grid coordinates N.349212.32 and E.913579.01 based on the Mississippi State Plane Grid Coordinate System, East Zone, (2301), NAD '83, U.S. Survey feet, coordinates and courses herein are grid values based on said coordinate system using a scale factor of 0.999955721896 with a convergence angle of (-) 00°08'49.34839591" at the Point Of Beginning;

thence North 05°06'43" East 269.20 feet along the East margin of Preservation Drive, per said plat of Florence Gardens Phase 2, to a one half inch rod found at the intersection of said East margin of Preservation Drive with the Southern margin of Lake Florence Road; thence North 43°51'52" East 55.13 feet, along said Southern margin, to a one half inch rod found at a Point of Curvature; thence 125.63 feet, along said Southern margin, and the arc of a curve to the left, said curve having a radius of 500.00 feet, a central angle of 14°23'48", and a chord of 125.30 feet which bears North 78°42'02" East to a one half inch rod found at a Point of Reverse Curvature; thence 160.62 feet along the arc of a curve to the right, said curve having a central angle of 18°24'19", a radius of 500.00 feet, and a chord of 159.93 feet which bears North 80°38'17" East to a one half inch rod found at the Northwest corner of Lot 1H, Florence Gardens Phase 1E per Plat Book 50, Page 9; thence South 00°05'04" East 248.98 feet to a point being the Southwest corner of said Lot 1H, said point being referenced by a one half inch rod found North 00°05'04" West 88.35 feet, thence North 89°56'05" East 1099.80 feet, along the South line of said Plat of Florence Gardens Phase 1E and the South line of Florence Gardens Phase 1B Replat, per Plat Book 48, Page 7, to a point being the Southeast corner of said Lot 1H, Florence Gardens Phase 1B Replat, said point being referenced by a one half inch rod found North 00°16'55" East 37.38 feet, along the East line of said Lot 1H, thence North 00°16'55" East 89.98 feet, along said East line, to a one half inch rod set with cap, thence North 89°46'23" East 74.58 feet to a one half inch rod found at the Northwest corner of the property conveyed to Wallace C. Fore per Deed Book 1219, Page 83; thence South 00°03'11" West 1026.52 feet, along said West line of Fore, to a one half inch rod set with cap; thence North 89°59'34" West 62.00 feet, more or less, to the water's edge of Lake Florence, thence meandering along said water's edge of Lake Florence Northwesterly and then Southwesterly 1565 feet, more or less, to a point on said water's edge on the Western side of said Lake Florence, said point being referenced by a one half inch rod with cap set West 50.00 feet, said reference point lying South 77°58'24" West 1320.12 feet from the previously mentioned one half inch rod with cap set on the West line of said Fore property; thence West 50.38 feet to a one half inch rod set with cap on the East line of the property conveyed to Florence Gardens, LLC, per Instrument #2020-3021-D-J1; thence North 00°10'35" East 330.11 feet, along said East line, to a one half inch rod found; thence North 87°56'21" West 21.41 feet to a one half inch rod found at the Southeast corner of Lot 1, of said Florence Gardens Phase 2; thence North 02°09'30" East 760.17 feet, along the East line of said plat, to a one half inch rod found at the Northwest corner of Lot 43, Florence Gardens Phase 2; thence North 87°34'54" West 234.41 feet along said North line of said Plat of Florence Gardens Phase 2, to the East margin of Preservation Drive and the Point of Beginning.

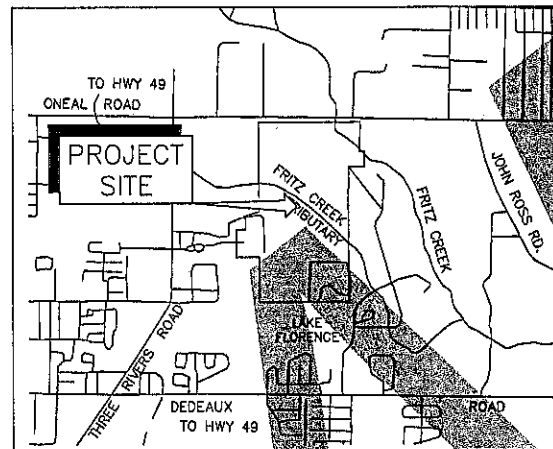
The above described parcel of land containing 1,351,036 square feet, or 31.015 acres, more or less, and being a portion of Harrison County Tax Parcels #0908E-01-001.001 and #0908E-01-001.000.

BOUNDARY DESCRIPTION OF FLORENCE GARDENS PHASE 8 POOL PARCEL 'C'

A parcel of land lying in the NE 1/4 of Section 2, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Commence at a one half inch rod found at the Southeast corner of Lot 1-D, Bk. 1-D, Florence Gardens Phase 1-C, per Plat Book 48, Page 8, said Point Of Commencement having grid coordinates N.350705.21 and E.914670.95 based on the Mississippi State Plane Grid Coordinate System, East Zone, (2301), NAD '83, U.S. Survey feet, coordinates and courses herein are grid values based on said coordinate system using a scale factor of 0.999955546438 with a convergence angle of (-) 00°06'43.08957284" at the Point Of Commencement; thence North 87°11'22" W 206.04 feet to a one half inch rod set with cap on the West margin of Preservation Drive and the Point of Beginning of the herein described parcel, said Point of Beginning having grid coordinates of N.350715.31 and E.914485.16; thence North 38°12'17" West 250.00 feet to a one half inch rod set with cap; thence North 43°35'27" West 120.36 feet to a one half inch rod set with cap; thence South 54°32'13" East 250.00 feet to a one half inch rod set with cap on said West margin of Preservation Drive; thence 185.80 feet along said West margin and the arc of a curve to the right, said curve having a radius of 682.00, a central angle of 15°36'34", and a chord of 185.23 feet which bears South 43°16'04" West to a one half inch rod set with cap at a Point of Compound Curvature; thence 14.98 feet along said West margin and the arc of a curve to the right, said curve having a radius of 665.00, a central angle of 01°17'26", and a chord of 14.98 feet which bears South 53°09'00" West to the Point of Beginning.

The above described parcel containing 40,549 square feet, 0.931 acres, more or less, and being a portion of Harrison County Tax Parcel #0908C-01-001.000.



VICINITY MAP
(N.T.S.)

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of FLORENCE GARDENS, PHASE 8 is hereby approved and accepted by the Gulfport City Planning Commission in accordance with its procedure for approving this plat and plans this the _____ day of _____, 2022.

KEITH WILLIAMS, CHAIRMAN
CITY OF GULFPORT PLANNING COMMISSION

OWNER'S DEDICATION

This is to certify that FLORENCE GARDENS, LLC, is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of FLORENCE GARDENS, PHASE 8 and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the _____ day of _____, 2022.

FLORENCE GARDENS, LLC

By: RYAN GOLDIN, Manager/Member

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, RYAN GOLDIN, Manager/Member, of FLORENCE GARDENS, LLC, who acknowledged to me that he signed, sealed, and delivered this plat as authorized to do so by the corporation on the day and in the year set forth above.

GIVEN under my hand and seal this the _____ day of _____, 2022.

My commission expires:

NOTARY PUBLIC

FLORENCE GARDENS PHASE 8

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax (228)864-7676

**BROWN, MITCHELL
& ALEXANDER, INC.**
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
Fax (228)436-7676

SURVEYOR'S CERTIFICATE

I, JEFFREY C. COLLINS, a Professional Land Surveyor in 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 _____, 2022.

JEFFREY C. COLLINS, P.S. No. 2742

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JEFFREY C. COLLINS, P.S., who acknowledged to me that he signed, sealed, and delivered the foregoing certificate on the day and in the year set forth above for the purpose(s) therein expressed.

GIVEN under my hand and seal this the _____ day of _____, 2022.

My commission expires:

NOTARY PUBLIC

CERTIFICATE OF RECORDATION

Filed and recorded by duplicate in the Record of Plats of Harrison

County, Mississippi, in Plat Book _____, Page _____, on the _____ day of _____, 2022.

CHANCERY CLERK

By: DEPUTY CLERK

CERTIFICATE OF COMPARISON

We, the undersigned, do hereby certify that we have compared the ORIGINAL plat with the DUPLICATE plat of FLORENCE GARDENS, PHASE 8 and find the same to be an exact duplicate thereof.

CHANCERY CLERK

DEPUTY CLERK

JEFFREY C. COLLINS, P.S.

CERTIFICATE OF ACCEPTANCE

This Plat has been submitted to and approved by the Mayor and City Council of the City of Gulfport, Mississippi, by order adopted and entered on their official Minute Book _____, Page(s) _____, held on the _____ day of _____, 2022.

BILLY HEWES, MAYOR
CITY OF GULFPORT

F.B. "RUSTY" WALKER, IV, COUNCIL PRESIDENT
CITY OF GULFPORT

CITY ENGINEER'S APPROVAL

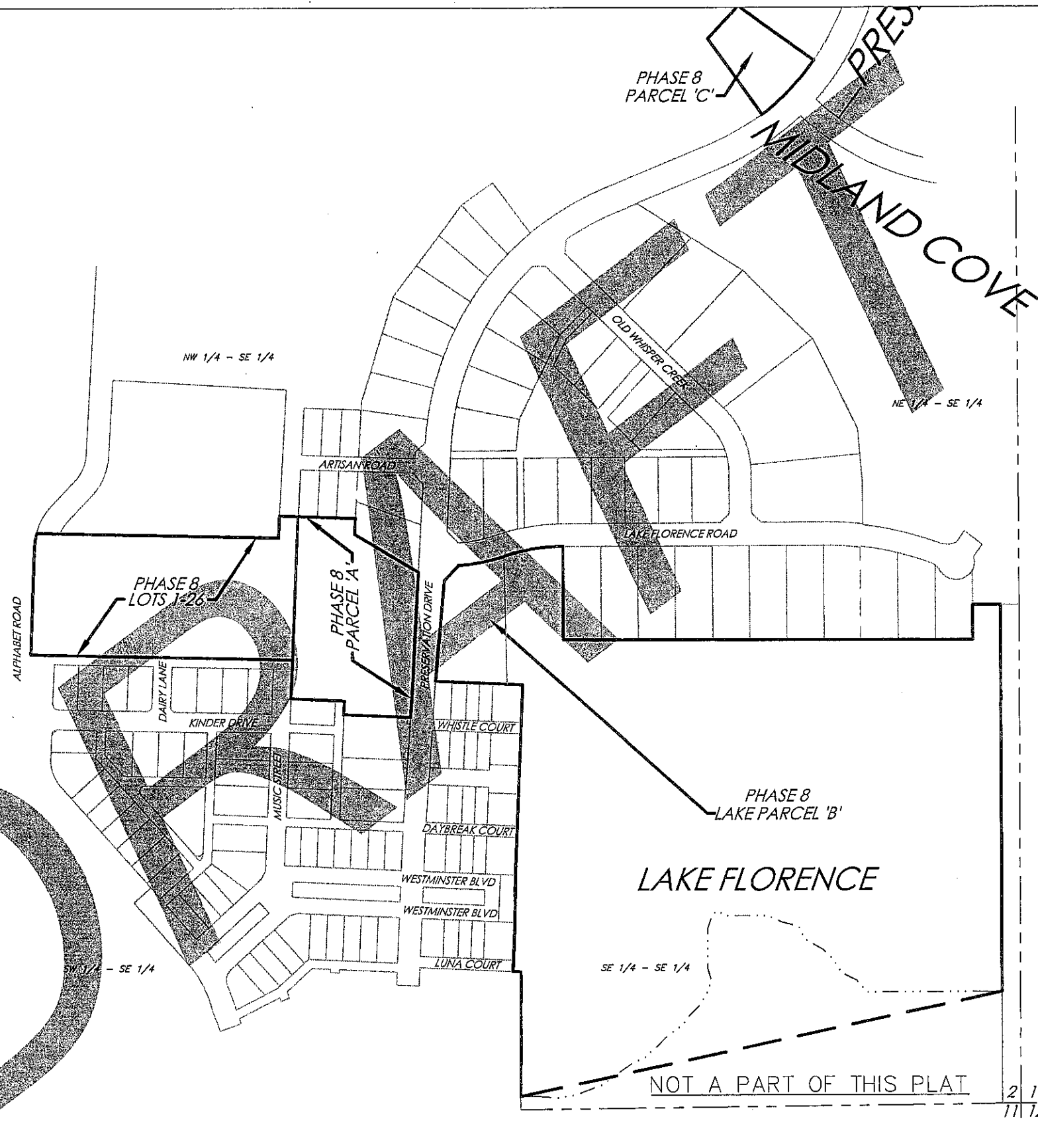
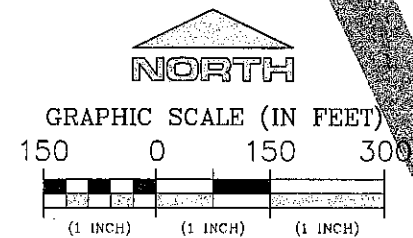
A bond or certified check has been posted, which is available to the city and in sufficient amount to assure such completion of all required improvements.

Final approval of Layout of Plat on this the _____ day of _____, 2022.

WAYNE E. MILLER, P.E.
GULFPORT CITY ENGINEER

SHEET 1 OF 5

S:\5036 22 Issues to Jers Phase 8 (Artisan)\Survey\Phase 8 Plot\015 22 Plots 8 2/26/2022 8:48:17 AM JWG to -J 405



FLORENCE GARDENS PHASE 8

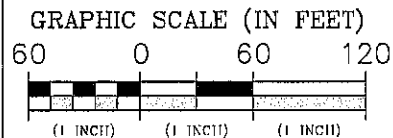
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SHEET 2 OF 5



Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.99995578994 Convergence Angle = -00°06'51.77653524" (at the Point Of Beginning of Lots 1-26 and Parcel 'A')

MISSISSIPPI CLASS "B" SURVEY

LEGEND

- = 1/2" iron rod found (unless otherwise noted)
- ⊙ = 1/2" iron rod set with cap (COA S-0007)
- P.O.B. = Point Of Beginning
- A.P.R. = As Per Record
- A.P.S. = As Per Survey

AREA TABLE:

LOTS 1 - 26 & PARCEL 'A'	= 8.711 AC.
PARCEL 'B', LAKE PARCEL	= 31.015 AC.
PARCEL 'C', POOL PARCEL	= 0.931 AC.
TOTAL AREA	= 40.657 AC.

SURVEY NOTES:

Field work completed ?? 2022.
By graphical plotting only, this parcel is located in ZONE X of the flood hazard boundary and flood insurance rate map
Version Number: 2.3.3.3
Map Number: 28047C0250H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone T4+

- | | |
|----------------------------|--------------------------|
| FYSB (FRONT YARD SET BACK) | No Minimum - 18' Maximum |
| SYSB (SIDE YARD SET BACK) | No Minimum - 6' Maximum |
| Second Frontage | 5' Minimum - 12' Maximum |
| RYSB (REAR YARD SET BACK) | 3' Minimum |

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

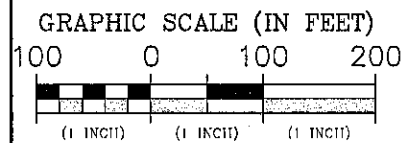
BMA Project #3405-22 Phase 8 02/28/2022

CURVE DATA TABLE

CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C4	40.34'	13°35'43"	170.00'	N 6°49'55" E	40.24'

FLORENCE GARDENS PHASE 8

401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612 Fax(228)864-7676
BROWN, MITCHELL & ALEXANDER, INC. CONSULTING ENGINEERS & LAND SURVEYORS
131 Rue Magnolia, Biloxi, MS 39530 (228)436-7612 Fax(228)436-7676



Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.9999557218 Convergence Angle = -00°06'49.34839591" (at the Point Of Beginning of Parcel 'B')

MISSISSIPPI CLASS "B" SURVEY

LEGEND

- = 1/2" Iron rod found (unless otherwise noted)
- = 1/2" Iron rod set with cap (COA S-0007)
- P.O.B. = Point Of Beginning
- A.P.R. = As Per Record
- A.P.S. = As Per Survey

AREA TABLE:	
LOTS 1 - 26 & PARCEL 'A'	= 8.711 AC.
PARCEL 'B', LAKE PARCEL	= 31.015 AC.
PARCEL 'C', POOL PARCEL	= 0.231 AC.
TOTAL AREA = 40.657 AC.	

SURVEY NOTES:

Field work completed ?? 2022.

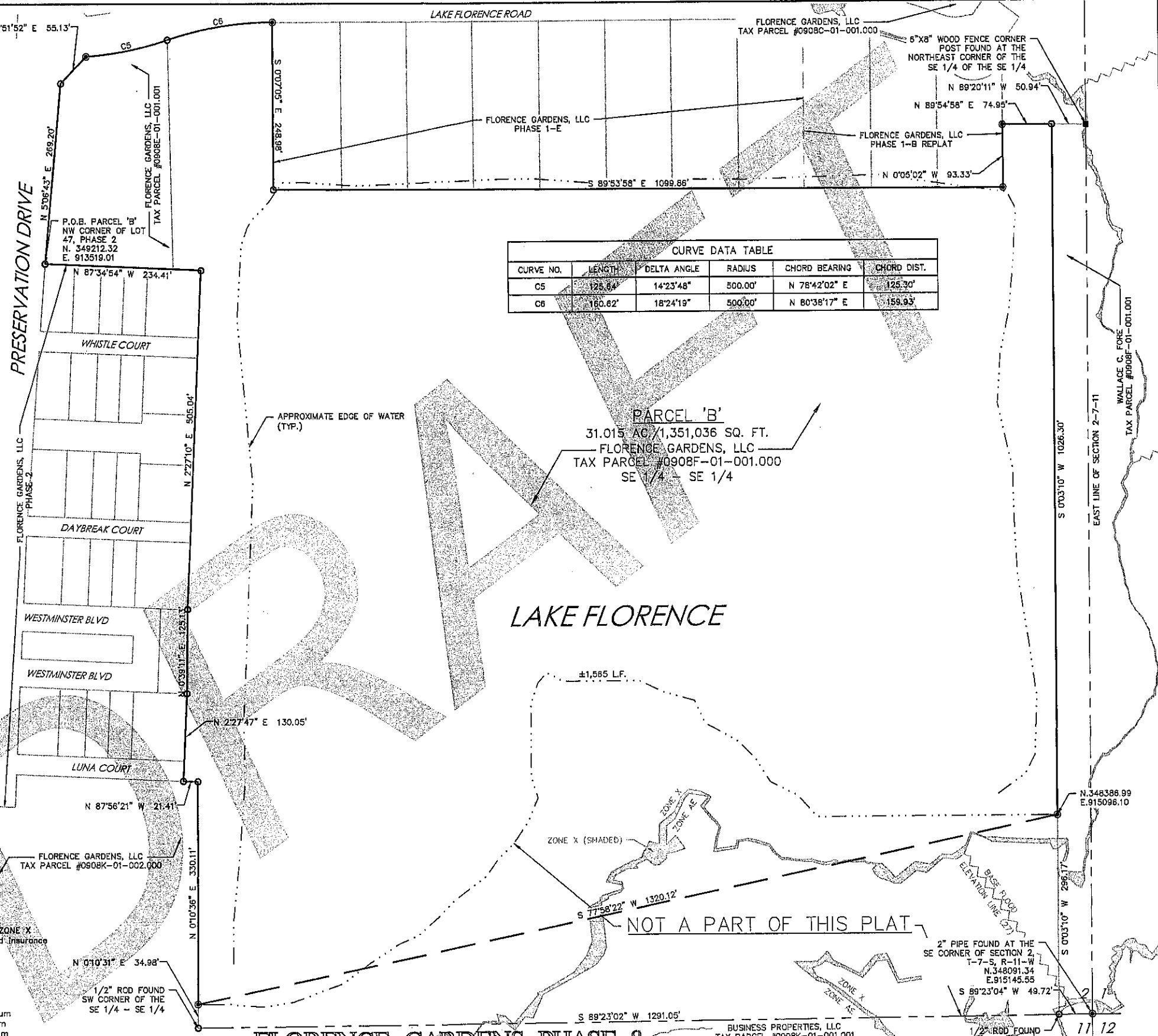
By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED) & ZONE AE of the flood hazard boundary and flood insurance rate map
Version Number: 2.3.3.3
Map Number: 28047C0260H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone T4+

FYSB (FRONT YARD SET BACK)	No Minimum - 18' Maximum
SYSB (SIDE YARD SET BACK)	No Minimum - 6' Maximum
Second Frontage	5' Minimum - 12' Maximum
RYSB (REAR YARD SET BACK)	3' Minimum

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

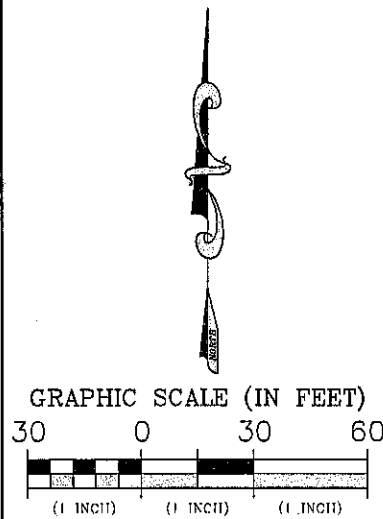
BMA Project #3405-22 Phase 8 02/28/2022



CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C5	125.64'	14°23'48"	500.00'	N 78°42'02" E	125.30'
C6	160.62'	18°24'19"	500.00'	N 80°38'17" E	159.93'

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www.bmaengineers.com

BUSINESS PROPERTIES, LLC
TAX PARCEL #0908K-01-001.001



Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.999955546438 Convergence Angle = -00°06'43.08957284" (at the Point Of Beginning of Parcel 'C')

MISSISSIPPI CLASS "B" SURVEY

LEGEND

- = 1/2" iron rod found (unless otherwise noted)
- ⊙ = 1/2" iron rod set with cap (COA S-0007)
- P.O.B. = Point Of Beginning
- A.P.R. = As Per Record
- A.P.S. = As Per Survey

AREA TABLE

LOTS 1. - 28 & PARCEL 'A' = 8.711 AC.
PARCEL 'B', LAKE PARCEL = 31.015 AC.
PARCEL 'C', POOL PARCEL = 0.931 AC.
TOTAL AREA = 40.657 AC.

SURVEY NOTES:

Field work completed ?? 2022.

Existing improvements on subject Parcel C were not located for the purpose of this survey.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED) & ZONE AE of the flood hazard boundary and flood insurance rate map.

Version Number: 2.3.3.3
Map Number: 28047C0260H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone T4+

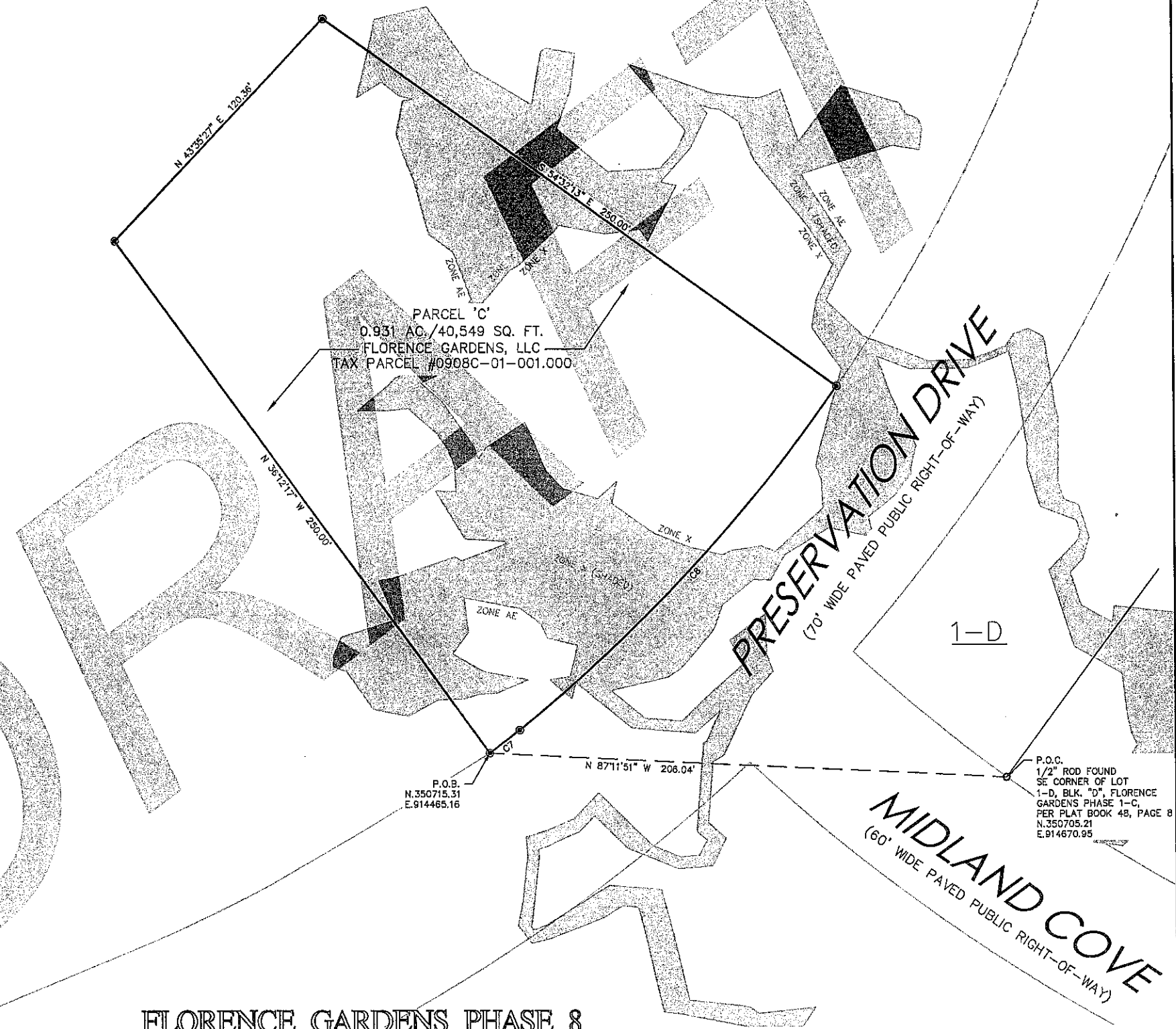
FYSB (FRONT YARD SET BACK) No Minimum - 18' Maximum
SYSB (SIDE YARD SET BACK) No Minimum - 6' Maximum
Second Frontage 5' Minimum - 12' Maximum
RYSB (REAR YARD SET BACK) 3' Minimum

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

BMA Project #3405-22 Phase 8 02/28/2022

FLORENCE GARDENS, LLC
TAX PARCEL #0908C-01-001.000

CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C7	14.98'	117°26"	665.00'	S 53°09'00" W	14.98'
C8	185.80'	15°38'34"	682.00'	S 43°16'04" W	185.23'



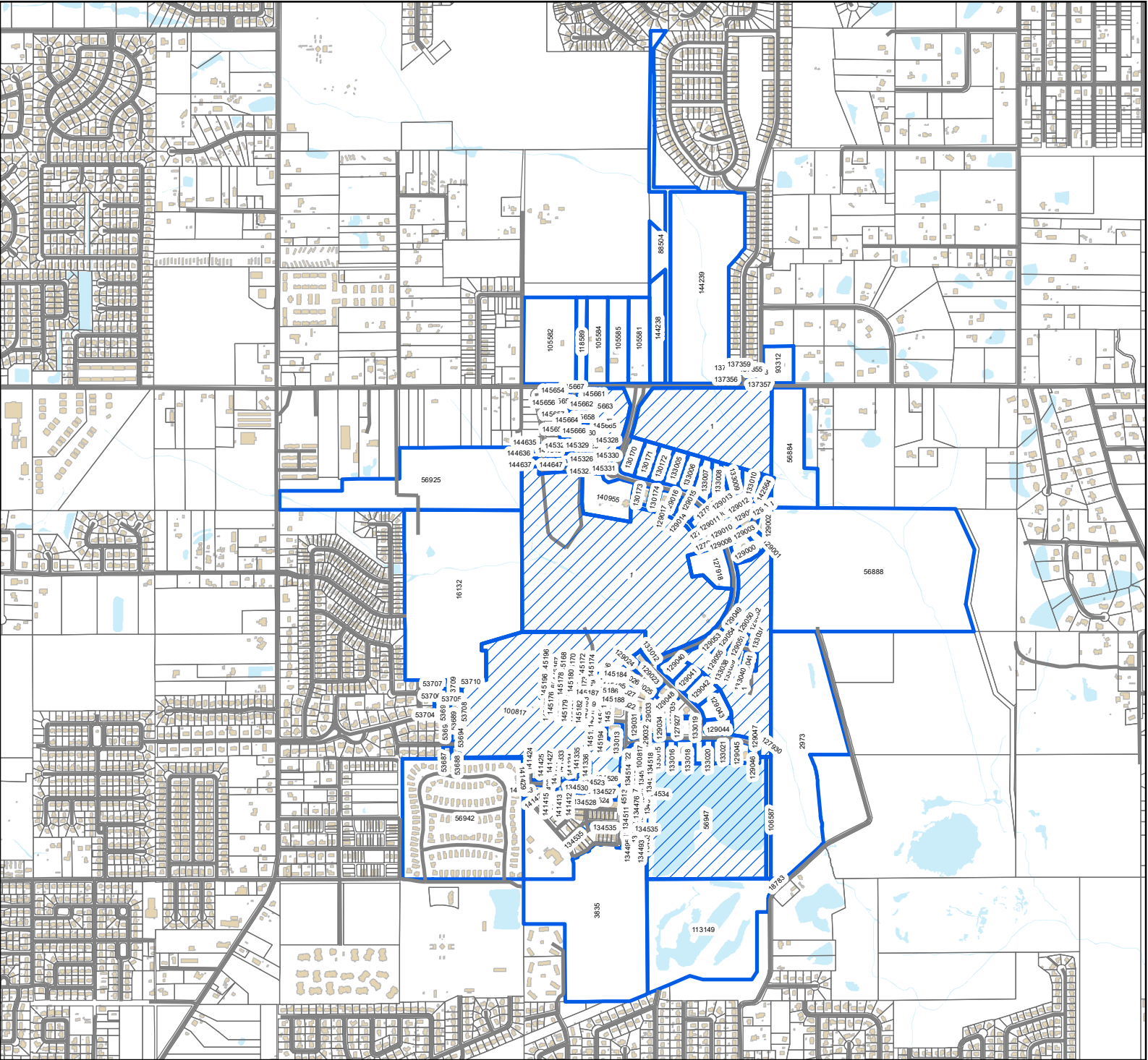
FLORENCE GARDENS PHASE 8

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Fax (228) 864-7676

bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

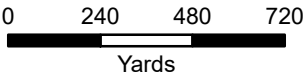
131 Rue Magnolia
Biloxi, MS 39530
(228) 436-7612
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SHEET 5 OF 5



Legend

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



1 inch = 1,500 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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	56947	0908F-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
Adjacent Property Owners							
	129006	0908C-01-001.011	BAKER DONALD G & MARY A -TRUSTEES-	13059 HARTLEY CIR	GULFPORT	MS	39503
	53688	0908E-01-063.000	BALDWIN CLAUDIA V	113 BIG SKY DR	GULFPORT	MS	39503
	105582	0907N-01-003.003	BANKS ANNEITTA E	15350 HWY 49 N	GULFPORT	MS	39503
	144635	0908C-01-001.046	BARANELLO JOHN PAUL & PAMELA ANN	12517 WESTWOOD PLACE	GULFPORT	MS	39503
	129031	0908F-01-018.000	BARBAY TROY & JILL JOIA	12366 THREE RIVERS RD	GULFPORT	MS	39503
	129045	0908F-01-032.000	BENTZ JULIE	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
	141424	0908F-01-071.000	BLACKMORE PAUL HOWARD & CHERIE LYNN	13337 KINDER DR	GULFPORT	MS	39503
	129050	0908C-01-001.024	BORMANN LEAANN	13058 MIDLAND COVE	GULFPORT	MS	39503
	145664	0908C-01-001.077	BOST GARY B & DONNA M	12554 ALPHABET RD	GULFPORT	MS	39503
	145665	0908C-01-001.078	BOWEN JOSEPH A & SHERRY A	12546 ALPHABET RD	GULFPORT	MS	39503
	134509	0908F-01-002.034	BRECKENRIDGE ROBERT D & FRANCES A	13138 DAYBREAK CT	GULFPORT	MS	39503
	129010	0908C-01-001.015	BRODSKY ELIA & KAYCI A SLAGEL	12444 PRESERVATION DR	GULFPORT	MS	39503
	130173	0908C-01-001.028	BROSIG THOMAS J & ROBIN MIDCALF	12485 PRESERVATION DR	GULFPORT	MS	39503
	129044	0908F-01-031.000	BURRELL ANDREW C & ASHLEY	12562 LAKE VILLIAGE DRIVE	GULFPORT	MS	39507
	113149	0908K-01-001.001	BUSINESS PROPERTIES LLC	14231 SEAWAY RD SUITE #7003	GULFPORT	MS	39503
	53689	0908E-01-062.000	CAMPBELL JOHNATHON	610 PALM COURT	GULFPORT	MS	39501
	134493	0908F-01-002.018	CAMPBELL MARVIN B & ROSE L	208 RUE GAMBETTA	LAFAYETTE	LA	70507
	137357	0907N-01-001.060	CHAMBERLAIN DEBORAH R	13000 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505
	53694	0908E-01-049.000	CLIFTON ROBERT VINCENT	136 RESERVATION DRIVE	GULFPORT	MS	39503
				2003 BOTTS DR C/O HELEN CLOWER			
	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA	ELMER	ARLINGTON	TX	76012
	134515	0908F-01-002.040	COBB DAPHNE	13141 WHISTLE COURT	GULFPORT	MS	39503
	145327	0908C-01-001.062	COOLEY MICHAEL T & WEEKS AMBER M	12505 ALPHABET RD	GULFPORT	MS	39503
	145659	0908C-01-001.072	COYLE ALAN & MARYLEE	12545 ALPHABET RD	GULFPORT	MS	39503
	134521	0908F-01-002.046	CREEL JAMES E & NANCY A	13146 WHISTLE COURT	GULFPORT	MS	39503
	129002	0908C-01-001.007	CROMWELL JASON & JOANIE	P O BOX 3597	GULFPORT	MS	39505
	145188	0908E-01-001.107	DAINES JUDY & KENNETH	12208 MUSIC ST	GULFPORT	MS	39503
	53707	0908E-01-045.000	DAVISON MICHAEL A & LAKISHA T	104 TOMAHAWK TRAIL	GULFPORT	MS	39503
	144646	0908C-01-001.057	DEL RIO EDDY M & LISA Y	12512 WESTWOOD PLACE	GULFPORT	MS	39503
	134530	0908F-01-002.055	DEMOLA MICHAEL C & SUZANNE	11993 MUSIC ST	GULFPORT	MS	39503
	129016	0908C-01-001.021	DENNIS PADRICK D & MARY M	12473 PRESERVATION DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	133013	0908F-01-043.000	DILTS BRENT C	12187 PRESERVATION DR	GULFPORT	MS	39503
	129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	13024 HARTLEY CIR	GULFPORT	MS	39503
	134478	0908F-01-002.003	DRENNEN CHARLOTTE	13141 WESTMINISTER BLVD	GULFPORT	MS	39503
	53710	0908E-01-046.000	EDWARDS SANDRA M	103 TOMAHAWK TRAIL	GULFPORT	MS	39503
	144637	0908C-01-001.048	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145185	0908E-01-001.104	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145183	0908E-01-001.102	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145180	0908E-01-001.099	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145181	0908E-01-001.100	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145326	0908C-01-001.061	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145660	0908C-01-001.073	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145661	0908C-01-001.074	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145654	0908C-01-001.067	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145656	0908C-01-001.069	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145657	0908C-01-001.070	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145666	0908C-01-001.079	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145662	0908C-01-001.075	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145189	0908E-01-001.108	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	GULFPORT	MS	39503
	145187	0908E-01-001.106	ERICKSON MATTHEW EDWARD -ETAL-	12212 MUSIC ST	GULFPORT	MS	39503
	53693	0908E-01-050.000	EVANS VIRGINIA H	134 RESERVATION DR	GULFPORT	MS	39503
	130174	0908C-01-001.029	FAIRLEY CLAYTON & REBECA	19219 ROAD 223	SAUCIER	MS	39574
	105585	0907N-01-003.006	FAMILY WORSHIP CENTER OF GULFPORT I	15011 PARKWOOD DRIVE	GULFPORT	MS	39503
	134519	0908F-01-002.044	FERREIRA ALEJANDRO E	13138 WHISTLE CT	GULFPORT	MS	39503
	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
N	56925	0908D-01-015.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	133039	0908F-01-040.002	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	133040	0908F-01-040.003	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	133038	0908F-01-040.001	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	16132	0908E-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145194	0908E-01-001.113	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145196	0908E-01-001.115	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145166	0908E-01-001.085	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145167	0908E-01-001.086	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145169	0908E-01-001.088	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	145171	0908E-01-001.090	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145172	0908E-01-001.091	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145173	0908E-01-001.092	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145186	0908E-01-001.105	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145175	0908E-01-001.094	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145176	0908E-01-001.095	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145177	0908E-01-001.096	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145178	0908E-01-001.097	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145179	0908E-01-001.098	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145667	0908C-01-001.080	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129035	0908F-01-022.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	130171	0908C-01-001.026	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129048	0908F-01-035.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	130170	0908C-01-001.025	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133010	0908C-01-001.035	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133006	0908C-01-001.031	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133007	0908C-01-001.032	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133008	0908C-01-001.033	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129013	0908C-01-001.018	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129012	0908C-01-001.017	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129055	0908F-01-040.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129042	0908F-01-029.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133020	0908F-01-050.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129040	0908F-01-027.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133015	0908F-01-045.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133016	0908F-01-046.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133009	0908C-01-001.034	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133019	0908F-01-049.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	141429	0908F-01-002.061	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	3835	0908K-01-002.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	134535	0908F-01-002.060	FLORENCE GARDENS RES NEIGHBORHOOD	12321 PRESERVATION DR OWNERS AS	GULFPORT	MS	39503
N	134534	0908F-01-002.059	FLORENCE GARDENS RES NEIGHBORHOOD	12321 PRESERVATION DR OWNERS AS	GULFPORT	MS	39503
	2973	0908G-01-003.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	18783	0908J-01-006.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503
	106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
	145324	0908C-01-001.059	FORTSON STEVEN WILLIAM & CATHY LYNN	12529 ALPHABET RD	GULFPORT	MS	39503
	129008	0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
	129011	0908C-01-001.016	FOX JOHN RUSSELL & ANNE BAXTER	12448 PRESERVATION DR	GULFPORT	MS	39503
	141425	0908F-01-072.000	FREEMAN JUDY E	13333 KINDER DR	GULFPORT	MS	39503
	129027	0908F-01-014.000	FREITAG JOE & MARLA	P O BOX 2277	BAY ST LOUIS	MS	39521
	145191	0908E-01-001.110	FRIPP MATTHEW W & DENEKE	13230 ARTISAN RD	GULFPORT	MS	39503
	129009	0908C-01-001.014	GADDY BRYAN & HANNAH	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
	145331	0908C-01-001.066	GAGNE CONSTANCE	12506 ALPHABET RD	GULFPORT	MS	39503
	141422	0908F-01-069.000	GAGNON MARK & SUSAN	13568 WINDROSE CIRCLE	GULFPORT	MS	39503
	129014	0908C-01-001.019	GIBSON JASON & ERIN L	12469 PERSEVTION DR	GULFPORT	MS	39503
N	129015	0908C-01-001.020	GIBSON JASON THOMAS & ERIN LYNN	12469 PRESERVATION DR	GULFPORT	MS	39503
	134517	0908F-01-002.042	GIBSON TOM & PAM	13129 WHISTLE CT	GULFPORT	MS	39503
	141335	0908F-01-055.000	GILREATH MICHAEL H & CYNTHIA	13307 KINDER DR	GULFPORT	MS	39503
	137359	0907N-01-001.062	GOLD COMPANIES LLC	196 BIENVILLE BLVD	BOURG	LA	70343
	129024	0908F-01-011.000	GOLDIN ALAN H & HOPE U	12223 PRESERVATION DR	GULFPORT	MS	39503
	133021	0908F-01-051.000	GOLDIN JASON	13099 LAKE FLORENCE RD	GULFPORT	MS	39503
	140955	0908C-01-001.037	GOLDIN MARTIN C	12503 PRESERVATION DR	GULFPORT	MS	39503
	127927	0908F-01-007.000	GOLDIN MICHAEL & RUSSELL -TRUSTEES-	13124 LAKE FLORENCE RD	GULFPORT	MS	39503
N	141415	0908F-01-062.000	GOLDIN RYAN M	12503 PRESERVATION DRIVE	GULFPORT	MS	39503
	127922	0908F-01-005.000	GOLDIN SCOTT LEE	12207 PRESERVATION DRIVE	GULFPORT	MS	39503
	133018	0908F-01-048.000	GOLDIN STEVEN L & DEBORAH H	13123 LAKE FLORENCE RD	GULFPORT	MS	39503
				13131 WESTMINSTER BLVD C/O			
	134476	0908F-01-002.001	GRAY ELLERY F & ELAINE R -TRUSTEES-	HUMMINGBIRD REVOCABLE TRUST	GULFPORT	MS	39503
	134528	0908F-01-002.053	GRAY PHILLIP W & LILLIAN K	11990 MUSIC ST	GULFPORT	MS	39503
	127921	0908C-01-001.004	GUIROLA LOUIS JR & STEPHANIE	12453 PRESERVATION DR	GULFPORT	MS	39503
N	127930	0908F-01-002.000	GULFPORT CITY OF				0
	133037	0908F-01-037.001	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
N	129052	0908F-01-037.000	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
	145658	0908C-01-001.071	HEAD TRACY G	12553 ALPHABET ROAD	GULFPORT	MS	39503
	134524	0908F-01-002.049	HERBERT ARTHUR J III & ELLEN G	11991 PRESERVATION DR	GULFPORT	MS	39503
	141334	0908F-01-054.000	HINES OWEN CLARK JR & KELLY FLYNN	13311 KINDER DRIVE	GULFPORT	MS	39503
	145184	0908E-01-001.103	HODA BRENDA	12224 MUSIC ST	GULFPORT	MS	39503
	145193	0908E-01-001.112	HODO DEVIN K & SARAH E JAMES	13233 ARTISAN RD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	56942	0908E-02-001.000	HOLLIMAN PLACE LLC	P O BOX 349	OXFORD	MS	38655
	129034	0908F-01-021.000	HOLMAN JAMES M & MELISSA A	13134 LAKE FLORENCE RD	GULFPORT	MS	39503
	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
	141427	0908F-01-074.000	JACKSON AVERY & LAUREN	13323 KINDER DR	GULFPORT	MS	39503
	141423	0908F-01-070.000	JOHNSON ROSALIND D	2021 ALPHABET RD	GULFPORT	MS	39503
	129054	0908F-01-039.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
N	129053	0908F-01-038.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
	53708	0908E-01-048.000	KIRCH LINDA & PROCTOR ALAN -TRUSTEE	133 RESERVATION DR	GULFPORT	MS	39503
	134477	0908F-01-002.002	KISH KYLE L & SHELLEY H	13137 WESTMINSTER BLVD	GULFPORT	MS	39503
	134527	0908F-01-002.052	KROLL DONALD A & MARLENE B	11994 MUSIC STREET	GULFPORT	MS	39503
	134494	0908F-01-002.019	LAMKIN CLEO	3422 LOCKWOOD CT	MONTGOMERY	AL	36111
	144636	0908C-01-001.047	LANDON HOMES LLC	9113 OLD CCC CAMP ROAD	OCEAN SPRINGS	MS	39564
	134513	0908F-01-002.038	LAWSON DAVID W & ANN G	13149 WHISTLE CT	GULFPORT	MS	39503
	145328	0908C-01-001.063	LEIGH STANLEY & WYNELL	12530 ALPHABET RD	GULFPORT	MS	39503
	129025	0908F-01-012.000	LIEBERMAN STACY RESIDENCE TRUST	14231 SEAWAY RD STE 7000	GULFPORT	MS	39503
	105581	0907N-01-003.007	LOFTIN CONSORCIA S -TRUSTEE-	14481 AUTUMN CHASE	GULFPORT	MS	39503
	134514	0908F-01-002.039	LOVE GREG Z & PAM JO	807 S RIVERSIDE HARBOR RD	POST FALLS	ID	83854
	130172	0908C-01-001.027	LOVELL FRANK A & NANCY D	40 54TH ST	GULFPORT	MS	39507
	134526	0908F-01-002.051	MALONE RICHARD A	11998 MUSIC STREET	GULFPORT	MS	39503
	145174	0908E-01-001.093	MANAS KENNETH SALVADOR & MICKI LE	13304 HAWK PLACE	GULFPORT	MS	39503
	141413	0908F-01-060.000	MARSHALL CHAD E & JARRID HILL	13318 KINDER DR	GULFPORT	MS	39503
	134520	0908F-01-002.045	MASCARO ALEJANDRO E FERREIRA	13138 WHISTLE CT	GULFPORT	MS	39503
	141414	0908F-01-061.000	MASSEY CHARLES P	13322 KINDER DR	GULFPORT	MS	39503
	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
	145170	0908E-01-001.089	MCFARLAND JAMES A & SARAH O	13320 HAWK PLACE	GULFPORT	MS	39503
	53687	0908E-01-064.000	MCKINNEY JOHNNY F	111 BIG SKY DR	GULFPORT	MS	39503
	137354	0907N-01-001.057	MCQUEEN GOLDENA MARTHENA -ESTATE-	13015 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129041	0908F-01-028.000	MCVAY LARRY C II & EDIRNE A	12190 OLD WHISPER CREEK DR	GULFPORT	MS	39503
	145325	0908C-01-001.060	MELLO JOAQUIN NICOLAS & NICOLE T	12521 ALPHABET RD	GULFPORT	MS	39503
	141412	0908F-01-059.000	MICHELLI MADELEINE	13314 KINDER DRIVE	GULFPORT	MS	39503
	145192	0908E-01-001.111	MIRICK CAROLYN	13226 ARTISAN RD	GULFPORT	MS	39503
	129007	0908C-01-001.012	MITCHELL ROBERT ARTHUR	13063 HARTLEY CIR	GULFPORT	MS	39503
	53705	0908E-01-043.000	MOODY ARTIES JONES JR & SHARON L	100 TOMAHAWK TRAIL	GULFPORT	MS	39503
	134510	0908F-01-002.035	MORA JANET	13142 DAYBREAK COURT	GULFPORT	MS	39503
	137356	0907N-01-001.059	MY COTTAGE HOMES LLC	1402 PASS RD	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
				131 RESERVATION DR C/O ASHLIE			
	53704	0908E-01-042.000	NOERNBERG WILLIAM E II &	RENEE WYATT	GULFPORT	MS	39503
	127919	0908C-01-001.002	OTERO MICHAEL & STACEY L	12461 PRESERVATION DR	GULFPORT	MS	39503
	145663	0908C-01-001.076	PETERSON TODD MICHAEL & JANA MARIE	12562 ALPHABET RD	GULFPORT	MS	39503
	137358	0907N-01-001.061	PHAN JENNIFER HUYEN & HO GIAU THI N	13008 TURTLE CREEK PKWY	GULFPORT	MS	39503
	141333	0908F-01-053.000	PIZZETTA DANETTE SHAW	13315 KINDER DR	GULFPORT	MS	39503
	129033	0908F-01-020.000	POOLE CRYSTAL DANIEL & MARCUS	13140 LAKE FLORENCE ROAD	GULFPORT	MS	39503
	145655	0908C-01-001.068	POOLE LARRY SR & CRYSTAL A	12577 ALPHABET ROAD	GULFPORT	MS	39503
	134522	0908F-01-002.047	RAGLAND JOHN D & SHELLEY	13150 WHISTLE CT	GULFPORT	MS	39503
	93312	0907O-01-023.023	RANKIN OTIS G & DEBRA S	12530 O'NEAL RD	GULFPORT	MS	39503
	53690	0908E-01-061.000	RAY MARK STEVEN & DARI STARLING	145 GARY ST	GULFPORT	MS	39503
	141336	0908F-01-056.000	REGISTER MARK A & JANICE M	13303 KINDER DR	GULFPORT	MS	39503
	141426	0908F-01-073.000	RICE SIDNEY EARL JR & SHELLY	13327 KINDER DR	GULFPORT	MS	39503
	134516	0908F-01-002.041	RIDDLE DONALD S & KATHLEEN M	13137 WHISTLE COURT	GULFPORT	MS	39503
	145182	0908E-01-001.101	RIVERS SHELIA L	13309 HAWK PL	GULFPORT	MS	39503
	129017	0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
	134508	0908F-01-002.033	SHAW SUSAN S & PIZZETTA DANETTE S	13205 WESTMINISTER BLVD	GULFPORT	MS	39503
	145329	0908C-01-001.064	SISSON FALON R & ADAM P	12522 ALPHABET RD	GULFPORT	MS	39503
	129005	0908C-01-001.010	SMITH RONNIE J & JESSICA ANNE	13055 HARTLEY CIRCLE	GULFPORT	MS	39503
	144647	0908C-01-001.058	SPIERS BENNIE P & DEBRA J	12508 WESTWOOD PL	GULFPORT	MS	39503
	133005	0908C-01-001.030	STANICH CHARLES A & ROXANNE Q	3505 FORREST PRESERVE CIR	GAUTIER	MS	39553
	129047	0908F-01-034.000	SUROWIEC WALTER JOSEPH	13081 LAKE FLORENCE RD	GULFPORT	MS	39503
	53709	0908E-01-047.000	TATE BARBARA E & TURNER CARLOTTA	101 TOMAHAWK TRAIL	GULFPORT	MS	39503
	137355	0907N-01-001.058	TATE COREY RENEE JR	13009 TURTLE CREEK PKWY	GULFPORT	MS	39503
	134495	0908F-01-002.020	THOMPSON MARY VIRGINIA	13146 WESTMINSTER BLVD	GULFPORT	MS	39503
	134511	0908F-01-002.036	TODD LEVI C & RACHELLE	13146 DAYBREAK COURT	GULFPORT	MS	39503
	145190	0908E-01-001.109	TOMKO CAROLYN	765 WEST MCHENRY RD	MCHENRY	MS	39561
	134479	0908F-01-002.004	TOOTLE HOMES LLC	12500 VILLAGE AVE EAST	BILOXI	MS	39532
	129026	0908F-01-013.000	TRAN JOHN H & TRAN H NGUYEN-TRUSTEE	12215 PRESERVATION DR	GULFPORT	MS	39503
	144239	0907N-01-001.099	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
N	144238	0907N-01-001.098	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
	88504	0907N-01-001.000	TURTLE CREEK SUBDIVISION LLC	P O BOX 4579	HOUSTON	TX	77210
	129032	0908F-01-019.000	VANN MICHAEL A & THERESA	13144 LAKE FLORENCE RD	GULFPORT	MS	39503
	129001	0908C-01-001.006	VO SANG & HONG-AN NGUYEN	10219 BELLE VUE RD	D'IBERVILLE	MS	39540
	56888	0908B-01-008.000	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
	129046	0908F-01-033.000	WALTZ ROBERT D & BRENDA M	13087 LAKE FLORENCE DRIVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	53706	0908E-01-044.000	WANZO VICTORIA L & WILLIE JR	102 TOMAHAWK TRAIL	GULFPORT	MS	39503
	145195	0908E-01-001.114	WARD DORIS DUNCAN	13225 ARTISAN RD	GULFPORT	MS	39503
	129049	0908C-01-001.023	WARD PHILLIP	13062 MIDLAND COVE	GULFPORT	MS	39503
	142564	0908C-01-001.038	WESSON AUGUSTUS & ASHLEY	13050 HARTLEY CIRCLE	GULFPORT	MS	39503
	134523	0908F-01-002.048	WETZEL RAUN JOSEPH & VICTORIA R	11995 PRESERVATION DR	GULFPORT	MS	39503
	134518	0908F-01-002.043	WHITEMAN BRIDGET M & RALPH ANDREW	13130 WHISTLE COURT	GULFPORT	MS	39503
	145330	0908C-01-001.065	WINTER DAVID S & ANNE H	12514 ALPHABET RD	GULFPORT	MS	39503
	145168	0908E-01-001.087	WOLD ROBIN L & GREGORY E	13328 HAWK PLACE	GULFPORT	MS	39503
	118589	0907N-01-003.008	YOCOM BRADLEY A & JEANIE M	13188 O'NEAL ROAD	GULFPORT	MS	39503
N	105584	0907N-01-003.005	YOCOM BRADLEY ALLEN & JEANIE MARIE	13188 O'NEAL RD	GULFPORT	MS	39503

RE: Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

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 28, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, April 28, 2022**. 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. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

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**Order Number:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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



Department of Engineering

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

April 25, 2022

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: Florence Gardens, Phase VIII; Final Acceptance

Dear Mr. Long:

On March, 14 2022, Engineering and Public Works conducted a final inspection of the referenced subdivision, and deficiencies were noted. A follow-up inspection took place and all punch list items have been satisfactorily addressed.

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 \$9,300 is required for a period of one (1) year to cover all infrastructure except roadway, and a warranty bond in the amount of \$11,700 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
Tyler Gentry, Assistant Director of Public Works - Operations

Attachments: 1. Engineering Inspection Report
2. Map



**DEPARTMENT OF
ENGINEERING**

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Florence Gardens Phase VIII
TYPE OF INSPECTION:	Final Inspection
DATE:	March 14, 2022
PERSONS PRESENT:	Jeremy Harrison, Department of Engineering Aaron James, Department of Engineering Joe Johnson, Department of Public Works John Thomas, Department of Public Works Mark Kraninger, Department of Public Works Brian McKnight, Department of Public Works Brian Jones, Department of Public Works David Sanzin, Utility Partners Nick Gant, BMA Engineering Dan Ray Construction

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

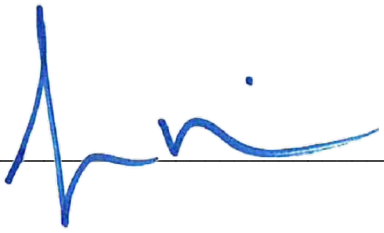
1. Are all water meters installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A
2. Are all water lines and appurtenances installed in accordance with city standards? ☒.Yes ☐.No ☐.N/A
3. Are sewer cleanouts installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A
4. Are all manholes installed in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

TRAFFIC & SAFETY:

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

PUNCHLIST ITEMS

1. Grout lifting eyes on storm drainage structure tops. COMPLETE
2. Pour concrete flume from back of curb to drainage structure tops. COMPLETE
3. Raise fire hydrant along Alphabet Road near Station 6+25. COMPLETE
4. Clean the asphalt debris near DI 1. COMPLETE
5. Clean up the spoil piles along Alphabet Road. COMPLETE
6. Sidewalk along east side of Music Street near detention area to be completed by the end of the warranty period.
7. Install streetlights COMPLETE
8. Install beehive inlet grates on catchbasins along Alphabet Road COMPLETE
9. Provide as-builts in pdf and dwg format COMPLETE
10. Provide certification that all construction is in accordance with Gulfport Construction Standards COMPLETE
11. Provide certified construction costs itemized between sewer/water/drainage/roadway COMPLETE

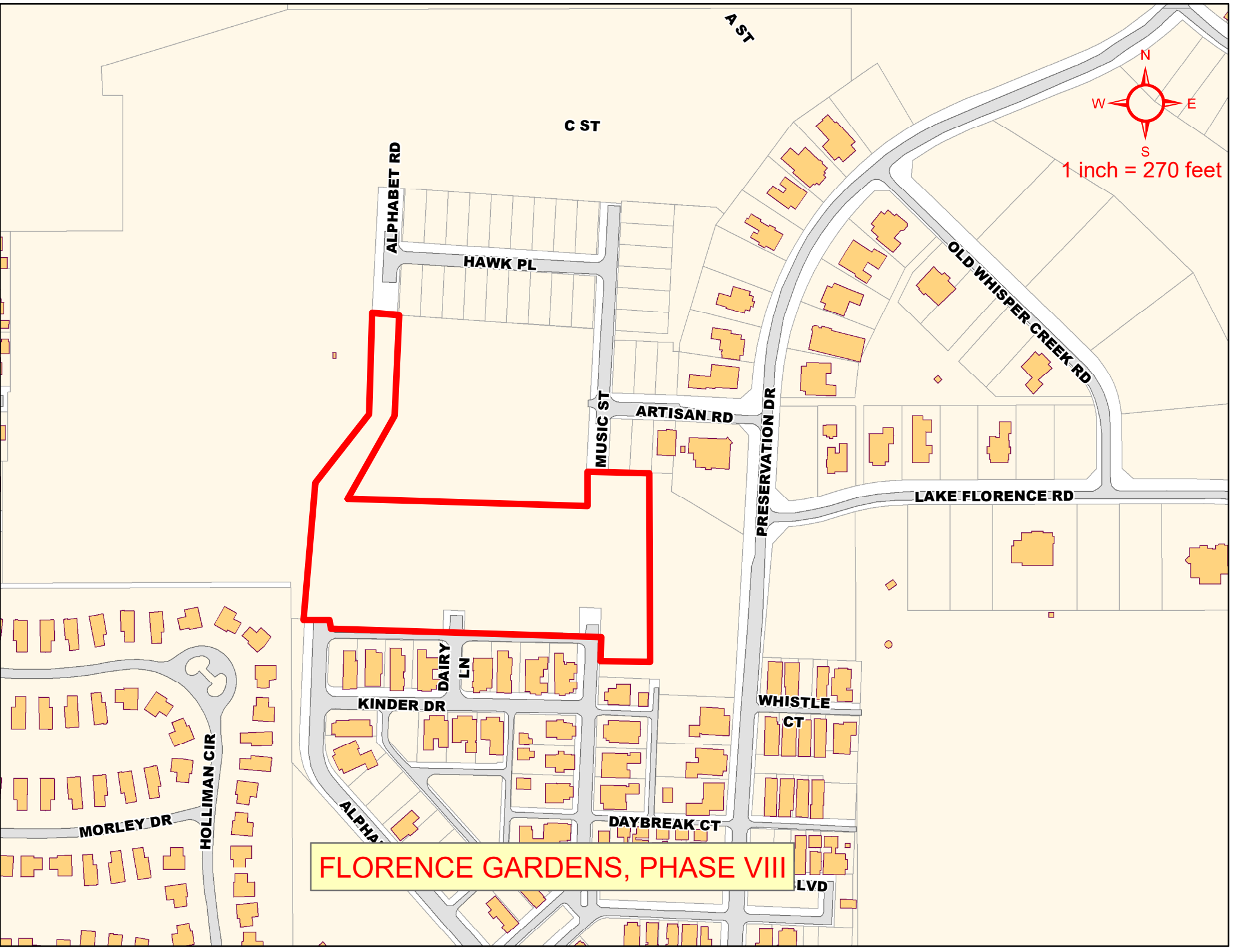
Signed:  Date: 4/25/2022

Name: Jeremy Harrison, P.E. Title: Assistant Director of Engineering



1 inch = 270 feet

FLORENCE GARDENS, PHASE VIII



FLORENCE GARDENS, LLC
CITY OF GULFPORT

13575

Check Number 13575
Check Date Apr 25, 2022
Check Amount \$11,700.00
Discount Take
Amount Paid

Item to be Paid - Description

PH 8 BOND

11,700.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

FLORENCE GARDENS, LLC

12321 Preservation Drive
Gulfport, MS 39503

Hancock Whitney Bank
85-368/655

13575
FRALDARHOF

DATE
Apr 25, 2022

AMOUNT

\$ 11,700.00

Eleven Thousand Seven Hundred and 00/100 Dollars

PAY
TO THE
ORDER
OF:

CITY OF GULFPORT
BUILDING PERMITS
1410 24TH ST.
GULFPORT, MS 39501



Kna Johnson
AUTHORIZED SIGNATURE

Memo:

⑈013575⑈ ⑈06550368⑈ 0063074269⑈

FLORENCE GARDENS, LLC

CITY OF GULFPORT

13572

Check Number 13572

Check Date Apr 25, 2022

Check Amount \$9,300.00

Discount Take Amount Paid

Item to be Paid - Description

PH 8 BOND

9,300.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

FLORENCE GARDENS, LLC

12321 Preservation Drive
Gulfport, MS 39503

Hancock Whitney Bank
85-368/655

13572
FRAUDARMOR

DATE

Apr 25, 2022

AMOUNT

\$ 9,300.00

Nine Thousand Three Hundred and 00/100 Dollars

PAY
TO THE
ORDER
OF

CITY OF GULFPORT
BUILDING PERMITS
1410 24TH ST.
GULFPORT, MS 39501



AUTHORIZED SIGNATURE

Ana Johnson

Memo:

⑈013572⑈ ⑈065503681⑈ 0063074269⑈

CITY OF GULFPORT PLANNING COMMISSION

2204PC061

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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 (RECUSED)
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 9. Final Plat 2204PC061

2 MR. WILLIAMS: Let the record reflect B.J.
3 will recuse himself again from the next two cases.

4 MR. DUCKWORTH: Final Plat 2204PC061 has been
5 duly and timely noticed as required by law. The applicant
6 requests approval of final plat for 26 lot subdivision
7 Florence Gardens Phase 8 with eight outparcels, Preservation
8 Drive, zoned R-1-10, R-2, and R-1-15. A copy of the packet
9 considered is hereby offered to the record.

10 MR. WILLIAMS: Ben, I assume you're the
11 applicant. You're going to speak on this one, too?

12 MR. SMITH: Yes. Ben Smith, 401 Cowan Road
13 Suite A.

14 MR. WILLIAMS: Thank you for the formality.
15 Appreciate it.

16 MR. SMITH: Again, we're approving another
17 phase of Florence Gardens final plat, and we're also carving
18 out some parcels around common areas, the lake, and where
19 the pool is. So that's really the only difference between
20 what we're doing besides creating the new lots.

21 So be happy to answer any questions you guys
22 may have.

23 MR. WILLIAMS: Any questions, Commissioners?
24 Again, I think fairly straightforward as they've been doing
25 there.

1 Nothing?

2 All right. Appreciate it.

3 Anyone else here to speak for this request?

4 Anyone to speak against this request or have
5 questions?

6 Yes. Come up here and give your name and
7 address. I apologize.

8 MR. VANCAMP: Charles A. Vancamp, 102
9 Reservation Drive.

10 I just want a clarification, what he read he
11 said Precision (sic) Drive or something like that.

12 MR. WILLIAMS: Preservation Drive.

13 MR. VANCAMP: It's Reservation Drive.

14 (Person speaking out from audience.)

15 MR. VANCAMP: Is it Preservation in his
16 subdivision, is that what they call it?

17 MR. SMITH: Yes.

18 MR. VANCAMP: Okay. That's what the
19 difference -- okay.

20 MR. WILLIAMS: All right. Thank you for the
21 clarification. Appreciate it.

22 Anyone else here with questions?

23 All right, Commissioners. Do you all have
24 any questions of staff or the applicant? Or a motion,
25 please.

1 MR. JONES: Case File 2204PC061, I feel that
2 Mr. Brown is a very busy man, so I'd just like to approve
3 his request to continue on with his work.

4 MR. WILLIAMS: Good deal. So got a motion to
5 approve Case 2204PC061. Do I have a second?

6 MR. SPANN: Second.

7 MR. WILLIAMS: Got a motion and a second. Any
8 further discussion?

9 All right. All those in favor to approve
10 signify by saying aye. Any opposed to it? All right. You
11 all have been approved.

12 (Unanimous vote.)

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2204PC061

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 4 pages constitute a true and correct transcription of said hearing held on the 28th day of April 2022.

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 3rd day of May 2022.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Final Plat 2204PC062:

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 and R-1-15 (Single-family), Ward 6

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 26, 2022

Re: Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Pemberton

Second: Mr. Hewes

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Yea
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Recused
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Absent
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea
GARLON PEMBERTON	– Yea

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Ben Smith
2. Ashlie Wyatt (Questions), Ken Edwards (Questions)

Speaking against the Petition: None

On April 28, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022.

Technical Report
Final Plat
(Florence Gardens Phase IX)

GENERAL INFORMATION

Case File Number: 2204PC062

Hearing Date: April 28, 2022

Current Zoning/Use: R-1-10 & R-1-15 / Vacant Property

Legal: Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a Final Plat (based on General Plan 2105PC085) to create a new 24-lot residential subdivision, named Florence Gardens Phase IX. This new subdivision is a continuation of Florence Gardens residential development.

Regulations state that the minimum property size for new single-family home in this zoning district is 10,000 square feet with a front yard setback of 25 feet and a side and rear yard setback of 8 feet. Street access created for this is connected to existing roadways and provides an ingress and egress to the current traffic network.

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 that the covenants for the existing Florence Gardens subdivision will apply for this request.

EXECUTIVE SUMMARY

This project has met all of the city requirements and stayed consistent with the General Plan.

Any approval should consider these conditions:

1. Needs a tree survey and tree replacement plan. The tree survey only needs to show protected trees
2. Area south of lot 7 is an un-typed property. It is too small to fit zoning regulations for a lot. Provide detail.
3. Include all water, sewer, and drainage with final plans.
4. 2 copies Mylar, 1 copy Linen must be submitted before case can be heard by City Council.

M. 2

Technical Report
Final Plat
(Florence Gardens Phase IX)

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 4/22/22.

Public Works: No conditions. Memo dated 4/22/22.

Traffic and Safety: No conditions. Memo dated 4/21/22.

Building Code Services: No comments as of 4/22/22.

GIS: Conditions: Include all Water, Sewer and Drainage with final plans. Memo dated 4/21/22.

Police Department: No conditions. Memo dated 4/21/22.

Fire Department: No conditions. Memo dated 4/21/22.

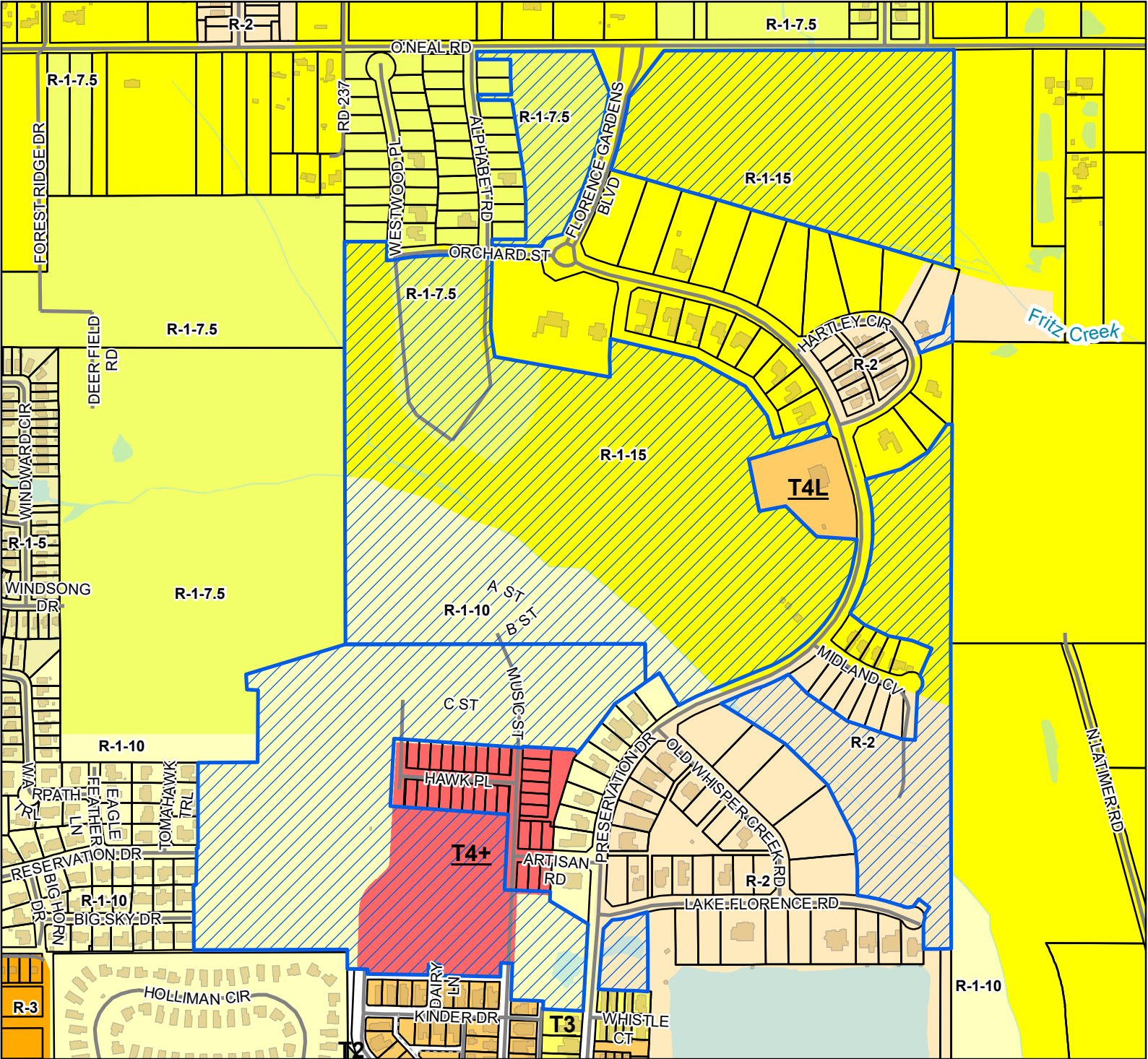
City Arborist: Conditions: Needs a tree survey and tree replacement plan. The tree survey only needs to show protected trees. Memo dated 4/19/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Site

Site

Street

Alley

Parcels

Buildings

Water Features

Smart Code

T4+

T4L

T3

T2

Zoning

R-1-10 - Single Family Residence (Low Density)

R-1-15 - Single Family Residence District (Low Density)

R-1-5 - Single Family Residence District (Medium Density)

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

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

R-3 - General Residence (High Density)

Site Information

0908C-01-001.000

0908E-01-001.001

Zoning: R-1-10 (Single-family) and R-1-15 (Single-family)

Size: 168 acres

Flood: X

0 100 200 300

Yards

1 inch = 615 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

Property Information

TAX PARCEL #	0	9	0	8	C	-	0	1	-	0	0	1	●	0	0	0
	0	9	0	8	E	-	0	1	-	0	0	1	●	0	0	1
						-			-				●			

For Staff Use Only
Case File #: 2204 PC 062
Date Received: 3/4/22
Receipt #: _____
Received By: CL
Zoning: R-1-10 / R-1-15
Ward: _____ Flood: _____
Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: South of Orchard Street; North of Hawk Place; Near Western Property Boundary

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 24 lots for the purpose of sale from home development

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

Florence Gardens, LLC

Printed Name Of Owner
12321 Preservation Drive

Mailing Address

Gulfport MS 39503

City State Zip code
N/A (228) 539-5039 Office

Home Phone Work/Cell Phone
N/A

Email

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent
131 Rue Magnolia

Mailing Address

Biloxi MS 39503

City State Zip code
N/A (228) 436-7612 Office

Home Phone Work/Cell Phone
nick@bmaengineers.com

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.

February 21, 2022

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Authority to Act as Agent – Final Plat Approval
Florence Gardens, Phase 9
(Tax Parcel No(s): 0908E-01-001.001 and 0908C-01-001.000)
Gulfport, Mississippi**

To Whom It May Concern:

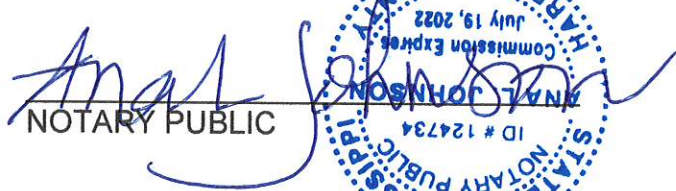
This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Orchard Street; North of Hawk Place, Gulfport, Mississippi (also being tax parcel: 0908E-01-001.001 and 090C-01-001.000).

With this letter, Florence Gardens, LLC, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining Final Plat approval with the City of Gulfport.

Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738



NOTARY PUBLIC



February 21, 2022

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

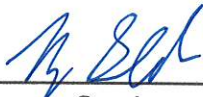
**RE: Covenants
Florence Gardens, Phase 9
(Tax Parcel No(s): 0908C-01-001.000 and 0908E-01-001.001)
Gulfport, Mississippi**

To Whom It May Concern:

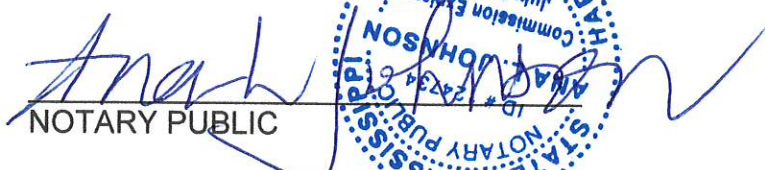
This is to advise that Florence Gardens, LLC, currently owns property, more specifically located West of Florence Gardens Boulevard; South of Orchard Street, Gulfport, Mississippi (also being tax parcel: 0908C-01-001.000 and 0908E-01.001.001).

With this letter, Florence Gardens, LLC, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738



NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF HARRISON

I, Ryan Goldin, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with Tax Parcel # 0908E-01-001.001 or 0908C-01-001.000.


FLORENCE GARDENS, LLC

DATE: 2-22-22

VICE PRESIDENT
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 22 day of Feb, 2022.


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



J. Goldin
1st Judicial District
Instrument 2005 13959 D ~J1
Filed/Recorded 4 4 2005 3 53 P
Total Fees 14.00
5 Pages Recorded

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, SEAWAY DEVELOPMENT COMPANY, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto FLORENCE GARDENS, LLC, a Mississippi limited liability company, the following described real property situated and being located in the First Judicial District, Harrison County, State of Mississippi, as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to any and all recorded restrictive covenants, easements, rights of way, and oil, gas and mineral reservations of record.

The taxes for the current year are assumed by the Grantee.

WITNESS THE SIGNATURE of the duly authorized member of said company this the 1st day of November, 2004.

SEAWAY DEVELOPMENT COMPANY, LLC

BY: *Martin C. Goldin*
Martin C. Goldin, Member

34054-09

~~3262-14~~

0908C-01-001,000
0908B-01-006,000

EXHIBIT A
Page 1

PARCEL I

Being one and the same as that parcel acquired by Warranty Deed from William Russell Love and Amanda Collins Love dated January 22, 1999, and recorded in Deed Book 1439 at Page 11:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP FOUND AT THE NORTHWEST CORNER OF SECTION 1, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE WEST LINE OF SAID SECTION 1, S00°24'10"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH MARGIN, N89°12'31"E 344.74' TO AN IRON ROD FOUND; THENCE S01°10'15"W 871.18' TO AN IRON ROD FOUND; THENCE S89°08'57"E 149.99' TO AN IRON ROD FOUND; THENCE S01°10'45"W 442.60' TO AN IRON ROD LYING ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG SAID SOUTH LINE, S89°50'03"W 477.00' TO AN IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG THE WEST LINE OF SECTION 1, N00°24'10"E 1312.39' TO THE POINT OF BEGINNING, CONTAINING 11.661 ACRES.

EXHIBIT A
Page 2

PARCEL II

Being one and the same as that parcel acquired by Warranty Deed from Adrian O'Neal, et al, Trustees of the Edon Family Trust, dated September 28, 1998, and recorded in Deed Book 1426 at Page 205:

A PARCEL OF LAND, BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, LYING SOUTH OF THE SOUTH MARGIN OF O'NEAL ROAD, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, S00°13'23"W 25.84' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°24'10"W 2649.82' TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°08'28"E 1319.91' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, N89°53'59"W 1346.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, N00°11'30"W 1327.36' TO A LIGHTARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, S89°46'21"W 1329.38' TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°35'03"W 1343.79' TO AN IRON ROD FOUND AT A FENCE CORNER POST BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 2, N00°37'03"W 838.84' TO AN IRON PIPE FOUND; THENCE N00°24'31"E 451.93' TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, N89°48'18"E 2715.42' TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES. SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

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EXHIBIT A
Page 3

PARCEL III

Being one and the same as that parcel acquired by Alan H. Goldin, et al., by Warranty Deed from Lewis N. Vance and Jeff Vance dated July 15, 1998, and recorded in Deed Book 1416 at Page 417:

All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4, Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2667.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 268.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°28'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.28 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'06" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 269.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

Together with a non-exclusive, perpetual easement for ingress and egress more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 80.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

AND ALSO, the following parcel which is conveyed by quitclaim, without warranty and may be subject to claims of others:

A parcel of land within the SW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, lying North of the Mississippi Power Company easement and described as starting at the SE corner of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West and run West a distance of 465.6 feet for the point of beginning; thence continue West a distance of 203.9 feet; thence run South 84.3 feet; run thence Northeast along the Southern boundary of the Mississippi Power Company easement a distance of 220.6 feet to the point of beginning.

Prepared By and Return to:
William C. Smith III
Roger W. Williams
WATKINS & EAGER PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Master Deed Restrictions

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," establishes these Master Deed Restrictions ("Master Deed Restrictions") on the 31st day of March, year of 2006. These Master Deed Restrictions are filed in lieu and in place of the Declaration of Covenants, Conditions and Restrictions for Florence Gardens, which were filed in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi on July 19, 2005 as Instrument Number 2005 17258 D. The aforesaid Declaration of Covenants, Conditions and Restrictions for Florence Gardens is hereby cancelled and terminated and of no further force of effect. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots or Parcels in Florence

Gardens and have joined in the execution of these Master Deed Restrictions to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to these Master Deed Restrictions.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.

B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.

C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.

D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.

F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

Restrictions and continues so long as Founder owns any property, Lot or Parcel in the Master Plan Area.

IMPOSITION OF DEED RESTRICTIONS:

The Founder hereby subjects to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, any additional property which is subject to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") and limited common areas ("Limited Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed. All property within the Master Plan Area shall be sold, held and conveyed subject to the terms, conditions, rights, reservations and obligations set forth herein which shall run with the land and be binding on all parties owning any part, Parcel or Lot in Florence Gardens.

ARTICLE I:

Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

1.2. Documents.

(a) Master Plan. The Master Plan is the plan or layout for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Design Standards during the development stage and to impose other restrictions designed to further the development of Florence Gardens. The reference to a deed herein shall refer to a deed as the context may require.

(c) Declaration. Each "Declaration" shall be a Declaration of Charter, Easements, Covenants and Restrictions, which provides for the ongoing operation and

maintenance of a portion of Florence Gardens. The Neighborhood (as defined in 1.4 Land Definitions, below) will have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Florence Gardens, including mixed use and commercial development may have a separate Declaration as well. The "Declaration" does not refer to the Declaration of Covenants, Conditions and Restrictions for Florence Gardens recorded on July 19, 2005, which has been terminated and is of no further force or effect.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founder, the Association or, with the approval of the Founder or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Standards. The "Design Standards" or "Florence Gardens Design Standards," as further described below in Section 3.1, regulate land use, architecture and environment within Florence Gardens.

1.3 Parties.

(a) Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Parcel. Founder may also refer to Founder's successors and assigns if Founder so designates.

(b) Association. As further described in Section 1.6, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Town Center Declaration may also establish an Association or other management entity. Each Association may accept title to and own land within the Master Plan Area designated as Commons and be responsible for maintaining it and enforcing the Declaration. It is contemplated that there may be other Associations including, but not limited to condominium Associations. The term "Association" herein may refer to both the singular and the plural, as the case may be.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.4 Land Definitions.

(a) Florence Gardens. "Florence Gardens" is all of the property made subject to the Master Deed Restrictions. Florence Gardens initially comprises the Master Plan Area; however, additional land may be added at any time in accordance with the terms of the Master Deed Restrictions.

(b) Master Plan Area. The "Master Plan Area" comprises approximately 355 acres, including the property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified traditional neighborhood development.

(c) Neighborhood. The "Neighborhood" shall be the primarily residential District of Florence Gardens, which shall be subject to the Neighborhood Declaration sometimes referred to as the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood.

(d) District. A "District" is a general type of land use within the Master Plan Area such as Neighborhood (residential) and Town Center (mixed used and commercial). Other Districts may include apartments, condominiums or other land uses. Each District may be subject to a separate Declaration at the sole option of the Founder.

(e) Town Center. The "Town Center" or other name that is adopted by the Founder is intended to be the mixed-use and commercial District of Florence Gardens and, if developed, may be subject to a separate Declaration at the sole option of the Founder.

(f) Commons. "Commons" or "Common Areas" comprises real property or property interests within the Neighborhood, Town Center or other Districts designated as Commons, Common Areas or identified as common area on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(g) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Commons which comprises real property within a District designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of Lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by the Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

(h) Zone. "Zones" are smaller contiguous areas within Florence Gardens of distinct character, building type or within a specific location. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone. Zones will be established or created at the sole discretion of the Founder.

(i) Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominiums, apartments, commercial or other mixed use designations whose owners may form their own association.

j) Parcel. A "Parcel" is the smallest portion of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable Lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel.

The Founder may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel. The Founder may designate Parcels for residential, commercial, mixed use, condominium or other such land use.

(k) Property. "Property" as used sometimes herein shall be the land subject to these Master Deed Restrictions as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

(l) Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities. Other uses are permissible in the discretion of the Founder.

(m) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an

apartment or condominium unit, and a residential dwelling within a mixed-use building. Residential Units may be established at the discretion of the Founder.

(n) Condominium. "Condominium" means that form of ownership of property under which units of improvements are subject to ownership by different owners and there is appurtenant to each unit as part thereof an undivided share in the common areas. The Founder for itself and its successors and assigns may establish Parcels or Lots as condominiums in any Zone or District.

(o) Fines. "Fines" or fines constitute a lien and are enforceable in the same manner as assessments.

1.5 Design Review Definitions.

(a) Design Review Committee. The "Design Review Committee" is the panel established by these Master Deed Restrictions to administer the Design Standards.

(b) Design Standards. The "Design Standards" establishes the plan for the development of Florence Gardens through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Standards do not need to be recorded to be effective but shall be available from the Design Review Committee. The Design Standards may be changed from time to time by the Founder or the Design Review Committee.

(c) Development Period. The Development Period begins immediately upon recording of this instrument and continues until

(i) six months after the Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business; or

(ii) the Founder terminates its rights concerning the Development Period by written, recorded notice.

During the Development Period, the Founder shall select the members of the Design Review Committee, and shall have the right to amend, alter and change the Master Deed Restrictions or any other document, Declaration, rule, or guideline at any time without the consent of any person, party or entity.

1.6 Association Definitions.

(a) Association. Any District Declaration shall each establish an entity to maintain the portion of the Commons contained within the area made subject to the

respective Declaration, and to enforce the Declaration. To accomplish this each District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Town Center Declaration or other commercially oriented Districts may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.

(c) Board. "Board" is the Board of Directors of the Association.

(d) Articles. "Articles" are the Articles of Incorporation of the Association.

(e) Bylaws. "Bylaws" are the Bylaws of the Association.

(f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.

(g) Assessments. "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

(iv) Other Assessments. Other Assessments may be charged as provided in these Master Deed Restrictions or in the applicable Declaration.

ARTICLE II: | Development
Plan

2.1 Mixed Use.

(a) Separate Declarations. The Founder intends to develop residential, condominium, rental apartment, mixed-use and commercial Districts within the Master Plan Area, all of which are intended to be an integral part of the community. These Districts will each be submitted and subject to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, to establish budgets, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Florence Gardens will require cooperation between the District Associations or other management entities including any merchants' associations, if any. It is anticipated that the entities will meet on a regular basis to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Florence Gardens," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to Florence Gardens ("Additional Property") by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founder, or a related or affiliated entity (or with the consent of the owner and the Founder), shall be considered "Qualified Properties":

- (i) property, any portion of which is within one mile of any portion of Florence Gardens, whether or not contiguous (including property separated from Florence Gardens by a public street, body of water or other property); or
- (ii) any other property with a reasonable relationship to Florence Gardens as determined by Founder.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founder intends that any property within Florence Gardens which is conveyed or leased to a party other than the Founder be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale

agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Florence Gardens.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founder for the development of Florence Gardens. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses all at the sole discretion of Founder.

ARTICLE III: | Design Standards

3.1 Establishment of Design Standards. The Founder has established the Design Standards, which comprises the following, all as may be amended from time to time:

(a) The Architectural Regulations, which guide the design of buildings and other “vertical” improvements and describe the materials of which these improvements may be constructed; and

(b) Landscape Regulations, which regulate erosion control, stormwater detention, irrigation, landscape lighting, preservation of existing trees, the planting of new trees and plants, walkways, pathways, gardens and any other such “horizontal” improvements.

(c) Design Review Procedures which describe the review process for compliance with all of the above.

In addition, the Founder shall promulgate a Master Plan and the Founder and/or the Design Review Committee shall promulgate such other rules and regulations regarding setbacks, Lot coverage and other matters.

All construction within the Master Plan Area shall comply with the Design Standards in effect at the time of the submittal, unless a variance is granted as provided herein.

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, mixed use, restaurants, schools, private clubs, hotels, bed and breakfasts or other commercial use, shall be determined based on the Design Standards and the terms of the applicable Declaration. At the Founder’s discretion, the Founder shall record the determination of permitted uses at the time of the Parcel’s addition to Florence Gardens, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make

such a determination of record, the Design Standards, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Standards in accordance with Section 3.4; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 [Intentionally Deleted]

3.4 Modification of the Design Standards. With the consent of the Founder, the Design Review Committee may revise any part of the Design Standards from time to time for any of the following reasons:

- (a) To make changes which the Design Review Committee believes will better accomplish the objectives of Florence Gardens;
- (b) To include new materials or techniques deemed to be suitable to Florence Gardens;
- (c) To adjust for market conditions; or
- (d) To recognize changing land use conditions over time, both from within and outside Florence Gardens.

3.5 Applicable Governmental Codes. It is the intent of the Founder that the Design Standards be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder and the Design Review Committee shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Standards.

ARTICLE IV: | Review
Procedure

4.1 Design Review Committee. The Design Review Committee shall have a minimum of three members as follows:

(a) Founder's Appointees. The Founder shall appoint all of the members during the Development Period, as defined in Section 1.5. Founder's appointees shall serve at the pleasure of the Founder.

(b) Association's Appointees. At the sole discretion of the Founder during the Development Period, The Neighborhood, Town Center and any other District Associations may be permitted to appoint one or more members who are not affiliated with the Founder to the Design Review Committee. Such appointees, if permitted by Founder, shall vote on matters based upon the authority granted them by the Founder.

After the Development Period, assuming that a Town Center Association and other District Associations are formed, the Neighborhood Association shall appoint members to the Design Review Committee who are not Owners within the Town Center or any other Districts. The Neighborhood will retain the voting power of sixty percent (60%) of the total members of the Design Review Committee. The Town Center Association shall appoint members with the voting power of twenty percent (20%) of the total members' voting power. The other District Associations shall collectively by any method they agree appoint members with the voting power of twenty percent (20%) of the total members' voting power, each voting their respective percentages either as a block or by individual Association as they determine in their sole discretion. In the event that there is only other District Associations or the Town Center Association in effect at end of the Development Period, but not both, then the Neighborhood will retain the voting power of eighty percent (80%) until such time as there are either a Town Center or other District Associations established at which time the Neighborhood Association's voting power will be reduced to sixty percent (60%).

Any of the Town Center and District Associations may establish a Design Review subcommittee of the Design Review Committee that has powers established in this Article IV. Membership of the respective Design Review subcommittees must include the voting members of the Design Review Committee who are members of a District Association.

4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Committee must review and approve construction plans, the contractor and/or builder, and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved. Also, if following approval there is a change in designers, architects or builders, or the Parcel is sold to another party, then the new parties are subject to the same obligations as set forth herein and the new designer, architect or builder must be acceptable to the Design Review Committee.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Committee.

(c) Scope. The Design Standards shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, walls, outbuildings, drainage, paving and landscaping and all finish materials. The Design Standards may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

- (i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- (ii) driveways, walks, patios and other ground surface materials;
- (iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
- (iv) fountains, swimming pools, whirlpools or other pools;
- (v) privacy walls or other fences and gates;
- (vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
- (vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
- (viii) signage of any type; and
- (ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops and backboards, and backboards, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design. Anything to the forgoing notwithstanding, the Founder and the Design Review Committee each has the authority to require and enforce certain energy efficient standards and security and communication standards and modify those standards from time to time in its sole discretion.

(e) Trees. The Design Review Committee may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed. Setback lines, easements and right of ways

may be altered by the Founder or the Design Review Committee to accomplish the foregoing.

(f) Drainage. The Property has been designed as a low impact development which provides, among other things, for bio-retention cells and swales to facilitate surface water management. All plans shall comply with applicable drainage, water conservation, erosion control and storm water detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Committee. Notwithstanding the above, or anything contained herein, the Design Review Committee, the Founder, and the Associations shall not be liable for any adverse physical conditions, drainage, soil or other issues relating to a Lot or Parcel and construction or development thereon, nor are the Design Review Committee, the Founder and the Association liable to repair any such conditions.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

(h) Sidewalks. The Master Plan provides for a "Walkway System" within the Property. Portions of the Walkway System will be located in the rights of way adjacent to the front and side property line of Parcels or within the boundaries of the Parcels. The Founder will design the Walkway System which might include a hard walking surface, landscaping, irrigation, lighting and benches, among other improvements. The Founder will provide to the Owner of each Parcel a specific design for the segment of the Walkway System that will be located on or adjacent to any portion of his/her Parcel. Each Owner will be responsible for the cost of the construction and installation of the Walkway System adjoining his/her Parcel and will be required to construct the improvements upon demand by Founder and/or the Design Review Committee according to the approved plans and specifications designed by Founder.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Standards and overall quality of design. If the Design Review Committee rejects an application due to overall design quality, despite compliance with the Design Standards, the Design Review Committee shall make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant variances from the Design Standards based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in its Design Standards and/or other rules and regulations promulgated by the Review Board. However, a delay in reviewing an application shall not be deemed approval for construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Committee shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All Fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. All Fines constitute a lien and are enforceable in the same manner as an assessment. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. The Design Review Committee is not responsible under any circumstances for any non-compliance by Owner with respect to governmental requirements.

4.4 Approval of Architects, Builders.

(a) Generally. The creation of the Florence Gardens streetscape depends on the quality of design and construction and adherence to the Design Standards. While architects, designers and builders may be selected by the Owner, at the sole option of the Founder, which privilege may be withdrawn or modified on all or portions of the Property at any time, no architect, designer or builder may be used without the express written consent of the Founder or the Design Review Committee. Approval of architects, designers and builders is necessary to insure quality construction and a reasonable spirit of cooperation. The Founder or the Design Review Committee will publish applications, rules and procedures governing the approval of architects, designers and builders from time to time.

(b) Architects. Architects must be approved by the Founder or the Design Review Committee before submitting plans on behalf of his Owner/client. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Standards, all as determined in the Founder's and Design Review Committee's sole discretion.

(c) Builders. Builders must be approved by the Founder or by the Design Review Committee before building in Florence Gardens. Approval may be withheld for any reason or no reason in their sole unfettered discretion. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations and build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in Fines, forfeiture of the deposit and revocation of the right to build in Florence Gardens.

4.5 Enforcement.

(a) Fines. The Design Review Committee may require the builder or Owner to post a deposit from which the Design Review Committee may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Committee, the Founder or the Association may require the Owner to resolve the dispute

through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, costs and expenses even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Founder or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founder or the Association, as applicable. The Parcel shall be subject to a lien for the cost if not paid. The Founder or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Standards may be granted in particular circumstances; however, such variances shall not create a precedent for other applications. The Founder or its assignee shall have the unfettered right to interpret the Design Standards.

4.6 Liability. The Design Review Committee may act in its sole discretion in approving or disapproving all plans and specifications submitted to it. Neither the Design Review Committee, nor any individual member thereof, shall be liable to any person for any official act of the Design Review Committee in connection with submitted plans and specifications, except to the extent the Design Review Committee or any individual member thereof acted with malice or wrongful intent.

Approval by the Design Review Committee does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the Design Review Committee has approved the plans and specifications, neither the Design Review Committee nor any of its members, nor the Founder, shall be responsible or liable to any Owner, builder, contractor or any other party with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve.

Neither the Association, the Design Review Committee or any agent thereof, the Founder or any of its partners, employees, agents or consultants shall be responsible in any way for defects in any plans or specifications submitted, including drainage, revised or approved in accordance with the provisions of the Design Standards, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Design Review Committee shall be defended and indemnified by the Association in any such suit or proceeding.

No approval of plans and specification and no information in the Florence Gardens Design Standards shall be construed as representing or implying that such plans, specification or standards will, if followed, result in a properly designed Residential Unit or other structure. Such approvals and standard shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner.

4.7 Town Center. If a Town Center is developed, the Founder, during the Development Period, or the Town Center Association, after the Development Period, may at any time establish a separate Town Center Design Review Subcommittee, which shall operate in the same manner, and have the same powers, as the Design Review Committee established by these Master Deed Restrictions but which shall have jurisdiction over only that property within the Town Center. During the operation of such Town Center Design Review Subcommittee, the original Design Review Committee shall continue to be the Design Review Committee for Florence Gardens and shall continue to review and approve any construction or modification within the Neighborhood, while any construction or modification within the Town Center must be reviewed and approved by the Town Center Design Review Committee but shall not be required to be reviewed or approved by the Design Review Committee except that the Design Review Committee shall have final authority over all matters that relate to enforcement of the intent of Founder's Statement of Purpose for Florence Gardens, and to the extent that any matters addressed by the Town Center Design Review Subcommittee shall conflict with the Founder's Statement of Purpose, in the sole opinion of the Design Review Committee, the Design Review Committee shall have final authority over those matters. If the Founder or Town Center Association fail to establish such a Town Center Design Review Subcommittee, or if such board ever ceases operation, then all construction or modification within the Town Center shall be subject to review by the original Design Review Committee.

4.7a. Other Districts. Any Districts established by the Founder shall, for design review purposes, be entitled to the same method of autonomy for design review authority as the Town Center and may establish a Design Review Subcommittee. In such cases the

District Design Review Subcommittee and the Design Review Committee shall have the same scope of authority and rights as provided in 4.7, above.

4.8 Financial Support. The Associations shall pay the professionals and staff reasonable compensation for serving on the Design Review Committee, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Associations shall set the Design Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Committee to which any excess fees shall be contributed. The Design Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

4.9 Environmental Protection. To secure the natural beauty of the Property, the Design Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be hazards or threats to the environment including but not limited to such items as the application of certain fertilizers, pesticides or other chemicals. Failure of any Owner or tenant of Owner to comply with the requirements of such rules and regulations shall constitute a breach of this instrument. The Design Review Committee may further prohibit or restrict the introduction, planting or cultivation or vegetative species that the Design Review Committee in its sole discretion considers invasive or otherwise undesirable.

Areas determined to be jurisdictional wetlands by the US Army Corps of Engineers will be designated on the recorded plat for each Lot containing wetlands. Areas designated as wetlands within a Parcel may not be drained, filled, dredged, altered or otherwise impacted in any way without the express consent through the issuance of the appropriate permit(s) by the US Army Corp of Engineers and/or the Mississippi Departments of Marine Resources and/or any other state or federal regulatory agency that may have jurisdiction over wetlands. Normal mowing in wetland areas is, however, permitted.

The Association and the Founder, during the Development Period, hereby reserves unto itself a perpetual and releasable right and license on, over and under all Property including Parcels for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Founder shall be paid by the respective Owner(s) of the Parcel(s) upon which the violation occurs.

4.10 Applicability to the Founder. Notwithstanding anything contained herein to the contrary, the Founder is not obligated by and subject to the provisions of this Article IV.

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation which results in empty Lots or Parcels, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Design Review Committee within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the appropriate governing authority.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founder, who may assign these rights at any time to the Design Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founder or any entity related to or affiliated with the Founder. At the end of the Development Period as defined in Section 1.5, all of the Founder's rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Construction Time Limit. Unless otherwise specified in the deed or other recorded instrument from the Founder, Owner shall:

(a) Submit initial plans and begin the design review process within twenty-one (21) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within twenty-four (24) months from the closing date (the "Construction Start Date");

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within twelve (12) months from the Construction Start Date for Residential Parcels, and within eighteen months for Special Use Parcels and other Parcels (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (a), (b) and (d), shall be extended for casualty, extreme material shortages, extreme weather conditions other significant matters beyond the builder's control or by the approval of the Founder or Design Review Committee.

5.3 Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founder shall have the following options:

(a) As to 5.2 (a) and (b): the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel.

(b) As to 5.2 (c) and (c): Unless Owner has obtained a Certificate of Completion and Release as provided in Section 4.3, and except as provided in Section 5.4, Founder may exercise its rights against Owner as provided below at any time before the Required Completion Date or within two (2) years after the Required Completion Date (i) if the improvements are complete but do not conform to the plans approved by the Design Review Committee, or (ii) if the improvements made do conform with the approved plans but remain incomplete. Founder may preserve its enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founder may assign any or all of its rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee.

Founder may repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel, plus the Fair Market Value, as defined below, of any improvements made in accordance with plans approved by the Design Review Committee. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee equal to 10% of the Fair Market Value of any improvements made on the Parcel in accordance with plans approved by the Design Review Committee shall be deducted from the amount required to be paid to Owner by Founder.

Fair Market Value shall be defined as the value established by an independent appraiser, selected in the manner provided below (the "Independent Appraiser"), who is experienced in appraising residential properties of the character and quality of the properties developed in Florence Gardens. The method of selection the Independent Appraiser shall be as follows: Owner shall be given an opportunity to select an appraiser qualified with the experience as provided above, or in the absence of the Owner or unwillingness of the Owner to make such selection in a timely manner, an alternate shall be selected by

Founder, who is not related to Founder in any way, to make the appraiser selection on behalf of Owner; Founder will select a qualified appraiser; and the two appraisers will then, by agreement, select a third appraiser who will become the Independent Appraiser.

(c) If an improvement is commenced and construction is then abandoned for more than thirty (30) days or construction is not completed by the Required Completion Date, after the proper notice is given, the Association may impose a Fine of not less than \$500 per day on the Owner of the Parcel until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Special Assessment and a lien against the Parcel as provided.

The remedies provided in this section are at the Founder's option and may be exercised together or separately as Founder deems appropriate, and are not intended in any way to limit the remedies under Section 4.5 (b).

5.4 Subordination to Mortgage.

(a) Effect. Founder and any designee or assignee of Founder's rights under Section 5.3 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including FNMA, FHLMA, any bank, savings and loan association, credit union or other such institution) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founder or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founder shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founder or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien.

(c) Mortgage Foreclosure. If lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founder has not provided a release and satisfaction of its rights as provided in Section 5.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel and may be enforced against Lender or any subsequent Owner.

(d) Extension. If lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founder that it wishes to extend the Required Completion Date. Founder shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

(ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of four (4) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the design review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founder's rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.5 Resale Restriction. If Owner desires to sell its Parcel before construction is complete and before Owner has obtained the Certificate of Completion and Release, Owner is required to notify Founder or the Association of its intention to sale and when a agreement to purchase has been concluded, Owner is required to provide Founder or the Association with the name and address of the Owner's purchaser. In such an event, the new Owner shall be subject to all of the terms, conditions and restrictions as set forth herein, except that the Plan Submittal Date, Construction Start Date and Completion Date will be subject to amendment by the Founder or the Design Review Committee, in their sole discretion, upon the submission and approval of a revised application by the new Owner in accordance with the provisions of Article IV, above.

If an Owner fails to give the required notice prior to the sale of a Parcel upon which construction of improvements has not been completed and a Certificate of Completion

and Release has not been granted, then the Founder shall have available all remedies at law and in equity, against both the original Owner and the subsequent Owner. In addition, in such an event the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the date of the original closing of the sale from the Founder to the original Owner and all of Founder's rights, including those provided in 5.3, above, shall be preserved and binding on the new Owner.

ARTICLE VI: | Founder's Additional
Reserved Rights

6.1 Easements in Favor of the Founder. The easements reserved in this Section 6.1 are subject and subordinate to those reserved in Section 6.2. The easements provided by this section are intended to permit the Founder to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Florence Gardens and the Master Plan Area (including property separated from Florence Gardens by a public road, private road, water or other natural or manmade barrier), whether or not such properties are developed as part of Florence Gardens:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than alleys or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. If such roads become a primary means of access to a community which is not made part of Florence Gardens, and Florence Gardens does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of Florence Gardens road maintenance.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Florence Gardens and the Master Plan Area for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. These

easements may also be used for telecommunications, telephone, cable or internet services, including but not limited to the construction of facilities, as may be owned, approved or developed by Founder or its assigns and designees.

(c) Police Powers. A blanket easement throughout Florence Gardens for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Florence Gardens to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity which exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of Florence Gardens or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons at the Founder's discretion and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area.

(h) Founder's Rights and Reservations. No provisions in the Articles, the Bylaws, these Master Deed Restrictions or any Declaration shall limit, and no Owner or the Association shall interfere with, the right of Founder to subdivide or re-subdivide any portions of the Master Plan Area, or any part, Parcel or Lot of Florence Gardens to complete or alter improvements or refurbishments to and on the Commons and common facilities or any portion of the Master Plan Area owned by Founder, or alter the construction plans and designs, or construct such additional improvements or add future phases as Founder deems advisable during development period of the Master Plan Area.

Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, temporary construction trailers and sales offices as may be reasonably necessary for the conduct of Founder's business or completion of the work and disposition of the Parcels by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Parcel hereby acknowledges that the activities of Founder may temporarily or permanently constitute an inconvenience or nuisance to the Owners and each Owner hereby consents to such inconvenience or nuisance. These Master Deed Restrictions shall not limit the right of the Founder at any time prior to acquisition of title to a Parcel by a purchaser from Founder to establish on that Parcel, and Commons, additional licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Master Plan Area. The Founder need not seek or obtain Association or Board approval of any improvement constructed or placed by Founder on any portion of the Master Plan Area. The rights of the Founder under these Master Deed Restrictions may be assigned by Founder to any successor and any interest or portion of Founder's interest in a portion of the Master Plan Area by a recorded, written assignment. Notwithstanding any other provision of this these Master Deed Restrictions, the prior written approval of Founder will be required before any amendment to this Section 6.1(h) shall be effective while Founder owns a Lot or any part of a Parcel of Florence Gardens. Founder shall be entitled to the nonexclusive use of the Commons without further cost, for access, egress, ingress, use or enjoyment, in order to show the Master Plan Area to its prospective purchasers and carry out the Master Plan Area as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Parcel, an irrevocable, special power of attorney to Founder to execute and record all documents and maps necessary to allow Founder to exercise its rights under this Section 6.1(h). This Section 6.1(h) shall be applicable for so long as the Founder owns any portion of the Master Plan Area.

(i) Reservation of Easement Rights by the Founder. The Founder, for itself and its assigns, hereby reserves a nonexclusive easement and right of way in, through, over, and across any area shown as an easement on a plat and in, through, over, and across any Commons for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, telecommunication facilities, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to Florence Gardens and to other real property in the vicinity of the Master Plan Area. The Founder hereby reserves for itself and its assigns a nonexclusive easement and right of way over any and all streets and roads of the Master Plan Area for purposes of vehicular and pedestrian ingress and egress to any other lands or property

owned by the Founder, its members and assigns, or any related or affiliated entities of the Founder or its members. Any and all instruments of conveyance made by the Founder to the Association with respect to any Commons shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Founder, the Association shall from time to time execute, acknowledge, and deliver to the Founder or its assigns such further assurances of this reservation as may be necessary.

(j) Conveyance of Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights of way over any Commons for the installation, operation and maintenance of sanitary sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefiting Florence Gardens and other real property in the vicinity thereof as may be considered necessary or appropriate by the Founder or Board of Directors for the orderly maintenance, preservation and enjoyment of any Commons and for the preservation of the health, safety, convenience, and welfare of the Owners of the Parcels, or the Founder.

6.2 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain and have access to a sales office, a management office and an unlimited number of models within Florence Gardens. These facilities may be located on any Parcel or any Commons in Florence Gardens and may be relocated from time to time at the Founder's discretion. The Founder shall have the right to use any Parcel, the clubhouse and other Commons for sales, management and other purposes as it deems necessary in its sole discretion. The sales office, management office and models may be owned by different entities, including builders and other entities unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Florence Gardens. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Florence Gardens.

6.3 Commercial Use of Images. The Founder reserves the following rights:

(a) Commons. The exclusive right to grant permission, charge for or collect fees for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Florence Gardens which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting its independent permission for any part of Florence Gardens owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of Florence Gardens in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Florence Gardens or Mississippi, the development of tourism or commerce or any other similar purpose.

6.4 Name.

(a) Change. The Founder shall have the right to change the name, Florence Gardens, for all or any part of the property subject to these Master Deed Restrictions. Founder may, but is not required to, amend these Master Deed Restrictions to reflect the name change.

(b) Trademark. The Founder reserves the right to trademark the name "Florence Gardens" its logo or other name, logo or slogan of the community as a trade name owned by the Founder. An Owner of a business in the Town Center or other commercial District may use the trademarked name to describe the location of the business, and may advertise its business as being located "in Florence Gardens" or other trademarked name. If requested by the Founder, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Owner may not use the trademarked name in any other manner without the express permission of the Founder, which may be arbitrarily denied.

ARTICLE VII: | General Provisions

7.1 Assignment. Founder may assign all or any portion of its rights at any time for all or part of the Master Plan Area to a related entity, to a successor Founder, or to the Association.

7.2 Additional Property. Unless a notice is recorded specifically to the contrary, the submission of additional property to a Declaration for Florence Gardens shall automatically extend the provisions of these Master Deed Restrictions to the additional property as well. Founder may, but is not required to, record a notice in the public records extending these Master Deed Restrictions to the additional property or may modify these Master Deed Restrictions as to the additional property.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions or other Declarations or covenants or restrictions contemplated herein may be amended only with the written consent of the owners of either two-thirds of the Parcels or two-thirds of the land by acreage within the Master Plan Area whichever approval can be more readily obtained. During the Development Period, the written consent of the Founder shall be required as well for any amendment. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development.

(b) By the Founder. Notwithstanding anything contained herein to the contrary and to the extent permitted by law, and without limiting the generality of the foregoing, the Founder specifically reserves the absolute and unconditional right to amend these Master Deed Restrictions without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Master Deed Restrictions' provisions or correct errors.

(c) Limitations. Whenever any action described in these Master Deed Restrictions requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder. After assignment of Founder's rights under Articles III and IV to the Association, those provisions shall be amended as provided in the Declaration.

(d) Recording. Any amendment shall take effect upon recording in the public records.

(e) Liens. All fines, liens and assessments as contemplated herein, or in any

other Declaration or by any Association, shall be a lien on the Parcel or Lot to which it applies and is collectible by such action at law or in equity, including foreclosure, as shall afford the aggrieved party a property remedy.

(f) Resort Designation. Founder hereby reserves the right to request that all or part of Florence Gardens be designated a resort or resort destination as defined under the laws of the State of Mississippi. No Owner of any Lot or Parcel of Florence Gardens shall have the right to object to any such request by Founder.

(g) Duration; Termination. The covenants and restrictions contained in these Master Deed Restrictions shall run with and bind Florence Gardens and the Master Plan Area and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Master Deed Restrictions as of a specified date.

7.4 Enforcement. In addition to the various enforcement rights specified in this instrument, Founder may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under these Master Deed Restrictions or to seek damages.

7.5 Green Space Areas. It is the intention of the Founder that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence on the Property be maintained and enhanced by designation of certain areas of the Common Area as Green Space, Green Belts or Conservation Areas (collectively as used herein, "Green Space") as designated on the plats of the Property filed by the Founder for record with the Chancery Clerk of Harrison County.

No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Founder and the Association expressly reserve the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through Green Space and Common Area for the purpose of permitted observation and study of wildlife, hiking and non-motorized bike riding, to erect small signs throughout the Green Space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the Community Use and enjoyment of the Green Spaces. The Founder and the Association, shall have the right, but shall not be obligated, to protect from erosion all Green Space by planting trees, plants, shrubs and

other ground cover where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Founder and/or the Association, respectively. The right is likewise reserved to the Founder and/or the Association to take steps necessary to provide and insure adequate drainage ways in the Green Space and Common Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by the assessment of the Association in accordance with the provisions of this Declaration.

The use of the Common Areas, Common Facilities and Green Spaces by the Owners, their invited guests and invites shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Founder and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

7.6 Venue. All disputes, legal proceedings or arbitration shall be filed in Harrison County, Mississippi.

(Signature Page Follows)

In witness whereof, the Founder has executed these Master Deed Restrictions as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute these Master Deed Restrictions as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to these Master Deed Restrictions.

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Florence Gardens Phase 1-A is recorded in Book 46 at Page 17, Harrison County, Mississippi.

Florence Gardens Phase 1-B is recorded in Book 47 at Page 8, Harrison County, Mississippi.

Prepared By and Return to:
William C. Smith III
Roger W. Williams
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Declaration of Charter, Easements, Covenants and Restrictions For The Residential Neighborhood of Florence Gardens

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," makes this Declaration on the 31st day of March, year of 2006.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a neighborhood development to be known as Florence Gardens. It is contemplated that Florence Gardens will be comprised of two principal Districts: the Neighborhood, which is the primarily residential District; and Town Center or something similar, which brings together a mixture of commercial and residential uses. There may be other or additional

Districts of the community. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix commercial, civic and residential uses in a way that enlivens the Neighborhood.

B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Town Center, if developed, shall be subject to a separate Declaration. The residential units within Town Center are to be made members of the Neighborhood association on a limited basis so that the residents can enjoy the recreational facilities and activities of the Neighborhood.

C. The Neighborhood will have an owners' association to own and maintain certain Commons and Limited Commons.

Florence Gardens is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Florence Gardens.

D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance Neighborhood life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the Neighborhood, and to allow for self-governing of the Neighborhood by its Owners.

DECLARATION:

The Founder, who except as set forth hereinbelow, is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits and subjects the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the Property comprising the Neighborhood shall be held, sold, conveyed and subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots in Florence Gardens and have joined in the execution of this Declaration to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to this Declaration.

ARTICLE I: Definitions

1.1 Articles. "Articles" are the Articles of Incorporation of the Association.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

- a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.
- b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Limited Common or Zone charges, if any.
- c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements, emergency expenses or other matters, in accordance with the provisions of Section 10.4.
- d) Other Assessments. Any other assessment which may be charged in accordance with this Declaration.

1.3 Association. "Association" is the Florence Gardens Residential Neighborhood Owners Association, Inc., a Mississippi nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association. The Board shall be appointed by the Founder during the Development Period.

1.5 Building. "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Florence Gardens Design Standards, a Building may be attached to another Building and share party walls. The Florence Gardens Design Standards may permit the construction of two or more Buildings or two or more Residential Units on a Lot. Interpretation of the Florence Gardens Design Standards is in the unfettered discretion of the Founder or its assignee.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association.

1.7 Commons. "Commons" or "Common Area" comprises real property within the Neighborhood as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.7(a) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Common Area which comprises real property within the Neighborhood, if any, designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by this Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

1.8 Neighborhood Roads. "Neighborhood Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. Most of the Neighborhood Roads are intended to be dedicated to the public. Any Neighborhood Roads not dedicated to the public shall be part of the Commons or Limited Commons. The Plat or Plats should be reviewed for more detailed information about roads and streets.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Florence Gardens.

1.10 Design Standards. The "Design Standards" or "Florence Gardens Design Standards" establish the plan for the development of Florence Gardens through its regulation of land use, architecture and environment. The Florence Gardens Design Standards are originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Florence Gardens Design Standards do not need to be recorded to be effective but shall be available from the Florence Gardens Design Review Committee. The Design Standards may be amended from time to time by Founder or the Florence Gardens Design Review Committee.

1.11 Design Review Committee. The "Design Review Committee" is the panel established to administer the Florence Gardens Design Standards, as established by the Master Deed Restrictions and described in Article IV.

1.12 Development Period. Development Period, as defined in this Declaration and the Master Deed Restrictions and other Declarations contemplated herein, shall mean the period of time commencing with the execution hereof and continuing for six (6) months after Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business. The Development Period may sometimes be referred to as the Construction Period.

1.13 Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns.

1.14 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately

identifiable parcels on the recorded subdivision plat(s) of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominium, apartments, commercial or other mixed use designations whose owners may form their own association.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Florence Gardens, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Florence Gardens Design Standards during the development stage and to impose other restrictions designed to further the development of the Neighborhood.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to reasonable change based on market conditions, governmental requirements and other modifications that may be made as development progresses.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 355 acres intended for development as a single, unified neighborhood development to be known as Florence Gardens.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Articles VI and VII of this Declaration.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The "Neighborhood" is the real property described on *Exhibit A*. The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.22 Owner. "Owner" is the record owner, whether one or more persons or entities, of the title to any Parcel within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.23 (a) Plat. The official map or plat of Florence Gardens or any part thereof.

1.23 (b) Property. Property as used herein shall be the land subject to these covenants as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

1.24 [Intentionally Deleted]

1.25 Residential Unit. A "Residential Unit" is an individual Residential Unit and shall include a townhouse or other attached Residential Unit (such as each half of a duplex unit), an apartment or condominium unit, a Residential Unit within a mixed-use building, or an assisted living facility unit (but not a nursing home). Residential Units may be established at the discretion of the Founder.

1.26 Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or Neighborhood or recreation facilities or such other use as the Founder establishes from time to time.

1.27 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founder or the Association in accordance with Article II to add Additional Property to the Neighborhood.

1.28 Zone. "Zones" are smaller, contiguous areas within the Neighborhood of distinct building type, character or within a specific location. The Founder, in its sole discretion, may elect to develop or utilize Zones in the development of Florence Gardens and the Neighborhood. The Founder or its assigns shall form and establish zones as it deems necessary. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

ARTICLE II:

Property comprising the Neighborhood

2.1 Property. The real property that shall be held, transferred, conveyed, leased and occupied subject to this Declaration consists initially of that real described on *Exhibit A*.

2.2 Development Plan.

(a) Property. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood development and is intended to include

both residential and commercial properties. Portions of the Master Plan Area that are primarily commercial may be submitted to this Declaration in accordance with Section 2.3, or may be submitted to a separate declaration and maintained by a separate association. The number and type of associations shall be determined by the Founder or its assignees.

2.3 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Neighborhood any part of the Master Plan Area as "Additional Property." This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founder may also add to the Neighborhood contiguous property, or property any portion of which is within one mile of any portion of the Neighborhood (including any property separated from the Neighborhood by a public street, body of water or other property) or any other property with a reasonable relationship to the Neighborhood. The Founder may also add individual Residential Units (such as apartments or condominium units above stores or offices) that are within primarily commercial portions of the Master Plan Area, even if the land surrounding the units is not added.

(b) By Members. Additional property of any type may be added to the Neighborhood by a majority vote of the Board. The Founder must approve of the addition of any additional property so long as it owns any of the Master Plan Area or any of Florence Gardens.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. If individual Residential Units that are within primarily commercial portions of the Master Plan Area are added, the amount of assessments to be paid by such

units may be reduced, based upon a reasonable estimate of the units' usage of the Commons as determined by Founder or its successors and assigns.

2.4 [Intentionally Deleted]

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration during the Development Period, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character. During the Development Period the Founder shall make all determinations concerning Zones.

ARTICLE III:

Easements

3.1 Easements in Favor of the Association. The Founder hereby reserves for the Association and its assigns the following easements, which shall benefit the Neighborhood, the Founder or its successors and assigns:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, electricity and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. During the Development Period this easement may be altered, terminated, amended or assigned as Founder deems appropriate.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons and Limited Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Florence Gardens is intended to maximize land usage and sense of Neighborhood by providing squares and parks while also offering smaller but private yards for individual use. As provided by the Florence Gardens Design Standards, certain buildings within the Neighborhood may be attached as townhouses, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association and/or Founder may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Florence Gardens Design Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it serves to separate Parcels on their property line. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and

maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for all insurance requirements, painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Florence Gardens Design Standards.

(e) Yard Easements. To allow most efficient use of a Lot while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the plat, the Florence Gardens Design Standards or on the deed from the Founder to the first Owner other than the Founder. Such use easements may be up to four feet wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such a Lot subject to an easement shall be the beneficiary of a similar easement along another portion of the Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Subject to regulation under the Florence Gardens Design Standards, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not a primary structure) upon the easement area.

(f) Roof Overhang; Footings. For certain building types, such as sideyard or zero-lot-line houses, which are to be built along a property line, the Florence Gardens Design Standards may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Standards and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(g) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

ARTICLE IV:

Commons

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons or Common Area, including in certain instances Limited Common Area. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons, including the Limited Commons, and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the commons as provided in paragraph 4.4 (C), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel. Only certain Owners shall have a right of easement and use as to the Limited Commons.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential

Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) Open-Air Market and Festivals. The Founder reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Founder also reserves, for itself or its various assigns, the right to use portions of the Commons for festivals or other events intended to enrich and enliven the Neighborhood. Founder further reserves a right of access through the Commons for all such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold. Notwithstanding the foregoing, Founder, during the Development Period, shall have the right to change the use, designation and configuration of the Commons.

4.5 Neighborhood Road Regulation. To the extent permitted by Florence Gardens, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Design Review Committee, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Neighborhood Roads. To the extent permitted by Florence Gardens and applicable law the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages

any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. Each Owner, by taking title to a Parcel, and the Association by its joinder in the Declaration and each person using any such facility agrees that neither Founder nor any entity designing, constructing, owning, operating or managing the Commons and Limited Commons shall be liable to the Owner or the Association or any invitee of the Owner or the Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Commons or the Limited Commons or to the usage thereof. This release of liability shall apply without limitation, to any such claim arising in whole or in part from the negligence of Founder or any other entity or person designing, constructing, managing, operating or owning the Commons and Limited Commons. Each Owner and the Association agree to indemnify and hold harmless Founder and any other entity designing, constructing, managing, operating or owning the Commons and Limited Commons against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Commons and Limited Commons as originally designed and constructed and as same may be altered in design, layout and construction from time to time.

ARTICLE V:

Neighborhood Planning and Administration of The Design Standards

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Florence Gardens Design Standards as the guide for all construction within the Master Plan Area and create the Florence Gardens Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Florence Gardens Design Review Committee.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Florence Gardens shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Florence Gardens Design Standards during the

Development Period. At the end of the Development Period, the Founder shall assign to the Association its rights to enforce the Florence Gardens Design Standards, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing members of the Florence Gardens Design Review Committee and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

ARTICLE VI:

Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Mississippi law, and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, and as further limited by exclusive reservations in favor of the Founder, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Neighborhood Roads which are not dedicated roads or lighting of dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Neighborhood;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way, sidewalks, drainage areas, traffic signage and other public or private properties located within reasonable

proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to the Neighborhood, or as otherwise agreed to by the Association; and

(f) any other service allowed by law to be provided by a homeowners' association organized under the appropriate governing law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not re-institute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, or any affiliate of Founder or any entity in which Founder owns an interest, for the performance of all or any portion of the management of the Association and its maintenance, repair obligations and other services. The cost of the contracts shall be included within the General Assessment, Special Assessment, or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership. The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the title to a Parcel and is included in the definition of an Owner hereunder. When more than one Person owns or holds an interest or interests in a Parcel, then all such Persons shall be Members.

6.5 Action by Members. The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Founder. The Class B Member(s) shall be the Founder. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified

percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

6.6 Members' Voting Rights . Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote cast for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot except for condominium unit(s) as provided in Section 6.11 hereof. The vote for each Lot may not be divided or fractioned.

(b) Until such time as the Founder executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Members shall be the Founder who shall be entitled to one vote for each Lot owned by Founder and in addition two votes for each one vote of a Class A Member.

6.7 Membership Appurtenant to Real Property . The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

6.8 Voting Conflict Between Members . If the title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

6.9 Termination and Reinstatement of Class B Members . If on any one or more occasions all Class B memberships should terminate or the Class B Member should relinquish its rights hereunder, and if after any such termination or relinquishment, the Founder, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Founder as a Class B Member shall be fully reinstated with a full vesting of all rights previously relinquished, and following each such occasion, the Founder, or the nominee or nominees, if any, of the Founder, shall continue to be Class B Members with all rights vested herein until such time as the Founder

thereafter relinquishes such rights. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Founder, and their nominee or nominees, if any, shall have all rights and powers of Class B membership, as herein provided.

6.10 Other Voting Provisions. The Articles and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

6.11 Condominium Unit(s). In the event a Residential Unit or other improvement constituting a condominium unit(s) is constructed on a Lot, then upon conveyance of the condominium unit(s), each Owner of the condominium unit shall be entitled to one vote appurtenant to such condominium unit; provided, however, in such instance there shall not be a vote appurtenant to the common areas which are a part of such condominium unit(s). In no event shall the total number of votes appurtenant to a Lot upon which condominium units are located exceed the number of condominium units on such Lot. Further, in the event an Owner of a condominium unit on a Lot owns more than one such condominium unit on the same Lot, then such Owner shall be entitled to only one vote for all condominium units owned by such Owner on the Lot.

6.12 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder; Selection during the Development Period. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board during the Development Period. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the development period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.13 Classes of Votes.

(a) Intent. It is anticipated that a single Owner, alone or with affiliates, may own condominiums or other Parcels and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Neighborhood includes a significant number of apartment units, it is deemed desirable that tenants participate in the operation of the Neighborhood.

(b) Block Vote. If, after the Development Period any Owner, alone or with affiliates, controls at least 20% of the votes of the Association, that Owner shall select

one member or 20% of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third of the votes of the Association, that Owner shall select two members or one third of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner. The Founder shall elect all board members during the Development Period.

(c) Tenants. Tenants within the Neighborhood may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period the number of rental units equals at least one third of the total Residential Units in the Neighborhood, then the number of directors shall be increased so that tenants may elect one voting member of the Board of the Association.

(d) Calculation. For purposes of paragraph (b), the calculation of numbers of Board members shall not include the tenant delegate. For example, if a condominium or apartment building owner controlled one-third of the votes, the Board could comprise two members elected by the condominium or apartment building Owner, four members elected by other Owners, and one member elected by tenants.

6.14 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.15 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

6.16 Limitation of Liability and Indemnification.

The Association shall indemnify every officer, director and committee member, Founder, Founder Members, Founder employees and agents against any and expenses, including counsel fees and expenses, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, illegal activities, or bad faith. The officers, directors or committee members shall have no personal liability with respect to any contract or commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be

exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled.

ARTICLE VII: Decision Making

7.1 Neighborhood Meeting.

(a) When called. After the Development Period the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property	Section 2.3
Repeal of Additional Services	Section 6.2
Election of the Board of Directors	Section 6.12
Approval of General Assessments when increased more than 15%	Section 8.4
Ratification of expenditures for capital improvements	Section 8.6
Approval of Zone expenses	Section 8.7
Amendment of Declaration	Section 13.1
Dedication of the Commons	Section 13.2
Merger into, or Dedication of Commons to, Municipality	Section 13.4
Termination of the Declaration	Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be

waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

ARTICLE VIII: Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, taxes,

licenses, fees and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorated basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder. The Founder is authorized to establish an assessment for the first year and collect same at the closing and conveyance of the Lot to an Owner.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and petitions signed by at least 10% of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Neighborhood Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by

a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under paragraph 8.4 (C), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Florence Gardens Design Review Committee is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment. Assessments may be collected at the time of the sale to the first non-Founder owner.

(e) Limited Common Area Assessment. Notwithstanding anything contained herein to the contrary, the Owners located adjacent to or affected by the Limited

Common Area shall be subject to and pay a Limited Common Area Assessment for the cost of maintenance of the Limited Common Area and related expenses. This Limited Common Area Assessment is automatic and can not be waived or voted out by the Owners.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX:

Allocation of Expenses

9.1 Generally. The common expenses of the Association shall be generally allocated among Parcels on a pro-rata basis, with each Parcel responsible for and being assessed an equal amount for the General Assessment. This method of assessment shall apply to residential Lots in the Neighborhood upon which are built individual residential units. Parcels which consist of other types of residential units such as apartments or condominiums may be assessed in a different manner, as determined and set forth in a Supplemental Declaration within which condominiums, apartments or other such uses are planned. Founder shall in its sole discretion set and determine the method and allocation of Assessments for such other uses in said Supplemental Declarations.

9.2 [Intentionally Deleted]

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation, at the discretion of the Founder. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association.

9.5 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not

added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

ARTICLE X:

Covenants for Maintenance Assessments

10.1 Obligation for Assessments. The Founder, for each Parcel or Lot owned within the property submitted and subject to this Declaration or Supplemental Declaration hereby covenants for each subsequent Owner, and each Owner of any Parcel or Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration,
- (c) Individual Parcel Assessments for any charges particular to that Parcel, including, but not limited to assessments for use and maintenance of Limited Common Area, and
- (d) other Assessments as allowed in the Declaration,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full. The assessment may be collected at the time the Lot is conveyed to the Owner or non-Founder party or entity.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels on a pro-rata basis as provided in Article IX ("Allocation of Expenses").

Notwithstanding any provisions in this Article to the contrary, Founder, so long as it owns a Lot shall have a choice of payment of its share of the Assessments. It may in its sole determination either (a) pay the difference in the amount of the receipts due from Owners and the amount of the actual costs of operations, or (b) it may pay the full annual Assessment for each Lot it owns.

In the event that any financial deficiency occurs in the operation of the Association as a result of the non-payment of Assessments by Owners who owe the Assessment but have

not paid them, the Founder may, but is in no way obligated to do so, advance these sums temporarily to the Association. In such event, the advance will be considered a loan from the Founder and the Association and each Owner and Member of the Association is liable for the repayment of that loan on terms acceptable to the Founder including reasonable interest

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments. Notwithstanding the foregoing, the Founder may set, estimate and collect assessments at the time of the conveyance of a Lot or Parcel to an Owner in the manner as set forth below.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro-rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment, including charges relating to use and maintenance of Limited Common Area.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or the builder, and at all subsequent transfers of title, the purchaser of the Parcel shall contribute an amount equal to at least six months of annual Assessments. The exact amount of the capital contribution shall be determined by the Founder during the Development Period and the Board thereafter. This capital contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for capital expenses of the Association and for working capital for the Association, and shall not be considered a pre-payment of Assessments. This capital contribution is separate and apart from Assessments. The Founder may also determine to collect tax assessments as a lump sum or other method

10.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel. Notwithstanding the foregoing, the Founder's Members shall not be held personally liable for any Assessment Charge owed by the Founder.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. Notwithstanding the foregoing, any Assessment Charge due on any property owned by Founder shall not be a lien and may not be enforced upon recording of a claim of lien.

(c) Suit for Payment; Foreclosure of Lien. The Association and/or Founder may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association and/or Founder have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid. The Association and/or Founder may bring such action at law or in equity or both as shall allow for the

complete enforcement of this Declaration. Notwithstanding the foregoing, Founder may not lose the right of use of any of the Commons for itself, its employees or agents.

10.8 Transfer Fee and Certificate of Payment. Upon the sale or other transfer of any Parcel (other than the sale of Parcel by the Founder) there shall be paid to the Association a "Transfer Fee" equal to one dollar (\$1.00) for every ten thousand dollars (\$10,000.00) of the purchase price of the Parcel (including the cost of the improvements constructed thereon). This Transfer Fee shall be remitted to the Association immediately following the closing of the sale or other transfer of a Parcel, together with the full name and address of the new Owner of the Parcel.

Also, prior to the sale of any Parcel in the Neighborhood, the closing attorney or other party handling the closing of the sale and purchase must contact the Association to determine the status of the Assessments against the property and similar matters and to receive a certificate of payment. This procedure must be followed for any sale or transfer of a Parcel in the Neighborhood.

The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI:

Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the Neighborhood.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant, hotels, bed and breakfasts, health spas, private clubs, recreational use or other commercial use, shall be determined based on the Florence Gardens Design Standards and the plat, subject to the zoning requirements of the appropriate governmental agency or entity. At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Florence Gardens Design Standards, or the approval of the Building or modification under this Declaration, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, home-based businesses that do not generate significant noise, odor, parking problems, increased traffic or which encourages vehicles other than automobiles (as defined herein), shall be

permitted in any residential area. Signage for home-based business shall be regulated under the Florence Gardens Design Standards. The type of home-based business allowed and/or encouraged in Florence Gardens shall be determined by the Board of Directors in its sole discretion. The Board's decision is final, not appealable to any court or other authority and may be arbitrary and capricious.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. The Association and/or Founder may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership, unless otherwise determined in the Association's sole discretion.

11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Florence Gardens Design Standards or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. Except for uniform mail boxes and address numbers approved by the Association and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted in or on the dwelling, the Parcel or any improvement on the Parcel, including "For Sale" or "For Lease" signs of the Owner or realtor representing an Owner. Builders or realtors of builders of newly constructed dwellings may place "For Sale" signs on the designated property of a design and size individually and specifically approved by the Association. Inappropriate signs or signs not in good repair will be removed by the Association. The

Association may change sign design requirements at any time.

Notwithstanding the foregoing, the restrictions of this Section shall not apply to Founder, its agents and affiliates during the Development Period.

The Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration including but not limited to speed limit signs, directional signs and no parking signs.

(c) Parking and Vehicles.

(i) No Parking Zone. The Neighborhood has been designed with a roadway system that minimizes the impact on the natural beauty of the Property, therefore on-street parking at any times throughout the Neighborhood is prohibited. Additional off-street guest parking will be provided by the Founder at selected locations throughout the Property. In addition, for large private gatherings, guests of Owners may request approval of the Association to reserve and use designated parking areas developed with the Common Facilities. Failure to conform to the no-parking areas will be a violation of the Declaration. Notwithstanding the foregoing, Founder during the Development Period and the Association after the Development Period may provide rules and guidelines concerning temporary parking for contractors, builders and their vendors while constructing, remodeling or performing maintenance on Owner's houses or the Commons.

(ii) Parking for Residential Units. Each single family Residential Unit to be constructed on a Lot having an area greater than 12,000 square feet shall provide for enclosed (garage) parking for a minimum of two automobiles. Each single family attached Residential Unit and each single family detached Residential Unit to be constructed on a Lot having an area of 12,000 square feet or less shall provide for enclosed (garage) parking for a minimum of one automobile. Off-street parking shall be required for each Residential Unit. The number of off-street parking spaces, excluding the use of the driveway that provides access to the garage(s), will be a minimum of two on each Lot having an area greater than 12,000 square feet, and one on each Lot having an area of 12,000 square feet or less. Anything to the contrary notwithstanding, the Founder or the Design Review Committee may increase the enclosed parking or off-street parking requirements on any Residential Unit.

The Committee will have the authority to consider variances to the number of enclosed parking spaces and off-street parking spaces on Lots that it deems to have unusual circumstances or where it believes in its sole opinion that the required parking standard will contribute to a poor design solution for the Lot.

Owners and their guests must park in their provided off-street parking or may park in spaces as provided within the Common Areas if prior approval has been obtained from the Association.

(iii) Other Motorized Vehicles. The Board shall have authority to promulgate rules and regulations to govern the parking upon any Lot, on the street or within any portion of the Commons of motor homes, tractors, trucks (other than three quarter ton and small pickup trucks which are considered automobiles) commercial vehicles of any type, campers, motorized campers, trailers, boats and other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other forms of transportation devices (collectively "Other Motorized Vehicles"). Furthermore, although not expressly prohibited hereby, the Board may at any time, promulgate rules and regulations banning Other Motorized Vehicles or any specific type included in the definition of Other Motorized Vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. Any Motorized conveyance that cannot be licensed for use on public streets will be prohibited from use on all streets and Common Areas for the Neighborhood.

(iv) Restrictions on the Use of Certain Vehicles. All Terrain Vehicles, four wheelers, motorized go-carts and other similar vehicles may not be ridden anywhere on the Property. Motorcycles, use for transportation, may be ridden from the entrance to their destination and parked and must be equipped with a muffler.

(v) Repair of Vehicles. Owners, their tenants and Invites shall not repair or restore any vehicle of any kind upon which any Lot, Residential Unit, or within any portion of the Commons, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(d) Sports Equipment. Play structures, such as basketball hoops and backboards and swing sets, must be kept in good repair and may be limited, in accordance with the Florence Gardens Design Standards, to back yards or alleys. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

11.4 Leasing. Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding, may be rented by the owner, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation hereunder.

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood in the sole determination of the Association. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures: Camping. The Florence Gardens Design Standards may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events which are encouraged, subject to regulation by the Florence Gardens Design Standards. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

11.7 Outside Burning. Exterior fires are prohibited at all times. No Owner shall permit any condition upon its Property which creates a fire hazard or is in violation of fire prevention regulations. Notwithstanding the foregoing, the restrictions of this Section shall not apply to the Founder relative to the Founder's development activities on the Property including but not limited to the construction of roadways and Commons and the installation of utilities services.

11.8 Exterior Lights. The design and location of permanent exterior lighting and other types of landscape lighting shall be subject to the approval of the Design Review Committee. Neither these nor any other illumination devices shall be located anywhere on the structure or grounds of any Lot in such a manner to adversely illuminate or affect the nighttime environment of any adjoining Property. The Design Review Committee will promulgate rules and regulations concerning the temporary use of exterior lights for seasonal occasions. Each single family residential unit shall include one or more natural gas fueled coach lights at the front entrance of the residential unit. The design and location of the coach light(s) shall be subject to the applicable provisions of the Design Standards.

11.9 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or Association rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not

limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner, his family, his tenants, or invitees shall knowingly use, generate, manufacture, store, release, dispose of, transport to or from or permit to exist in, on, under or about his Lot, the Commons or any portion of the Property and Hazardous Materials except in compliance with the Environmental Laws.

11.10 Rules and Regulations.

(a) Generally. The writing of rules is one way to address specific issues that arise within the Neighborhood. The Association and/or Founder may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 25% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owners' family members, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association. Each Owner is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

11.11 Enforcement. In order to enforce the Declaration, the Board may take any of the following actions:

(a) Fines. The Board has the right to assess fines up to the maximum allowed by law and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. However, the primary goal of this chapter is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(b) Pets. If the Board finds that a pet causes an unsafe condition or

unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Florence Gardens.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Florence Gardens Design Standards and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction. The Association, the Founder and their successors and assigns shall have the right to bring such action at law and/or in equity so as to afford the aggrieved party a proper remedy. The party adjudicated at fault shall pay all costs, expenses and fees incurred in enforcing this Declaration or any Declaration contemplated herein.

ARTICLE XII:

Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent act of other insured.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Casualty Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Certain improvements, such as green space or landscaping, may not be insurable. However, buildings or other structures usually are insurable. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Florence Gardens. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the

Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.4 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Florence Gardens Design Review Committee or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.9(C) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII:

Amendment, Redevelopment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy except in cases where Founder deems it necessary during the Development Period. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the Neighborhood's benefit, these new provisions should be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founder. During the Development Period the Founder specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Declaration's provisions, correct errors or modify same due to market conditions.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific written consent of the Founder.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Dedication.

(a) Neighborhood Roads. If any portion of the Neighborhood Roads has not previously been dedicated to the public, the Founder or Association shall have the right to

convey title to or dedicate the Neighborhood Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Founder during the Development Period and by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association after the Development Period.

(c) Alleys; footpaths. At least twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency.

13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, the Founder and a majority of the mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable. The requirements of this section are not applicable to vacant land, Lots or Parcels owned by the Founder.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Florence Gardens Design Standards, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the

Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment; When Available. Redevelopment shall be available only upon the occurrence of one of the following:

(i) Any time after thirty (30) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least two-thirds, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.5 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. After the Development Period, redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes within the Redevelopment Area and mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels. Prior to the end of the Development Period redevelopment also requires the approval in writing of the Founder, which may be granted or withheld in its sole discretion.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners. Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. Upon approval of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the

seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers and any other relief at law or in equity may be entered in any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Formation of Municipality. If all or substantially all of Florence Gardens is incorporated as a municipality or other local government unit, the following would apply:

(a) Merger of Association. Members of the Association may, by majority vote, dissolve the Association or, if allowed by law, merge the Association into the municipality. Upon such dissolution or merger, all the Commons shall be dedicated to the public and the municipality shall have all the rights and obligations of the Association provided by this Declaration.

(b) Dedication without Merger. Alternatively, Owners could approve by majority vote a plan by which Commons are dedicated to the public, but the Association would retain some of its powers and duties, such as architectural review and enforcement of the covenants and restrictions.

(c) No Dedication. If no dedication is approved, the Association and Commons shall be maintained without change.

13.5 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners and the Founder.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association and the Founder, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.6 Re-recording. Unless this Declaration is terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Mississippi law to preserve its effect.

13.7 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV:

General Provisions

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a Neighborhood of the highest quality. The italicized portions at the beginning of each Article, if any, and all headings

are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, if any, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on one-half or more of all Parcels encumbered by a mortgage. Specifically, there is no requirement to obtain the consent of mortgagees to amend, alter or change this Declaration.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Mississippi.

14.8 Sidewalks and Walking Trails. Owners are responsible for the construction of sidewalks or walking trails where such sidewalks or walking trails abut the street side boundary line(s) of the Owner's Lot or are incorporated into an easement within the Lot as shown in the plans for the Neighborhood. Completion of the sidewalk or walking trail shall correspond to the completion of the driveway for the Lots and shall be built in strict conformance with the Design Standards and construction plans developed under the direction of the Founder or Design Review Committee. If the acceptance of the sidewalk or walking trail maintenance and repair is made by the Association, City of Gulfport, or other governmental agency having jurisdiction, the Owner's responsibility to keep the sidewalk or walking trail in repair shall be terminated.

14.9 Residential Unit Sizes and Setbacks.

(a) The minimum square feet of heated living area to be contained within any Residential Unit or any Lot shall not be less than 1100 square feet if one level Residential Unit and 1400 square feet if a multi level Residential Unit. The Founder, in its sole discretion, may increase or decrease the minimum square feet of heating living area by Zone ,street or by groups of contiguous parcels or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the

alternative, the Founder may enforce the minimum square feet by the use of deed restrictions on individual Lots.

(b) Any building setback dimensions that violate the ordinances or other regulations established by the City of Gulfport or other governmental agency having jurisdiction will require a variance from the City or governmental agency having jurisdiction which variance may not be granted; however, in no event, except as provided in (c) below, shall any Residential Unit or other building be erected on any Lot nearer than three feet from the Lot line, ten feet from the rear lot lines or three feet from the side lot lines except for Residential Units constructed as attached single family structures or zero lot line structures which set backs may be zero feet. On corner lots, the set back on the side yard adjacent to the street must be a minimum of ten feet.

(c) For some Lots, neighborhoods or streets in the Neighborhood it may be impossible or inadvisable to enforce the above stated set back requirements due to the natural terrain, lot configurations, proximity of adjacent structures or other considerations that the Design Review Committee deems appropriate. Therefore, notwithstanding anything else herein to the contrary, the Design Review Committee or the Founder may establish or approve specific deviations (both increases and decreases) to said set back requirements which it believes to be beneficial to a specific Lot, neighborhood, street or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the alternative by the use of deed restrictions on individual Lots.

14.10 Venue. Any disputes, legal matters or arbitration shall be conducted or litigated in Harrison County, Mississippi

(Signature Page Follows)

In witness whereof, the Founder has executed this Declaration as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute this Declaration as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to this Declaration.

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Florence Gardens Phase 1-A, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 46 at Page 17, reference to which is hereby made in aid of and as a part of this description.

Florence Gardens Phase 1-B, a subdivision according the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 47 at Page 8, reference to which is hereby made in aid of and as a part of this description.

February 28, 2022

Gregory Holmes – Planning Administrator
City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Application for Final Plat
Florence Gardens, Phase 9
Gulfport, Mississippi**

Dear Mr. Holmes:

Enclosed is a complete Application for Final Plat for Tax Parcel No(s). 0908C-01-001.000 & 0908E-01-001.001. Please find attached the following:

- Application for Final Plat
- Proof of Ownership
- Authority to Act as Agent (Notarized)
- Final Plat (7 copies 11"x17", 2 CD's containing AutoCAD.DWG file)
- Protective Covenants
- Check for Application Fee

Should you have any questions or comments, please feel free to contact me at (228) 436-7612.

Sincerely,



Nicholas Gant, P.E.

Enclosures

FLORENCE GARDENS

PHASE 9

A SUBDIVISION LOCATED IN SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

BOUNDARY DESCRIPTION

A parcel of land being located in the NW 1/4 of the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 2, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Beginning at a 1/2" iron rod found at the Northwest corner of Florence Gardens, Phase 6, as recorded in Plat Book 56, Page 56, said Point Of Beginning having grid coordinates N.350316.85 and E.912675.04 based on the Mississippi State Plane Grid Coordinate System, East Zone, (2301), NAD '83, U.S. Survey feet, coordinates and courses herein are grid values based on said grid coordinate system using a scale factor of 0.999955869 with a convergence angle of -00°06'54.63465" (at the Point Of Beginning); thence S 03°14'42" W 119.94 feet along the West boundary of Florence Gardens, Phase 6 to a 1/2" iron rod set; thence West 150.14 feet to a 1/2" iron rod set; thence N 03°18'34" E 284.49 feet to a 1/2" iron rod set; thence N 04°35'26" W 54.07 feet to a 1/2" iron rod set; thence N 21°20'58" W 61.54 feet to a 1/2" iron rod set; thence N 17°35'17" W 90.80 feet to a 1/2" iron rod set; thence N 10°03'24" W 64.04 feet to a 4"x6" wood post found at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 2; thence N 00°25'18" W 387.60 feet to a 1/2" iron rod set; thence N 05°09'35" E 99.74 feet to a 1/2" iron rod set; thence N 15°45'02" E 99.75 feet to a 1/2" iron rod set; thence N 26°32'59" E 99.75 feet to a 1/2" iron rod set; thence S 58°03'03" E 150.00 feet to the beginning of a curve to the right; thence Northeastly 103.18 feet along said curve being concave to the Southeast, having a central angle of 15°33'24", with a radius of 390.00 feet, and also having a chord bearing and distance of N 39°43'39" E 102.86 feet to a 1/2" iron rod set; thence N 40°13'55" W 10.01 feet to a 1/2" iron rod set at the beginning of a curve to the right; thence Northeastly 16.29 feet along said curve being concave to the Southeast, having a central angle of 02°23'35", with a radius of 390.00 feet, and also having a chord bearing and distance of N 48°45'38" E 16.29 feet to a 1/2" iron rod set at the beginning of a curve to the left; thence Northeastly 98.45 feet along said curve being concave to the Northwest having a central angle of 20°08'54", with a radius of 280.00 feet, and also having a chord bearing and distance of N 39°52'59" E 97.98 feet to a 1/2" iron rod set; thence N 29°48'32" E 152.11 feet to a 1/2" iron rod set; thence S 55°38'03" E 70.22 feet to a 1/2" iron rod set; thence S 29°48'32" W 148.63 feet to the beginning of a curve to the right; thence Southwesterly 123.08 feet along said curve being concave to the Northwest, having a central angle of 20°08'54", with a radius of 350.00 feet, and also having a chord bearing and distance of S 39°52'59" W 122.45 feet to the beginning of a curve to the left; thence Southwesterly 87.76 feet along said curve being concave to the Southeast, having a central angle of 15°42'45", with a radius of 320.00 feet, and also having a chord bearing and distance of S 42°06'03" W 87.48 feet to a 1/2" iron rod set; thence S 58°27'27" E 139.41 feet to a 1/2" iron rod set; thence S 37°17'13" W 61.23 feet to a 1/2" iron rod set; thence S 00°26'37" E 392.79 feet to a 1/2" iron rod set; thence S 21°48'58" E 155.23 feet to a 1/2" iron rod set; thence S 03°15'05" W 195.58 feet to a 1/2" iron rod set; thence N 86°45'18" W 117.48 feet to a 1/2" iron rod set; thence S 03°14'42" W 149.35 feet to a 1/2" iron rod found on the North boundary of said Florence Gardens, Phase 6; thence N 86°45'18" W 60.00 feet along said North boundary to the Point Of Beginning.

The above described parcel of land containing 379.49 square feet, or 8.712 acres, more or less.

OWNER'S DEDICATION

This is to certify that FLORENCE GARDENS, LLC is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of FLORENCE GARDENS, PHASE 9 and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the _____ day of _____, 2022.

FLORENCE GARDENS, LLC

By:

RYAN GOLDIN, Manager/Member

ACKNOWLEDGMENT

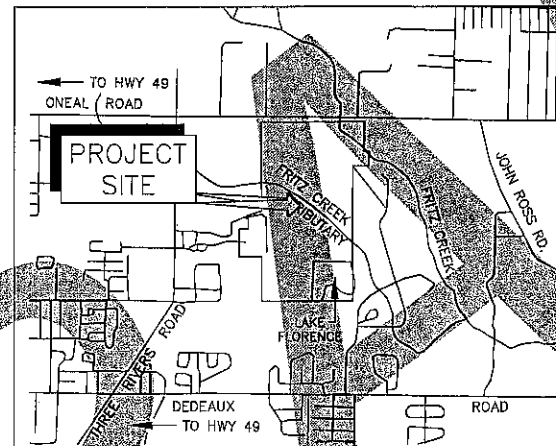
State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, RYAN GOLDIN, Manager/Member of FLORENCE GARDENS, LLC, who acknowledged to me that he signed, sealed, and delivered this plat as authorized to do so by the corporation on the day and in the year set forth above.

GIVEN under my hand and seal this the _____ day of _____, 2022.

My commission expires:

NOTARY PUBLIC



VICINITY MAP
(N.T.S.)

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of FLORENCE GARDENS, PHASE 9 is hereby approved and accepted by the Gulfport City Planning Commission in accordance with its procedure for approving this plat and plans this the _____ day of _____, 2022.

CHAIRMAN, CITY PLANNING COMMISSION

CERTIFICATE OF ACCEPTANCE

This Plat has been submitted to and approved by the Mayor and City Council of the City of Gulfport, Mississippi, by order adopted and entered on their official Minute Book _____ Page(s) _____, held on the _____ day of _____, 2022.

Billy Hewes
Mayor, City of Gulfport

F.B. "Rusty" Walker, IV
Council President, City of Gulfport

SURVEYOR'S CERTIFICATE

I, JEFFREY C. COLLINS, a Professional Land Surveyor in 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 _____, 2022.

JEFFREY C. COLLINS, P.S. No. 2742

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JEFFREY C. COLLINS, P.S., who acknowledged to me that he signed, sealed, and delivered the foregoing certificate on the day and in the year set forth above for the purpose(s) therein expressed.

GIVEN under my hand and seal this the _____ day of _____, 2022.

My commission expires:

NOTARY PUBLIC

CERTIFICATE OF RECORDATION

Filed and recorded by duplicate in the Record of Plots of Harrison

County, Mississippi, in Plat Book _____, Page _____, on the _____ day of _____, 2022.

CHANCERY CLERK

By:

DEPUTY CLERK

CERTIFICATE OF COMPARISON

We, the undersigned, do hereby certify that we have compared the ORIGINAL plat with the DUPLICATE plat of FLORENCE GARDENS, PHASE 9 and find the same to be an exact duplicate thereof.

CHANCERY CLERK

DEPUTY CLERK

JEFFREY C. COLLINS, P.S.

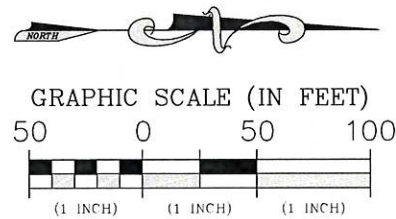
CITY ENGINEER'S APPROVAL

A bond or certified check has been posted, which is available to the city and in sufficient amount to assure such completion of all required improvements.

Final approval of Layout of Plat on this the _____ day of _____, 2022.

Wayne E. Miller, P.E.
Gulfport City Engineer

SHEET 1 OF 3



Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.999955869 Convergence Angle = -00°06'54.63465" (at the Point Of Beginning)

MISSISSIPPI CLASS "B" SURVEY

LEGEND

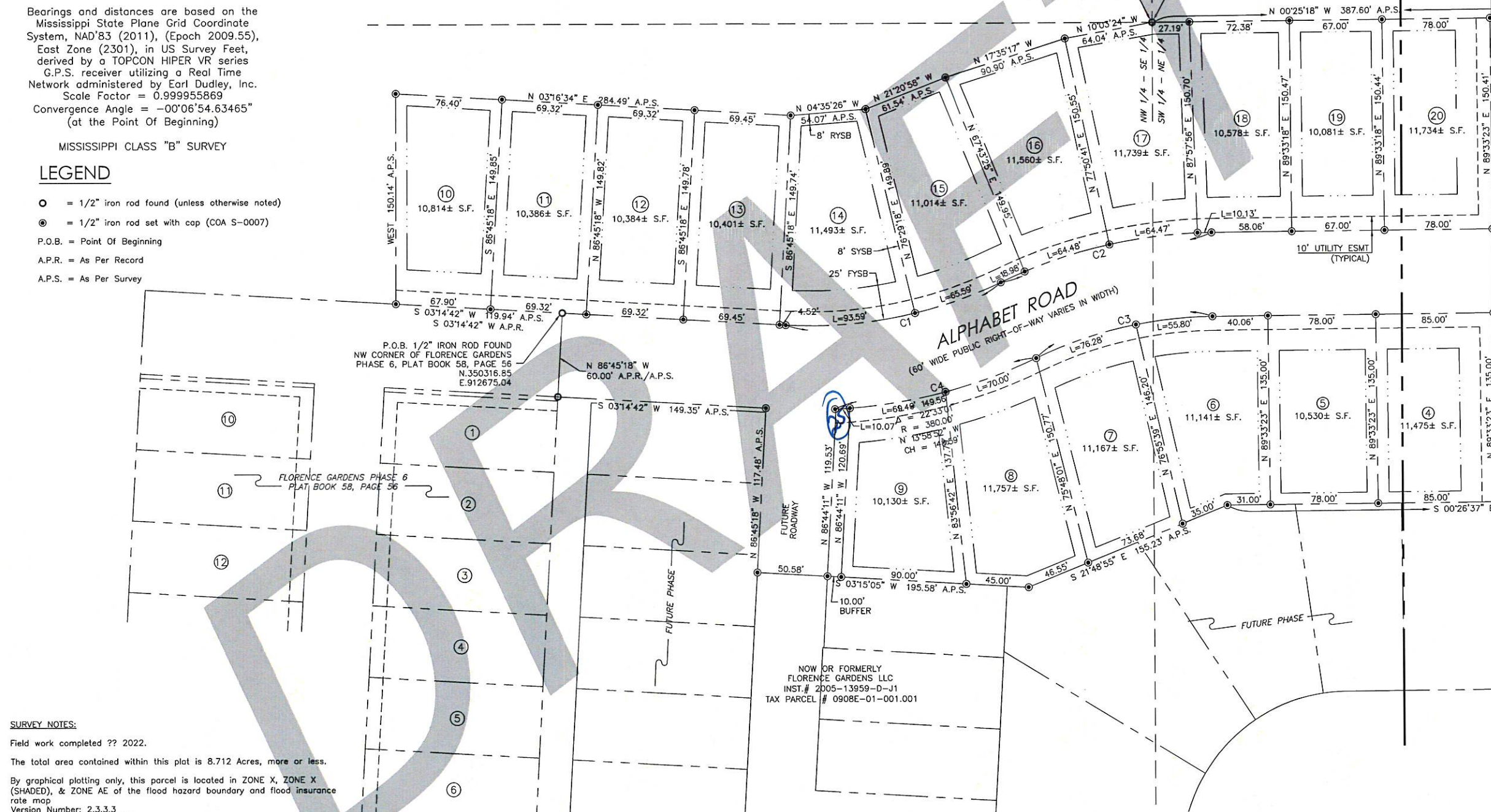
- = 1/2" iron rod found (unless otherwise noted)
- = 1/2" iron rod set with cap (COA S-0007)

P.O.B. = Point Of Beginning

A.P.R. = As Per Record

A.P.S. = As Per Survey

CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C1	159.18'	28°30'04"	320.00'	N 11°00'20" W	157.54'
C2	147.93'	23°13'18"	365.00'	S 13°38'43" E	146.92'
C3	132.08'	24°48'45"	305.00'	S 12°50'59" E	131.05'
C4	149.56'	22°33'01"	380.00'	S 13°58'52" E	148.59'



SURVEY NOTES:

Field work completed ?? 2022.

The total area contained within this plat is 8.712 Acres, more or less.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED), & ZONE AE of the flood hazard boundary and flood insurance rate map.

Version Number: 2.3.3.3

Map Number: 28047C0260H

Map Revised: December 21, 2017

BUILDING SETBACKS: Zone R1-10 (See Lots 14 & 21 for typical setbacks)

FYSB (FRONT YARD SET BACK) 25'
SYSB (SIDE YARD SET BACK) 8'
Second Frontage 25'
RYSB (REAR YARD SET BACK) 8'

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

FLORENCE GARDENS PHASE 9

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

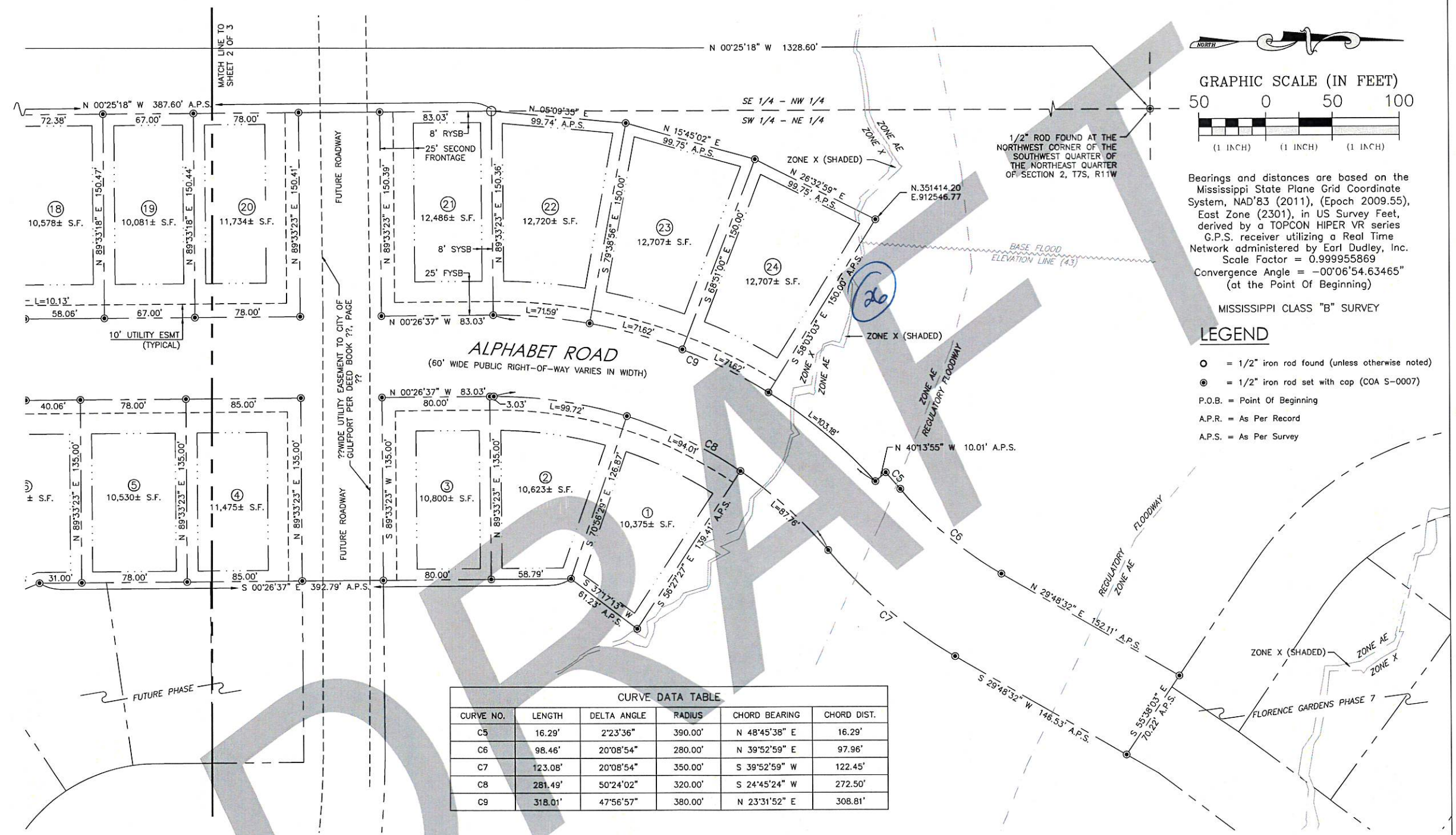
bma

BROWN, MITCHELL
& ALEXANDER, INC.

CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
Fax(228)436-7676

SHEET 2 OF 3



CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C5	16.29'	2°23'36"	390.00'	N 48°45'38" E	16.29'
C6	98.46'	20°08'54"	280.00'	N 39°52'59" E	97.96'
C7	123.08'	20°08'54"	350.00'	S 39°52'59" W	122.45'
C8	281.49'	50°24'02"	320.00'	S 24°45'24" W	272.50'
C9	318.01'	47°56'57"	380.00'	N 23°31'52" E	308.81'

SURVEY NOTES:

Field work completed ?? 2022.

The total area contained within this plat is 8.712 Acres, more or less.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED), & ZONE AE of the flood hazard boundary and flood insurance rate map.

Version Number: 2.3.3.3

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(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

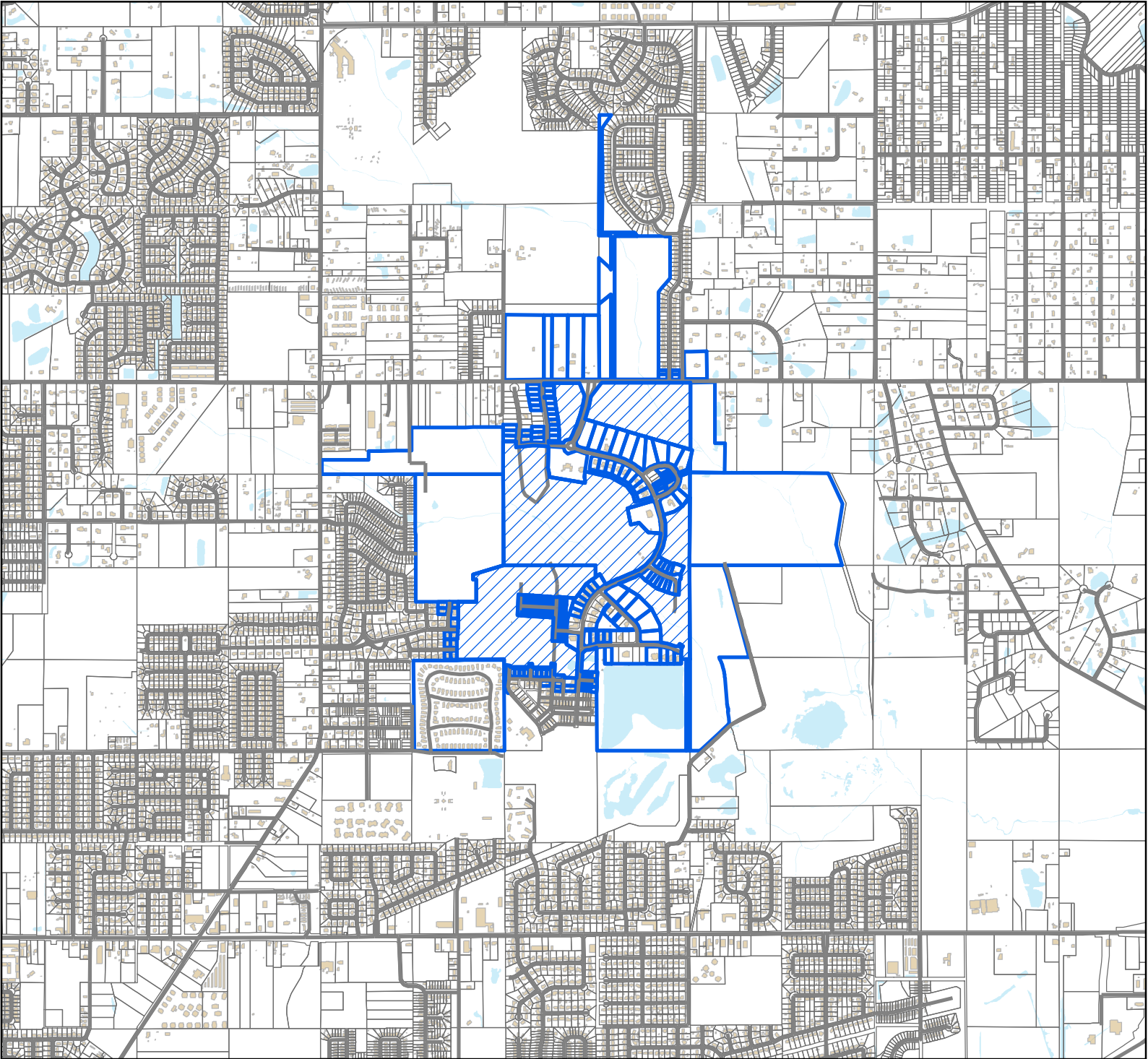
FLORENCE GARDENS PHASE 9

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(228)864-7612
Fax(228)864-7676

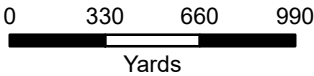
bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
Fax(228)436-7676

SHEET 3 OF 3



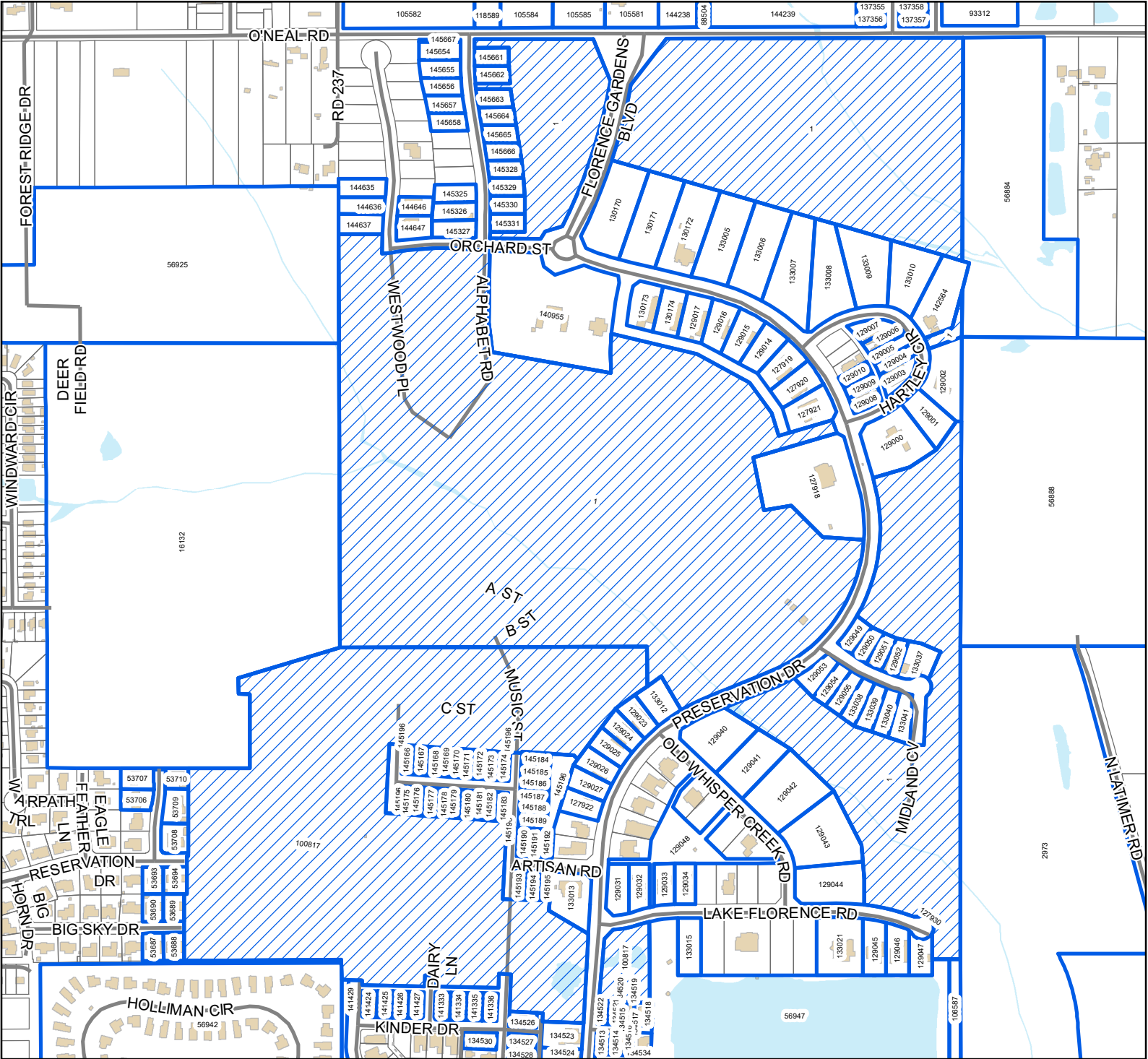
- Site
- Adjacent Properties
- Street
- Alley
- Buildings
- Water Features



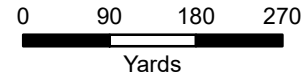
1 inch = 2,000 feet



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
- Adjacent Properties
- Street
- Alley
- Buildings
- Water Features



1 inch = 600 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			FLORENCE GARDENS LLC (OWNERS)	12321 PRESERVATION DR	GULFPORT	MS	39503
Y			BROWN, MITCHELL & ALEXANDER, INC (AGENT)	131 RUE MAGNOLIA	BILOXI	MS	39503
Adjacent Property Owners							
	129006	0908C-01-001.011	BAKER DONALD G & MARY A -TRUSTEES-	13059 HARTLEY CIR	GULFPORT	MS	39503
	53688	0908E-01-063.000	BALDWIN CLAUDIA V	113 BIG SKY DR	GULFPORT	MS	39503
	105582	0907N-01-003.003	BANKS ANNEITTA E	15350 HWY 49 N	GULFPORT	MS	39503
	144635	0908C-01-001.046	BARANELLO JOHN PAUL & PAMELA ANN	12517 WESTWOOD PLACE	GULFPORT	MS	39503
	129031	0908F-01-018.000	BARBAY TROY & JILL JOIA	12366 THREE RIVERS RD	GULFPORT	MS	39503
	129045	0908F-01-032.000	BENTZ JULIE	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
	141424	0908F-01-071.000	BLACKMORE PAUL HOWARD & CHERIE LYNN	13337 KINDER DR	GULFPORT	MS	39503
	129050	0908C-01-001.024	BORMANN LEAANN	13058 MIDLAND COVE	GULFPORT	MS	39503
	145664	0908C-01-001.077	BOST GARY B & DONNA M	12554 ALPHABET RD	GULFPORT	MS	39503
	145665	0908C-01-001.078	BOWEN JOSEPH A & SHERRY A	12546 ALPHABET RD	GULFPORT	MS	39503
	129010	0908C-01-001.015	BRODSKY ELIA & KAYCI A SLAGEL	12444 PRESERVATION DR	GULFPORT	MS	39503
	130173	0908C-01-001.028	BROSIG THOMAS J & ROBIN MIDCALF	12485 PRESERVATION DR	GULFPORT	MS	39503
	129044	0908F-01-031.000	BURRELL ANDREW C & ASHLEY	12562 LAKE VILLIAGE DRIVE	GULFPORT	MS	39507
	53689	0908E-01-062.000	CAMPBELL JOHNATHON	610 PALM COURT	GULFPORT	MS	39501
	137357	0907N-01-001.060	CHAMBERLAIN DEBORAH R	13000 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505
	53694	0908E-01-049.000	CLIFTON ROBERT VINCENT	136 RESERVATION DRIVE	GULFPORT	MS	39503
	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA C/O HELEN	2003 BOTTS DR	ARLINGTON	TX	76012
	134515	0908F-01-002.040	COBB DAPHNE	13141 WHISTLE COURT	GULFPORT	MS	39503
	145327	0908C-01-001.062	COOLEY MICHAEL T & WEEKS AMBER M	12505 ALPHABET RD	GULFPORT	MS	39503
	134521	0908F-01-002.046	CREEL JAMES E & NANCY A	13146 WHISTLE COURT	GULFPORT	MS	39503
	129002	0908C-01-001.007	CROMWELL JASON & JOANIE	P O BOX 3597	GULFPORT	MS	39505
	145188	0908E-01-001.107	DAINES JUDY & KENNETH	12208 MUSIC ST	GULFPORT	MS	39503
	53707	0908E-01-045.000	DAVISON MICHAEL A & LAKISHA T	104 TOMAHAWK TRAIL	GULFPORT	MS	39503
	144646	0908C-01-001.057	DEL RIO EDDY M & LISA Y	12512 WESTWOOD PLACE	GULFPORT	MS	39503
	134530	0908F-01-002.055	DEMOLA MICHAEL C & SUZANNE	11993 MUSIC ST	GULFPORT	MS	39503
	129016	0908C-01-001.021	DENNIS PADRICK D & MARY M	12473 PRESERVATION DR	GULFPORT	MS	39503
	133013	0908F-01-043.000	DILTS BRENT C	12187 PRESERVATION DR	GULFPORT	MS	39503
	129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	13024 HARTLEY CIR	GULFPORT	MS	39503
	53710	0908E-01-046.000	EDWARDS SANDRA M	103 TOMAHAWK TRAIL	GULFPORT	MS	39503
	144637	0908C-01-001.048	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145185	0908E-01-001.104	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	145189	0908E-01-001.108	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
N	145183	0908E-01-001.102	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145180	0908E-01-001.099	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145181	0908E-01-001.100	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145326	0908C-01-001.061	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145661	0908C-01-001.074	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145654	0908C-01-001.067	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145656	0908C-01-001.069	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145657	0908C-01-001.070	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145666	0908C-01-001.079	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145662	0908C-01-001.075	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	GULFPORT	MS	39503
	145187	0908E-01-001.106	ERICKSON MATTHEW EDWARD -ETAL-	12212 MUSIC ST	GULFPORT	MS	39503
	53693	0908E-01-050.000	EVANS VIRGINIA H	134 RESERVATION DR	GULFPORT	MS	39503
	130174	0908C-01-001.029	FAIRLEY CLAYTON & REBECA	19219 ROAD 223	SAUCIER	MS	39574
	105585	0907N-01-003.006	FAMILY WORSHIP CENTER OF GULFPORT I	15011 PARKWOOD DRIVE	GULFPORT	MS	39503
	134519	0908F-01-002.044	FERREIRA ALEJANDRO E	13138 WHISTLE CT	GULFPORT	MS	39503
N	56925	0908D-01-015.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	M3	39503
N	130171	0908C-01-001.026	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129048	0908F-01-035.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	130170	0908C-01-001.025	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133010	0908C-01-001.035	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133006	0908C-01-001.031	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133007	0908C-01-001.032	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133008	0908C-01-001.033	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133039	0908F-01-040.002	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	129055	0908F-01-040.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129042	0908F-01-029.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129040	0908F-01-027.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133015	0908F-01-045.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133009	0908C-01-001.034	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	133040	0908F-01-040.003	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	133038	0908F-01-040.001	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	16132	0908E-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56947	0908F-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	141429	0908F-01-002.061	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	145194	0908E-01-001.113	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145196	0908E-01-001.115	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145166	0908E-01-001.085	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145167	0908E-01-001.086	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145169	0908E-01-001.088	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145171	0908E-01-001.090	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145172	0908E-01-001.091	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145173	0908E-01-001.092	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145186	0908E-01-001.105	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145175	0908E-01-001.094	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145176	0908E-01-001.095	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145177	0908E-01-001.096	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145178	0908E-01-001.097	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145179	0908E-01-001.098	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	145667	0908C-01-001.080	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	134534	0908F-01-002.059	FLORENCE GARDENS RES NEIGHBORHOOD	OWNERS ASSOCIATION INC	GULFPORT	MS	39503
	106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
	2973	0908G-01-003.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503
	129008	0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
	141425	0908F-01-072.000	FREEMAN JUDY E	13333 KINDER DR	GULFPORT	MS	39503
	129027	0908F-01-014.000	FREITAG JOE & MARLA	P O BOX 2277	BAY ST LOUIS	MS	39521
	145191	0908E-01-001.110	FRIPP MATTHEW W & DENEKE	13230 ARTISAN RD	GULFPORT	MS	39503
	129009	0908C-01-001.014	GADDY BRYAN & HANNAH	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
	145331	0908C-01-001.066	GAGNE CONSTANCE	12506 ALPHABET RD	GULFPORT	MS	39503
	129014	0908C-01-001.019	GIBSON JASON & ERIN L	12469 PERSEVTION DR	GULFPORT	MS	39503
N	129015	0908C-01-001.020	GIBSON JASON THOMAS & ERIN LYNN	12469 PRESERVATION DR	GULFPORT	MS	39503
	134517	0908F-01-002.042	GIBSON TOM & PAM	13129 WHISTLE CT	GULFPORT	MS	39503
	141335	0908F-01-055.000	GILREATH MICHAEL H & CYNTHIA	13307 KINDER DR	GULFPORT	MS	39503
	129024	0908F-01-011.000	GOLDIN ALAN H & HOPE U	12223 PRESERVATION DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	133021	0908F-01-051.000	GOLDIN JASON	13099 LAKE FLORENCE RD	GULFPORT	MS	39503
	140955	0908C-01-001.037	GOLDIN MARTIN C	12503 PRESERVATION DR	GULFPORT	MS	39503
	127922	0908F-01-005.000	GOLDIN SCOTT LEE	12207 PRESERVATION DRIVE	GULFPORT	MS	39503
	134528	0908F-01-002.053	GRAY PHILLIP W & LILLIAN K	11990 MUSIC ST	GULFPORT	MS	39503
	127921	0908C-01-001.004	GUIROLA LOUIS JR & STEPHANIE	12453 PRESERVATION DR	GULFPORT	MS	39503
	127930	0908F-01-002.000	GULFPORT CITY OF				0
	133037	0908F-01-037.001	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
N	129052	0908F-01-037.000	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
	145658	0908C-01-001.071	HEAD TRACY G	12553 ALPHABET ROAD	GULFPORT	MS	39503
	134524	0908F-01-002.049	HERBERT ARTHUR J III & ELLEN G	11991 PRESERVATION DR	GULFPORT	MS	39503
	141334	0908F-01-054.000	HINES OWEN CLARK JR & KELLY FLYNN	13311 KINDER DRIVE	GULFPORT	MS	39503
	145184	0908E-01-001.103	HODA BRENDA	12224 MUSIC ST	GULFPORT	MS	39503
	145193	0908E-01-001.112	HODO DEVIN K & SARAH E JAMES	13233 ARTISAN RD	GULFPORT	MS	39503
	56942	0908E-02-001.000	HOLLIMAN PLACE LLC	P O BOX 349	OXFORD	MS	38655
	129034	0908F-01-021.000	HOLMAN JAMES M & MELISSA A	13134 LAKE FLORENCE RD	GULFPORT	MS	39503
	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
	141427	0908F-01-074.000	JACKSON AVERY & LAUREN	13323 KINDER DR	GULFPORT	MS	39503
	129054	0908F-01-039.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
	129053	0908F-01-038.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
	53708	0908E-01-048.000	KIRCH LINDA & PROCTOR ALAN -TRUSTEE	133 RESERVATION DR	GULFPORT	MS	39503
	134527	0908F-01-002.052	KROLL DONALD A & MARLENE B	11994 MUSIC STREET	GULFPORT	MS	39503
	144636	0908C-01-001.047	LANDON HOMES LLC	9113 OLD CCC CAMP ROAD	OCEAN SPRINGS	MS	39564
	134513	0908F-01-002.038	LAWSON DAVID W & ANN G	13149 WHISTLE CT	GULFPORT	MS	39503
	145328	0908C-01-001.063	LEIGH STANLEY & WYNELL	12530 ALPHABET RD	GULFPORT	MS	39503
	129025	0908F-01-012.000	LIEBERMAN STACY RESIDENCE TRUST	14231 SEAWAY RD STE 7000	GULFPORT	MS	39503
	105581	0907N-01-003.007	LOFTIN CONSORCIA S -TRUSTEE-	14481 AUTUMN CHASE	GULFPORT	MS	39503
	134514	0908F-01-002.039	LOVE GREG Z & PAM JO	807 S RIVERSIDE HARBOR RD	POST FALLS	ID	83854
	130172	0908C-01-001.027	LOVELL FRANK A & NANCY D	40 54TH ST	GULFPORT	MS	39507
	134526	0908F-01-002.051	MALONE RICHARD A	11998 MUSIC STREET	GULFPORT	MS	39503
	145174	0908E-01-001.093	MANAS KENNETH SALVADOR & MICKI LE	13304 HAWK PLACE	GULFPORT	MS	39503
	134520	0908F-01-002.045	MASCARO ALEJANDRO E FERREIRA	13138 WHISTLE CT	GULFPORT	MS	39503
	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
	145170	0908E-01-001.089	MCFARLAND JAMES A & SARAH O	13320 HAWK PLACE	GULFPORT	MS	39503
	53687	0908E-01-064.000	MCKINNEY JOHNNY F	111 BIG SKY DR	GULFPORT	MS	39503
	129041	0908F-01-028.000	MCVAY LARRY C II & EDIRNE A	12190 OLD WHISPER CREEK DR	GULFPORT	MS	39503
	145325	0908C-01-001.060	MELLO JOAQUIN NICOLAS & NICOLE T	12521 ALPHABET RD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	145192	0908E-01-001.111	MIRICK CAROLYN	13226 ARTISAN RD	GULFPORT	MS	39503
	129007	0908C-01-001.012	MITCHELL ROBERT ARTHUR	13063 HARTLEY CIR	GULFPORT	MS	39503
	137356	0907N-01-001.059	MY COTTAGE HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	127919	0908C-01-001.002	OTERO MICHAEL & STACEY L	12461 PRESERVATION DR	GULFPORT	MS	39503
	145663	0908C-01-001.076	PETERSON TODD MICHAEL & JANA MARIE	12562 ALPHABET RD	GULFPORT	MS	39503
	137358	0907N-01-001.061	PHAN JENNIFER HUYEN & HO GIAU THI N	13008 TURTLE CREEK PKWY	GULFPORT	MS	39503
	141333	0908F-01-053.000	PIZZETTA DANETTE SHAW	13315 KINDER DR	GULFPORT	MS	39503
	129033	0908F-01-020.000	POOLE CRYSTAL DANIEL & MARCUS	13140 LAKE FLORENCE ROAD	GULFPORT	MS	39503
	145655	0908C-01-001.068	POOLE LARRY SR & CRYSTAL A	12577 ALPHABET ROAD	GULFPORT	MS	39503
	134522	0908F-01-002.047	RAGLAND JOHN D & SHELLEY	13150 WHISTLE CT	GULFPORT	MS	39503
	93312	0907O-01-023.023	RANKIN OTIS G & DEBRA S	12530 O'NEAL RD	GULFPORT	MS	39503
	53690	0908E-01-061.000	RAY MARK STEVEN & DARI STARLING	145 GARY ST	GULFPORT	MS	39503
	141336	0908F-01-056.000	REGISTER MARK A & JANICE M	13303 KINDER DR	GULFPORT	MS	39503
	141426	0908F-01-073.000	RICE SIDNEY EARL JR & SHELLY	13327 KINDER DR	GULFPORT	MS	39503
	134516	0908F-01-002.041	RIDDLE DONALD S & KATHLEEN M	13137 WHISTLE COURT	GULFPORT	MS	39503
	145182	0908E-01-001.101	RIVERS SHELIA L	13309 HAWK PL	GULFPORT	MS	39503
	129017	0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
	145329	0908C-01-001.064	SISSON FALON R & ADAM P	12522 ALPHABET RD	GULFPORT	MS	39503
	129005	0908C-01-001.010	SMITH RONNIE J & JESSICA ANNE	13055 HARTLEY CIRCLE	GULFPORT	MS	39503
	144647	0908C-01-001.058	SPIERS BENNIE P & DEBRA J	12508 WESTWOOD PL	GULFPORT	MS	39503
	133005	0908C-01-001.030	STANICH CHARLES A & ROXANNE Q	3505 FORREST PRESERVE CIR	GAUTIER	MS	39553
	129047	0908F-01-034.000	SUROWIEC WALTER JOSEPH	13081 LAKE FLORENCE RD	GULFPORT	MS	39503
	53709	0908E-01-047.000	TATE BARBARA E & TURNER CARLOTTA	101 TOMAHAWK TRAIL	GULFPORT	MS	39503
	137355	0907N-01-001.058	TATE COREY RENEE JR	13009 TURTLE CREEK PKWY	GULFPORT	MS	39503
	145190	0908E-01-001.109	TOMKO CAROLYN	765 WEST MCHENRY RD	MCHENRY	MS	39561
	129026	0908F-01-013.000	TRAN JOHN H & TRAN H NGUYEN-TRUSTEE	12215 PRESERVATION DR	GULFPORT	MS	39503
	144239	0907N-01-001.099	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
N	144238	0907N-01-001.098	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
	88504	0907N-01-001.000	TURTLE CREEK SUBDIVISION LLC	P O BOX 4579	HOUSTON	TX	77210
	129032	0908F-01-019.000	VANN MICHAEL A & THERESA	13144 LAKE FLORENCE RD	GULFPORT	MS	39503
	129001	0908C-01-001.006	VO SANG & HONG-AN NGUYEN	10219 BELLE VUE RD	D'IBERVILLE	MS	39540
	56888	0908B-01-008.000	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
	129046	0908F-01-033.000	WALTZ ROBERT D & BRENDA M	13087 LAKE FLORENCE DRIVE	GULFPORT	MS	39503
	53706	0908E-01-044.000	WANZO VICTORIA L & WILLIE JR	102 TOMAHAWK TRAIL	GULFPORT	MS	39503
	145195	0908E-01-001.114	WARD DORIS DUNCAN	13225 ARTISAN RD	GULFPORT	MS	39503
	129049	0908C-01-001.023	WARD PHILLIP	13062 MIDLAND COVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	142564	0908C-01-001.038	WESSON AUGUSTUS & ASHLEY	13050 HARTLEY CIRCLE	GULFPORT	MS	39503
	134523	0908F-01-002.048	WETZEL RAUN JOSEPH & VICTORIA R	11995 PRESERVATION DR	GULFPORT	MS	39503
	134518	0908F-01-002.043	WHITEMAN BRIDGET M & RALPH ANDREW	13130 WHISTLE COURT	GULFPORT	MS	39503
	145330	0908C-01-001.065	WINTER DAVID S & ANNE H	12514 ALPHABET RD	GULFPORT	MS	39503
	145168	0908E-01-001.087	WOLD ROBIN L & GREGORY E	13328 HAWK PLACE	GULFPORT	MS	39503
	118589	0907N-01-003.008	YOCOM BRADLEY A & JEANIE M	13188 O'NEAL ROAD	GULFPORT	MS	39503
N	105584	0907N-01-003.005	YOCOM BRADLEY ALLEN & JEANIE MARIE	13188 O'NEAL RD	GULFPORT	MS	39503

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**Order Number:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

CITY OF GULFPORT PLANNING COMMISSION

2204PC062

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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 (RECUSED)
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 10. Final Plat 2204PC062

2 MR. DUCKWORTH: Final Plat 2204PC062 has been
3 duly and timely noticed as required by law. The applicant
4 requests approval of final plat for 24 lot subdivision
5 Florence Gardens Phase 9 with two outparcels, Alphabet Road,
6 zoned R-1-10 and R-1-15. A copy of the packet considered is
7 hereby offered to the record.

8 MR. WILLIAMS: Thank you.

9 Someone to speak for this request?

10 MR. SMITH: Ben Smith, 401 Cowan Road, Suite
11 A.

12 And if you're asking why did we have three
13 phases that we asked for final plat, I'll let you take that
14 up with your recused commissioner. We would have definitely
15 had one phase if we knew the way this was going to end.

16 Anyway, I'm here to answer any questions
17 you've got about another final plat.

18 MR. WILLIAMS: All right. Any questions,
19 Commissioners, on this one? We'll drill B.J. later and ask
20 why he made this so difficult.

21 No questions? All right.

22 Thank you. Appreciate it.

23 MR. SMITH: Thank you.

24 MR. WILLIAMS: Anyone else to speak for it?

25 Anyone here to speak against the request or

1 have questions on this one?

2 Yes, ma'am.

3 MS. WYATT: My name is Ashley Wyatt. I
4 reside at 131 Reservation Drive in Gulfport.

5 So my question since this juts right up
6 against the end of Reservation Drive, so my question is like
7 what is the plan as far as where our road ends and their
8 plans begin.

9 MR. WILLIAMS: Okay. Any other questions or
10 just that?

11 MS. WYATT: Well, once I know what that is --

12 MR. WILLIAMS: Once you know that, you may
13 have more? We'll let you come back up if you have more.
14 That sounds good. That sounds good.

15 Ben, is that a question you can answer?

16 MR. SMITH: Yeah, I think so.

17 So just to clarify, the question was one of
18 the roads that's shown in this final plat that shows sort of
19 a future extension to the west, it lines up generally with
20 Reservation Drive, and the question is what are the plans
21 between here and there.

22 So I guess I'll say this. There are plans
23 for development of the parcel between the Reservation and
24 this project, but we don't really have anything we've
25 submitted to the city for final approval right at this

1 point. So don't really know exactly. But I do know that
2 there is plan to develop that land.

3 MR. WILLIAMS: Okay. So for clarification,
4 there are lots or land between the end of this road and
5 Reservation Drive.

6 MR. SMITH: Correct.

7 MR. WILLIAMS: And there will be future
8 plans, we just don't know what it is at this time.

9 MR. SMITH: We don't know what they are at
10 this point.

11 MR. WILLIAMS: All right. Thank you.
12 Appreciate it.

13 Ma'am, did that clarify enough, or did that
14 create another question?

15 MS. WYATT: Created another question.

16 MR. WILLIAMS: Come on. And if you'll just
17 state your name again.

18 MS. WYATT: My name is Ashley Wyatt.

19 Okay. So I guess my next question, because
20 they are going to be developing something there, I want to
21 know is it going to be like a residence back there that just
22 happens to back up to our road, or are they planning on
23 extending the road through because we have a lot of kids
24 running down our streets all the time. I don't want it to
25 become a through road.

1 Right now, they have to go up Three Rivers,
2 take a right, and go into that neighborhood, you know? I
3 don't want it to end up becoming a cut-through, especially
4 because there's a school there.

5 So I just don't want people speeding. I used
6 to live on Kelly. I'm not sure if you guys know much about
7 Kelly Avenue. I left there because of that. I don't want
8 that.

9 MR. WILLIAMS: It's a speedway.

10 And again, I'll ask him to come back up.
11 Again, without any knowledge of what's going to happen
12 there, I don't know that he can definitively say today that
13 they will not connect that road. But we'll ask him in the
14 future if he knows the plans.

15 So Ben, can you add to that?

16 MR. PEMBERTON: I think it might be somewhat
17 irrelevant for right now because they will have to come back
18 through this whole process when they decide to do that, and
19 you'll have an opportunity to talk when they actually have a
20 plan. Right now talking about what if or what could be is
21 irrelevant.

22 MR. WILLIAMS: Garlon, that's a great point.
23 Yeah, you're exactly right.

24 So it will be when they decide to develop
25 that other property and things, but, Ben, any knowledge you

1 can add to that or give anything other than the fact that
2 once we know, we'll know if that road will be connected, so
3 just since they came tonight?

4 MR. SMITH: Sure, I'll answer that. And, of
5 course, Ron Goldin is here now, too, in case we need to
6 bring him up and answer any questions.

7 So, I mean, the plans we've got for just
8 about anything right now are generally residential.
9 Connection, you know, there is a connection by Hope Academy
10 to the south that will be made to create some circulation
11 through the neighborhood. You know, unless the city comes
12 in with some stipulation to tie due west, I don't know that
13 we will at this point. I will say that.

14 And, of course, I'll add to the concern. And
15 again, you're right, when a plan is submitted that's
16 something we'll certainly have a public meeting on and have
17 to address.

18 But our goal is not to provide speeding
19 through Florence Gardens, certainly not through any
20 existing neighborhoods, either. So we would certainly make
21 sure that that's something we consider.

22 MR. WILLIAMS: Thank you. Appreciate it.

23 Garlon, great point. Thank you for keeping
24 us on track. That's right. That's kind of when that
25 development comes up.

1 Yes, sir. You have questions on this one, as
2 well?

3 MR. EDWARDS: Yeah. I'm Tim Edwards. I live
4 at 114 Reservation Drive. I'm a 25 year resident of
5 Reservation Estates.

6 We looked through this, and we even went as
7 far as going to the Elliott Homes website, and there is a
8 plan for a set of houses along that back row at the end of
9 Reservation Drive.

10 Now, we know for sure that the property at
11 the end of Reservation Drive was vacated by the city in 2005
12 to those two property owners to preclude any further
13 development or anybody using Reservation Drive to go
14 through.

15 Now, when we looked at that plan on the
16 Elliott website, there's a row of houses, but right across
17 from the end of Reservation Drive is a vacant lot and then
18 the road that the houses face with the back end of the
19 houses facing the Reservation Estates.

20 That just seems suspicious to me that that
21 lot is on the plan with Elliott Homes who's building houses
22 in Florence Gardens, that that plan is there, but we don't
23 see it anywhere here tonight.

24 MR. WILLIAMS: Right. Well, this again, and
25 I'm going to go with Commissioner Pemberton there, he was

1 going to stop me anyway, saying that I understand there may
2 be something on somebody else's website, but this
3 application is a final plat for those lots that were out
4 there. It's not for the property between those lots and
5 Reservation Drive.

6 So there is no development there. So y'all
7 just keep checking the notices and have been very favorable
8 with all the residents in your subdivision. Y'all do a
9 great job of keeping up with it.

10 So we're not going to address any more of
11 that because this does not deal with those lots in regards
12 to the extension, we'll have to wait and see if there's any
13 other development that is presented for those lots between
14 this and the end of Preservation Drive -- or Reservation
15 Drive, I apologize.

16 MR. EDWARDS: Okay. So one question.

17 MR. WILLIAMS: Sure.

18 MR. EDWARDS: Since the property at the end
19 of Reservation Drive has been vacated and approved by the
20 City Council, it stands to our understanding back then that
21 irregardless of anything else that street cannot be opened
22 or be touched. Am I correct with that?

23 MR. WILLIAMS: Well, again, I don't know if
24 you're correct with that because my studying of this case
25 did not deal with that lot, did not deal with that land, so

1 I'm not here to address anything on that property. So I
2 don't have an answer, don't have an answer.

3 MR. EDWARDS: So I just wanted for record to
4 the planning commission that we know that it's vacated.
5 Okay.

6 MR. WILLIAMS: No. And I appreciate you
7 getting on the record, yes, definitely.

8 MR. PEMBERTON: Just know that don't worry
9 about it right now because if anything does happen, you're
10 going to go through this whole formality, and you will have
11 a proper time to address it. And if you're right when we
12 have to at the time we address it, we'll have to stop it.

13 But as of right now, it's really irrelevant.
14 It shouldn't be anything to worry to you guys at this point.
15 You'll have ample time to comment on it.

16 MR. EDWARDS: All right.

17 MR. WILLIAMS: Good deal. Thank you so much,
18 though. Appreciate it. Good conversation.

19 MR. EDWARDS: Thank you.

20 MR. WILLIAMS: Any other comments or
21 questions on this case?

22 MR. HANCOCK: I'll just make one more just
23 general comment that is that in general, the development of
24 this subdivision, they tend to put a lot of buffer zones, so
25 I'm sure it hasn't been completely vetted out yet, but I

1 would imagine eventually there would end up being some
2 buffer between your road and their road.

3 MR. WILLIAMS: Good deal.

4 All right. Commissioners, any questions in
5 regards to this final plat and this information, a question
6 for staff, or I'll take a motion at some point.

7 MS. ADOLPH: Mr. Chairman, I have one comment
8 with that. In recalling that development say in early 2000,
9 it seemed is it the Reservation access to the woods at that
10 point before Florence Gardens was that that was an emergency
11 access only in terms of say it was closed off for emergency
12 vehicle access, and that access was locked, if I recall.

13 So at that point, that might be information
14 that could be added to the record.

15 MR. WILLIAMS: Thank you, ma'am. Appreciate
16 it.

17 Any other questions or comments or a motion?

18 MR. PEMBERTON: I motion to approve --

19 MR. WILLIAMS: All right.

20 MR. PEMBERTON: -- 2204PC062.

21 MR. WILLIAMS: Thank you. Sorry for stepping
22 on you.

23 Got a motion to approve the case. Do I have
24 a second?

25 MR. HEWES: Second.

1 MR. WILLIAMS: Got a motion and a second to
2 approve. Any further discussion? All those in favor
3 signify by saying aye. Any opposed? It's been approved.

4 Thank you all so much. And, Ben, thanks for
5 answering the questions and for the residents for being
6 here. Thank you all so much.

7 (Unanimous vote.)

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1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2204PC062
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 11 pages
12 constitute a true and correct transcription of said hearing
13 held on the 28th day of April 2022.

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 4th day of May 2022.
20
21

22 _____
23 NORMA JEAN LADNER SOROE, CSR #1297
24 Certified Shorthand Reporter
25

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 7, 2022

Re: Final Plat 2204PC070:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 26, 2022

Re: Final Plat 2204PC070, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Sellers

Second: Mr. Pemberton

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

Action: Motion was carried unanimously.

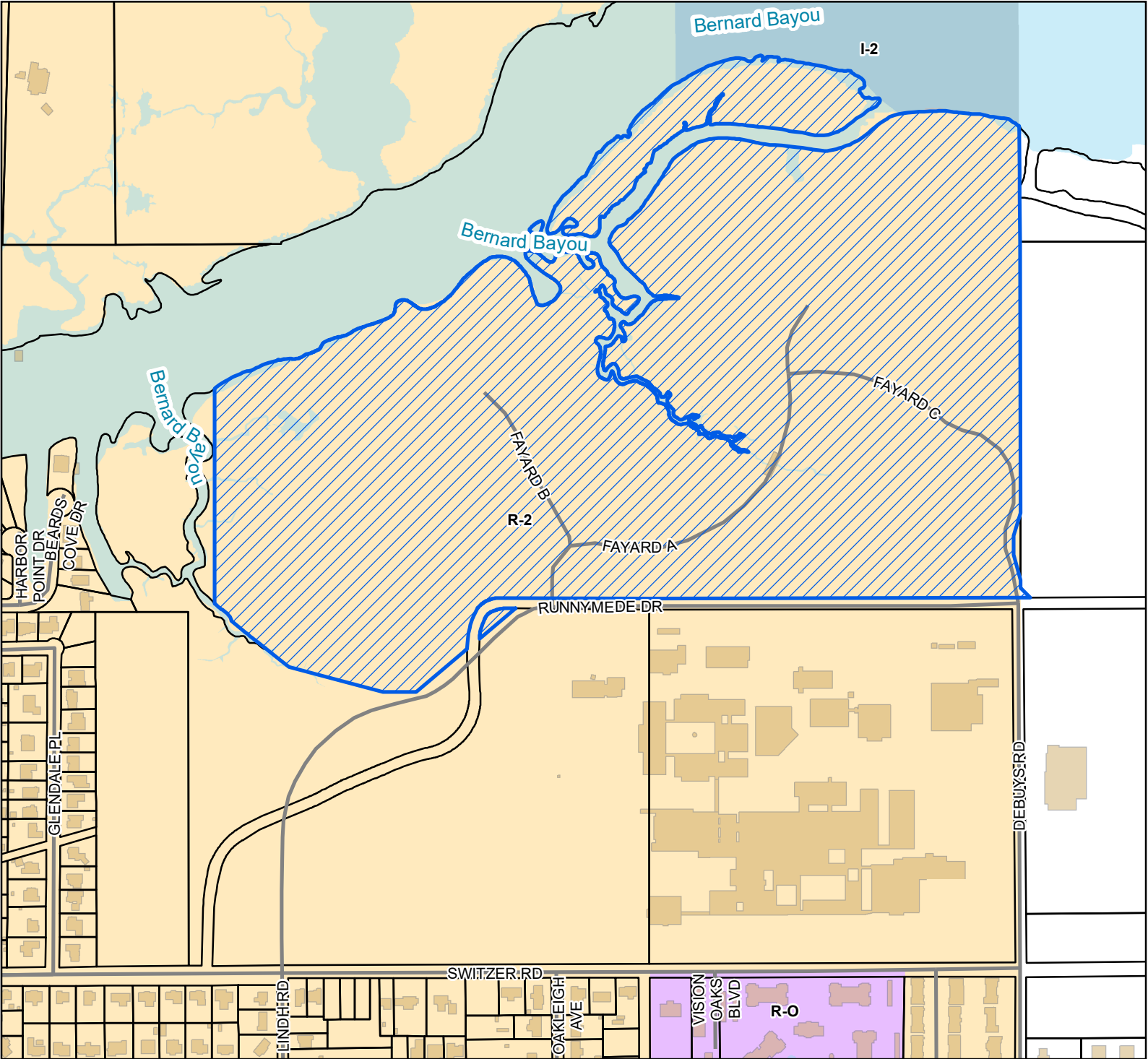
Speaking for the Petition:

1. Ben Smith

Speaking against the Petition: None

On April 28, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022.



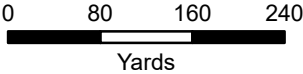
Legend

- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

- I-2 - Heavy Industry District
- R-2 - Single Family Residence District (Medium Density)
- R-O - Residence-Office

Site Information
1010A-01-001.000
Zoning: R-2 (Single-family)
Size: 99.6 acres
Flood: 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

For Staff Use Only

Case File #: 2204PL070Date Received: 3/8/22

Receipt #: _____

Received By: D²/MW

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

1	0	1	0	A	-	0	1	-	0	0	1	●	0	0	0
					-			-				●			
					-			-				●			

Address of Property Involved: 0 Runnymede Dr. Gulfport, MSLot(s) ¹⁻⁴ _____, Block(s) _____, Subdivision N/AGeneral Location: Acreage on North side of Runnymede Dr, west of Debuys Road

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 7 units for the purpose of home development.

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

John R. Fayard, Jr.

Printed Name Of Owner

13486 Eastway Lane 10323 Express Dr.

Mailing Address

Gulfport MS 39503

City State Zip code
(228) 864-2262 (228) 365-6558

Home Phone Work/Cell Phone
janet@johnfayardwarehouse.com

Email

Signature Of Owner

Brown, Mitchell & Alexander, INC.

Printed Name Of Agent

131 Rue Magnolia

Mailing Address

Biloxi MS 39530

City State Zip code
(228) 864-7612 (228) 380-1073

Home Phone Work/Cell Phone
kevin@bmaengineers.com

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.



**BROWN, MITCHELL
& ALEXANDER, INC.**
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

131 Rue Magnolia
Biloxi, MS 39530
228-436-7612

3221 Market Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

March 8, 2022

Gregory Holmes – Planning Administrator
City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Shallow Point Development
Application for Final Plat
Gulfport, Mississippi**

Dear Mr. Holmes:

Enclosed is a complete Application for Final Plat for Tax Parcel No(s). 1010A-01-001.00. Please find attached the following:

- Application for Final Plat
- Proof of Ownership
- Authority to Act as Agent (Notarized)
- Final Plat (7 copies 11"x17", 2 CD's containing AutoCAD.DWG file)
- Protective Covenants
- Check for Application Fee
- Two copies of Mylar Plat
- One linen Plat

Should you have any questions or comments, please feel free to contact me at (228) 436-7612.

Sincerely,



Kevin Mullen, P.E.

Enclosures

March 8, 2022

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

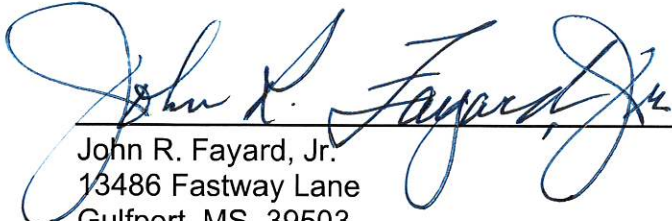
**RE: Authority to Act as Agent
Shallow Point Development (Fayard Family) – Application for Final Plat
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that John R. Fayard, Jr., currently owns property, more specifically located North of Runnymede Rd, west of Debuys Road, Gulfport, Mississippi (also being tax parcel no: 1010A-01-001.00).

With this letter, John R. Fayard, JR, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining Final Plat approval with the City of Gulfport.

Sincerely,



John R. Fayard, Jr.
13486 Fastway Lane
Gulfport, MS 39503
(228) 864-2262



NOTARY PUBLIC
Expires 4/29/25



Prepared by and after recording return to
John R. Fayard, Jr.
~~13486 Fastway Lane~~ 10323 Express Drive
Gulfport, MS 39503
(228) 864-2262

Grantor:
John R. Fayard, Jr.
~~13486 Fastway Lane~~ 10323 Express Drive
Gulfport, MS 39503
(228) 864-2262

INDEXING INSTRUCTIONS: TOWNSHIP 7 SOUTH, RANGE 10 WEST

SECTION 20: SE 1/4 - SE 1/4

SW 1/4 - SE 1/4

SECTION 28: NW 1/4 - NW 1/4

SECTION 29: NE 1/4 - NE 1/4

NW 1/4 - NE 1/4

NE 1/4 - NW 1/4

SE 1/4 - NW 1/4

SW 1/4 - NE 1/4

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DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR

SHALLOW POINT DEVELOPMENT

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
SHALLOW POINT DEVELOPMENT

This Declaration of Covenants, Conditions, and Restrictions for SHALLOW Point (Declaration) is made on March __, 2022 by John R. Fayard, Jr. ("Declarant").

The Declarant is the owner of certain real property situated in the First Judicial District of Harrison County, Mississippi, and described in Exhibit "A" ("Property"). The Declarant desires to create and to develop a residential community on Property which shall have designated common areas ("Common Area") and common facilities ("Common Facilities") for the benefit of the residential community. The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of the charm, beauty of, the residential community, and for the designation, administration and maintenance of the Common Area and Common Facilities. Therefore, the Declarant desires to subject the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitude, charges, assessments and liens contained in this Declaration which individually and collectively are for the benefit of the Property, each Owner and the Declarant.

The Declarant desires the efficient preservation of the values and amenities in, and the enhancement of the charm and beauty of, the residential community. Therefore, the Declarant has created and organized an agency ("Association"), and has delegated the assigned the power and duties created by and in this Declaration to the Association for the administration and maintenance of the Common Area and Common Facilities, the administration and enforcement of the provisions of this Declaration, and the determination, collection and disbursement of the maintenance and special assessments and other charges (Collectively "Assessments").

Now, therefore, the Declarant declares that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this Declaration which (i) are agreed and declared to be beneficial for and in aid of the development of the residential community and the improvement of the Property, (ii) shall be deemed to run with the title to and bind the Property, and (iii) shall insure to the benefit of and be enforceable by the Declarant, its successors and assigns, and to the extent herein allowed, specified or permitted, each Person who has or acquires may interest in any portion of the Property or the improvements of the Property, including the Association, any owner and any Person who holds such interest solely as security for the performance of an obligation or payment of a debt.

ARTICLE I. DEFINITIONS

Section 1.01. Definitions. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Section 1.01 unless otherwise specified or the context requires a different construction.

"Additional Property" means any additional real property made subject to this Declaration as modified from time to time.

"Architectural Design Guidelines" shall mean a set of printed guidelines establishing design standards and procedures for preparation and approval of house and other plans by the Architectural Review Committee.

"Architectural Review Committee" shall mean the Declarant or a committee established and appointed by the Declarant for review and judgement of plans and specifications and recommendation to the board of policies concerning design guidelines and architectural review procedures. The committee shall be appointed by the Board of Directors after January 1, 2027 or sooner at the sole discretion of the Declarant.

"Assessment" shall mean the share allocated to a UNIT and thereby the Owners of such UNIT of the Association's (i) annual maintenance Assessments under Section 5.02, (ii) special Assessments under Section 5.03, and (iii) expenses, costs, charges and other amounts incurred with respect to either such UNIT or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such UNIT as specified in this Declaration.

"Association" shall mean the Shallow Point Property Owners Association, Inc., a Mississippi non-profit corporation, and its successors and assigns.

"Board of Directors" shall mean the Board of Directors of the Association.

"Builder" shall mean any person who constructs any dwelling upon a UNIT.

"Bylaws" shall mean the bylaws of the Association as amended from time to time.

"Charter" means the Charter of Incorporation of the Association, as amended from time to time.

"Common Area" shall mean all real property shown and designated on the Plat of each phase of the development of the Property as a Common Area if and only after said property is deeded from the Developer to the Association for the common use, benefit and enjoyment of the Members. The recording of the Plat shall not constitute a transfer or conveyance of any common area to the Association. For the avoidance of doubt, prior to and unless a Common Area is conveyed to the Association by deed, the Developer may elect and expressly reserves the right to develop and/or subdivide any portions of the Common Area reflected on the Plat into additional UNITS and/or Lots at the sole discretion of the Developer.

"Common Facilities" shall mean all buildings and other improvements constructed on any portion of the Common Area for the common use, benefit and enjoyment of the Members.

"Declarant" shall mean John R. Fayard, Jr., and any successors and assigns of the interest of said John R. Fayard, Jr., in the Property.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Shallow Point, as Supplemented from time to time.

"Dwelling" shall mean any building or portion of a building located on the Property which is designed and intended for use and occupancy as a residence by a single individual or by a family.

"First Mortgage" shall mean a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against a UNIT which has priority over all other mortgages, deeds of trusts or similar encumbrances creating liens or encumbrances against such UNIT.

"Governing Documents" shall mean this Declaration, all Supplementary Declarations, the Charter, By-laws and the resolutions adopted by the Board of Directors, as all the same may be amended from time to time.

"Green Space" shall mean certain portions of Common Area intended to be maintained in a natural or landscaped condition for the enhancement and preservation of the natural, landscaped, scenic and recreational resources, soil and/or wetlands currently in evidence at the Property, including wildlife, fish and migratory birds. The Green Space will be designated by the Developer by amendment hereto, and/or by subsequent writing.

"Invitees" shall mean an Owner's tenants, guests, patrons, employees or other guests or invitees.

"Herein" shall mean in this Declaration.

"UNIT" shall mean each subdivided parcel, plot or tract of land constituting a portion of the Property which is shown and designated as a numbered or lettered UNIT and/or Lot on the Plat and is intended to be improved with a Dwelling, but does not include the Common Area.

"Member" shall mean each Person who holds or has any Class of membership in the Association as provided by Article III

"Mortgagee" shall mean any Person who owns, holds or is the beneficiary of a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against any UNIT and the improvements on such UNIT and the improvements thereon, including, but not limited, to (i) a bank, (ii) a savings and loan association, (iii) a trust company, (iv), an insurance company, (v) a mortgage company, (vi) a trust, (vii) a mortgage insurance company, (viii) a mutual savings bank, (ix) a real estate investment trust, (x) a credit union, (xi) a pension fund, (xii) the Federal National Mortgage Association, (xiii) the Federal Home Loan Mortgage Corporation, (xiv) a recognized institutional type lender or loan correspondent, (xv) any agency or department of The United States of America or any state, county or municipal government, (xvi) a corporation, or (xvii) an individual.

"Owner" shall mean the Declarant, so long as it is the record holder of an interest in the Property or the Additional Property, and the record holder, whether one or more Persons, of a fee or undivided fee interest in or to any UNIT, including contract sellers, but excluding those Persons who hold an interest in a UNIT merely as security for the performance of an obligation or payment of a debt.

"Person" shall mean an individual, a corporation, a general or limited partnership, an association, a trust, an estate or any other legal entity.

"Plans" means the plans, blueprints, drawings, specifications and samples prepared by or for owner or other builder in connection with the development or improvement of a UNIT.

"Plat" shall mean the Planned Building Group map or plat of the Property which has been or shall be filed for record in the office of the Chancery Clerk of Harrison County, Mississippi. The Plat may be amended or supplemented, and includes any additional map or plat filed for record when and if all or any portion of the Additional Property is annexed to the Property pursuant to Article II.

"Property" shall mean (i) all real property situated in Harrison County, Mississippi, which is described in Exhibit "A", and (ii) any Additional Property which is added to the Property by annexation pursuant to Article II.

"Streets" shall mean the streets, roads, parking areas and curbs as shown on the Plat for any area within SHALLOW Point.

"Supplement" or "Supplementary Declaration" means any amendment, modification, change or restatement of or to this Declaration.

"Water Area" means any creeks, streams, ponds, lakes or other natural or man-made waterways in, on abutting or contiguous to all or any portion of the Property.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

Section 2.01. The Property. The real property which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to this Declaration is the Property which is located in Sections 20 & 29, Township 7 South, Range 10 West, Harrison County, Mississippi, and is more particularly described in Exhibit "A".

Section 2.02. Common Area and/or Green Space. All of the real property which is set aside as and declared to constitute Common Area, but only after such real property is conveyed or assigned to the Association by the Declarant through separate deed. Once conveyed to the Association, the Common Area shall be held and owned for the common use, benefit and enjoyment of the Members. The designation of any portion of the Property as a Common Area or a Common Facility shall not mean that the public at large acquires any easement of use, benefit and enjoyment in or to the Common Area and Common Facilities.

Section 2.03. Streets. The streets shall be subject to this Declaration and all provisions hereof which relate to the streets.

Section 2.04. UNITS. The UNITS shall be subject to this Declaration and all provisions hereof which relate to the UNITS.

Section 2.05. Phase Development. The Declarant expressly reserves the option, right and privilege (i) to annex other property under this Declaration, and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration and the jurisdiction of the Association.

The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section except insofar as Declarant shall have voting rights pursuant to Section 3 .03 for the Additional Property.

The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of the Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any portion of the Additional Property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a UNIT, each Owner agrees, represents and warrants to the Declarant or other grantor that, in purchasing or otherwise acquiring such interest in the UNIT, the Owner has not relied on any proposed, current or future development of any portion of the Additional Property or annexation of any portion of the Additional Property to the Property.

Section 2.06. Annexation Procedure. To annex Additional Property to the Property as permitted by Section 2.03, the Declarant shall execute and file for record a Supplement which describes the portion of the Additional Property being annexed to the Property and the new, amended or revised description of the Property. The option, right and privilege of the Declarant to annex any portion of the Additional Property to the Property is subject to the following provisions:

- (a) The Declarant may annex all of the Additional Property or may annex any portion of the Additional Property at different times and in any sequence desired by the Declarant without regard to whether or not the portion of the Additional Property being annexed is contiguous or not contiguous to the Property.
- (b) The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed, but the Supplement may contain such complimentary additions to and modifications of the provisions of this Declaration as the Declarant determines to be appropriate or necessary for the different character or use, if any, of the Additional Property being annexed. Such complimentary additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by Section 5.08, relating to equitable adjustments, and otherwise shall not amend or modify the provisions of this Declaration.

Section 2.07. Effect of Annexation. Upon the Supplement referred to in Section 2.06 being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all UNITs, the Common Area and the Common Facilities, including any Green Space, or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations and membership of the Association, including the Charter, the Bylaws and the rules and regulations promulgated or adopted by the Board of Directors. All Owners of UNITs shall be granted the rights contained in Article IX to the Property as described after such annexation.

Section 2.08. Additional Property Modification. At any time, the Declarant shall have the option, right and privilege, but not the obligation, to include other real property the Declarant now or in the future may own or acquire, within the vicinity of, but expressly without the necessity or requirement of being contiguous to, the real property described in Exhibit "A", if at such time or times the Declarant intends to develop such other real property in a manner consistent, compatible or in conformance with

the Declarant's development of the Property, and to amend the description of the resulting new, amended or revised description of the Additional Property.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Membership. The Members of the Association shall be and consist of every Person who is included in the definition of an Owner under Article I. When more than one Person owns a UNIT, then all such Persons shall be Members.

Section 3.02. Action by Members. The Association shall have two classes of voting Members. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Member. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

Section 3.03. Class of Members and Voting Rights. The voting rights of the Members shall be as follows:

- (a) The Class A Members shall be all Members, except the Declarant, who are or who hereafter become the owner of a UNIT therein. Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of UNITs owned by all Class A Members and the Class A Members who own a UNIT shall be entitled to one vote for each UNIT owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a UNIT, then the one vote for such UNIT shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any UNIT.
- (b) The Class B Member shall be the Declarant (and his designated successor(s) who shall be entitled to three votes for each UNIT owned.

Section 3.04. Membership Appurtenant to Real Property. The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a UNIT and/or Additional Property. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the UNIT to which the membership is appurtenant.

Section 3.05. Voting Conflict Between Members. If the fee title to a particular UNIT is owned of record by more than one Member, then the one vote appurtenant to such UNIT may be exercised by any one of such Members, unless the other Members who own an interest in such fee title to the UNIT shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such UNIT shall not be counted.

Section 3.06. Class B Member Termination. The Class B membership, and all rights appurtenant to such membership, shall cease when the Declarant (or his designated successor(s)) shall have no ownership interest in any UNIT or Additional Property.

Section 3.07. Other Voting Provisions. The Charter and/or the Bylaws may contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

ARTICLE IV. BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION

Section 4.01. Board of Directors. The affairs of the Association shall be managed and controlled by a Board of Directors consisting of the number of individuals from time to time, prescribed by the Bylaws, which number, however, shall not be less than three nor more than nine. From and after the first annual Members' meeting, and for so long as there is a Class B Member, the Board of Directors shall consist of Appointed Directors and Elected Directors. Appointed Directors need not be Members of the Association. Elected Directors shall be Members of the Association.

Appointed Directors shall be selected and appointed by the Class B Member and shall serve at the pleasure of the Class B Member. The initial Board of Directors consist of three individuals, all of whom shall be Appointed Directors, and unless earlier replaced, said initial Directors shall serve until the first annual meeting of the Members. From and after the first annual Members' meeting, and for so long as there is a Class B Member, the number of Appointed Directors at all times shall be equal to two thirds of the total number of Directors prescribed from time to time by the Bylaws, or if at any time the total number of Directors prescribed by the Bylaws is not evenly divisible by three, then the number of Appointed Directors shall be equal to the whole number next larger than two thirds of the total number of Directors prescribed by the Bylaws.

Elected Directors shall be elected by the Class A Members at annual Member's meetings, and shall serve until their successors shall be elected and qualified in accordance with the Bylaws.

Section 4.02. Powers and Duties, In the management and administration of the Association's affairs, the Board of Directors shall have power, authority and duty to do all acts and actions except acts and actions which by law, this Declaration, the Charter or the Bylaws may be exercised only by or are reserved only to the Members. Such powers, authorities and duties of the Board of Directors to create, establish or approve policies or decisions relating to the management and administration of the Association's affairs shall include, but not be limited to, the following:

- (a) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area and Common Facilities.
- (b) To establish, determine, assess, collect, use and expend the Assessments from the Members, and to file and enforce liens for such Assessments.
- (c) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area and Common Facilities, and to establish the compensation and other benefits of or for such personnel.

(d) To adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Architectural Review Committee pursuant to Section 10.06, or as the Board of Directors may consider to be appropriate with respect to the Property, the UNITs, and any improvements on the UNITs, including Dwellings, or the use, occupancy and maintenance of the Common Area and Common Facilities, including, but not limited to, rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use, benefit and enjoyment of the Common Area and Common Facilities by the Members and other authorized Persons, or to govern activities which may be environmentally dangerous or hazardous, including the use or application of fertilizers, pesticides and other chemicals in or on the Property.

(e) To authorize the payment of patronage refunds to the Members if and when the Board of Directors determine that the funds derived from Assessments are more than sufficient to satisfy all reasonably foreseeable financial needs or requirements of the Association during the current fiscal year, including funds for reserves.

(f) To purchase insurance upon the Common Area and Common Facilities.

(g) To maintain, repair, restore, reconstruct or demolish all or any portion of the Common Area and Common Facilities after any casualty loss, and to otherwise improve the Common Area and Common Facilities.

(h) To lease or grant licenses, easements, rights-of-way and other rights of use in or option, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage, or encumber or otherwise convey all or any portion of the Common Area and Common Facilities upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(i) To lease as tenant, purchase or otherwise acquire UNITs and to option, lease, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage or encumber or otherwise convey any of such UNITs upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(j) To retain or employ a management agent for such compensation and for the performance of such duties and services as established or prescribed by the Board of Directors from time to time.

(k) To negotiate, prepare, execute, acknowledge and deliver all contracts, agreements, commitments and other documents relating to the Association's affairs.

(l) To prosecute, defend, appeal, settle, compromise or submit to arbitration any suit, action, claim or proceeding at law or in equity or with or before any governmental agency or authority which involves or affects the Association, including the Common Area and the Common Facilities.

Section 4.03. Officers. The Association shall have such officers as are prescribed by the Bylaws. The officers shall conduct affairs of the Association and implement the policies and decisions of the Board of Directors.

Section 4.04. Limitation of Liability. Neither the Declarant, its agents, officers, partners, or employees nor the Association, the Board of Directors, any Director nor any Officer of the Association shall be liable to

any Person for any failure of or failure to provide any service to be furnished by the Association or to be paid with funds from charges, fees or Assessments, or for any death, injury or damage to any Person or property caused by the elements or caused by or resulting from electricity, gas, or water which may discharge or flow from any portion of the Streets, Common Area or Common Facilities, or from any wire, pipe, drain, conduit or similar property. Neither the Declarant, its agents, officers, partners, or employees, nor the Association, the Board of Directors, any Director or any Officer of the Association shall be liable to any Person for theft or other loss of or damage to any property which may be left or stored in, upon or around the Common Area, Common Facilities or any UNIT or Street. No diminution or abatement of Annual or Special Assessment shall be claimed or allowed for the inability to sue, any inconvenience or discomfort caused by or arising or resulting from the need for or the conduct of routine or other maintenance or repairs, or the construction or reconstruction of improvements on any UNIT, Streets, Common Area or Common Facilities, or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any Supplement, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE V. COVENANTS FOR ASSESSMENTS

Section 5.01. Assessments. Each Owner except the Declarant by acceptance of a deed or other conveyance document for such UNIT whether or not expressed in any such deed, or other conveyance document, shall be deemed to covenant and agree to pay to the Association the Owner's Assessments for such UNIT which shall be the proportionate share of the amount estimated by the Board of Directors to be required for the purposes contained in Section 5.02 or Section 5.03 or otherwise considered to be an Assessment under this Declaration. The calendar year shall be the fiscal year for determining or calculating Assessments unless and until the Board of Directors establishes a different fiscal year from time to time except as provided here in, there shall be no distinction between the assessments with regard to whether or not a dwelling has been constructed.

Section 5.02. Annual Assessments. The Board of Directors shall determine the amount of the Annual Assessment with respect to each UNIT annually or at such more frequent intervals as the Board of Directors considers appropriate. The annual Assessment for each fiscal year shall be paid in 12 equal monthly installments during such fiscal year, unless the Board of Directors requires or permits the annual Assessment to be levied and collected quarterly, semiannually or annually. The due date for each installment payment of the Assessment shall be the first day of the applicable installment period. Any Assessment installment may be prepaid without penalty or premium. The initial assessment will be \$6,000 per Unit per year, paid in monthly increments of \$500.00. This assessment amount is subject to change

The Board of Directors shall prepare, or cause to be prepared, an annual operating and capital expenditure budget for the Association, including the Common Area and the Common Facilities. The Board of Directors shall make reasonable efforts to determine and to calculate the amount of the annual Assessment against each UNIT for each fiscal year, and written notice of the annual Assessments shall be sent to the Members. The Association shall prepare and maintain at the Association's office a schedule of the Assessments for the UNITS and the schedule shall be available for inspection by any Member at any reasonable time during the Association's normal business hours. The omission or failure by the Board of Directors to determine or calculate the amount of the annual Assessments applicable to the next fiscal year shall not constitute a waiver or modification of any provision of this Article V, and shall not constitute a release of any Member from the obligation to pay the annual Assessment against the UNIT of the Member, or any installment of such Assessment, for the next or any subsequent fiscal year, but the annual Assessment for the prior fiscal

year shall continue to be the annual Assessment payable by the Members until a new annual Assessment is determined or calculated by the Board of Directors. No Class A Member may become exempt from or otherwise avoid liability for the payment of the annual Assessment by the abandonment of any UNIT or by the abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Area and Common Facilities.

Except as permitted by Section 5.04, the annual maintenance Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the residents of the Property, including the improvement, maintenance and repair of the Common Area and Common Facilities, and (ii) to pay the costs of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of, the Common Area and Common Facilities. The purposes for which the annual maintenance Assessments may be levied include, but are not limited to, the following purposes:

(a) The amount of all operating expenses of or for the Common Area and Common Facilities and the services furnished or provided to or in connection with the Common Area and Common Facilities, including charges for any services furnished or provided by the Association.

(b) The costs of appropriate or necessary management and administration of the Common Area and Common Facilities, including fees or other compensation paid to a Management Agent.

(c) The amount of all taxes and assessments levied against the Common Area and Common Facilities.

(d) The costs of fire and extended coverage and liability insurance on the Common Area and Common Facilities and the Association's other assets and the costs of such other insurance with respect to the Common Area and Common Facilities and the Association's other assets and affairs as the Board of Directors considers appropriate.

(e) The costs of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by or for the Association for or to the Common Area, the Common Facilities, and/or the UNITS.

(f) The costs to maintain, replace, repair and landscape the Common Area and Common Facilities, including but not limited to, the costs (i) to maintain, replace, and repair the streets, roads and parking areas, and (ii) of such equipment as the Board of Directors shall determine to be necessary or appropriate in connection with such maintenance, replacement, repair and landscaping.

(g) The costs to fund all reserves established by the Association, including any appropriate general operating reserve and/or reserve for replacement of assets including but not limited to streets, Common Area and Common Facilities.

Section 5.03. Special Assessments. In addition to the annual maintenance Assessments authorized in Section 5.02, the Association may levy special Assessments as follows:

(a) In any fiscal year the Association may levy a special Assessment applicable only to that fiscal year (i) for the purpose of paying all or a portion of the cost of any construction, reconstruction, replacement or inordinate repair or maintenance of the streets, Common Area, Common Facilities and any fixtures and

personal property on or related to the Common Area or Common Facilities, or (ii) for such other purposes as the Board of Directors may consider to be appropriate.

(b) The Association may levy a special Assessment against any UNIT and the Owners of any UNIT for reimbursement (i) of or for repairs occasioned by the willful or negligent acts of the Owners of such UNIT, or (ii) of or for any and all costs, expenses and expenditures made or incurred by the Association with respect to such UNIT including work or activities performed on such UNIT, or for the Owner of such UNIT pursuant to the provisions of this Declaration, including the discharge or satisfaction of any obligation or duty imposed on such Owner under this Declaration.

(c) The Association may levy a special Assessment against each UNIT containing a Dwelling for an amount equal to the charge made by any governmental authority for backup fire protection pursuant to any current or future agreement, as amended from time to time, by and between the Association and such governmental authority.

Section 5.04. Dwelling and Lawn Maintenance. Generally, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any Dwelling or its appurtenances or for the maintenance and care of lawn, garden and landscaped areas on any UNIT. The Association shall have the responsibility and duty only for the maintenance, repair and care of the Common Area and Common Facilities. However, the Association may provide the exterior maintenance and repair of Dwellings and their appurtenances and/or the maintenance and care of lawn, garden and landscaped areas of certain UNITS pursuant to a determination by the Board of Directors either on its own recommendation or initiative or the recommendation or request of Owners of certain UNITS. The cost of such maintenance, repair and care shall be included in the annual maintenance Assessments of such UNITS and the Owners of such UNITS or the specified portion of the annexed Additional Property. In no event shall the Association maintain and care for lawn, garden and landscaped areas in or on any enclosed portion of any UNIT which is intended for use only by the occupants of the Dwelling of such UNIT.

Section 5.05. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Streets, Common Area and Common Facilities, and shall allocate and pay such amount to the reserve fund from time to time as may be designated by the Board of Directors. Amounts paid into the reserve fund shall be included in the annual maintenance Assessments under Section 5.02. All amounts paid into the reserve fund shall be deposited on such bank account or accounts in federally insured banks and savings and loan associations or in such investment accounts or investment assets as shall be designated by the Board of Directors from time to time. The reserve fund for replacements of the Common Area and the Common Facilities may be expended only (i) for the replacement of the Streets, Common Area and Common Facilities, (ii) for major repairs to any sidewalks, streets, roads or parking areas located on the Common Area, (iii) for equipment replacement, and (iv) for non-recurring start-up expenses and operating contingencies of the Common Area and Common Facilities. The Association may establish other reserve funds for other purposes considered necessary or appropriate by Board of Directors from time to time.

Section 5.06. Reserve Fund Appurtenant to UNIT. The proportional interest of each Class A Member in any reserve funds shall be considered to be an appurtenance to the UNIT of such Member, and shall not be withdrawn, assigned or transferred separately from or other than as an appurtenance to the UNIT to which the proportional interest in the reserve funds appertain, and any transfer of the UNIT shall be deemed to be a transfer or assignment of the proportional interest in the reserve funds. No member shall be entitled to a refund of his proportionate share of such reserve funds.

Section 5.07. Initial Annual Assessments. Following the initial conveyance of a UNIT to an Owner, the annual assessment under Section 5.02 for each UNIT to which a Class A membership is appurtenant shall be paid in monthly installments, plus such additional amounts may be assessed with respect to certain UNITS under Section 5.04. From and after the fiscal year following the initial conveyance of a UNIT to an Owner, the Board of Directors shall determine the amount of the Annual Assessment each fiscal year upon creation of an annual operating and capital expenditure budget for the Association as set forth in Section 5.02.

Section 5.08. Equitable Adjustments. If a Supplement is filed for record which annexes any portion of the Additional Property to the Property and specifies that a greater or lesser level of use, benefit or enjoyment of the Common Area or Common Facilities or of services shall be available or provided by the Association with respect to any portion of the annexed Additional Property, then the Supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance and special Assessments to reflect any such different level of use, benefit and enjoyment of the Common Area or common Facilities or services available or provided by the Association.

Section 5.09. Assessments are not Dues. No portion of the annual maintenance and special Assessments provided in or permitted by this Article V are intended to be, or shall be construed to be, dues for membership in the Association.

Section 5.10. Costs and Expenses of Certain Damage. If the Board of Directors determines that any Owner (i) has failed or refused to properly satisfy or discharge any maintenance, repair, care, upkeep, replacement or any other Obligations or duties for which the owner is responsible under this Declaration, or (ii) is responsible for damage to the area of common responsibility which is not covered by insurance, then, if deemed to be necessary or appropriate by the Board of Directors, the Association may provide such maintenance, repair, care, upkeep or replacement or satisfy or discharge any such other obligations or duties at the owner's sole cost and expense. Such cost and expenses shall be increased by all amounts specified in Section 6.03. All such amounts shall be considered to be a special Assessment against the UNIT and the Owners of such UNIT shall be personally responsible and liable for the payment of all such amounts immediately upon notice from the Association, and all such amounts shall become a lien against such UNIT which shall be enforceable by the Association.

Section 5.11. Meetings to Approve Assessments. If the consent or approval of any class of the Members is required for any action under this Article V, then the Board of Directors shall call a meeting of the Members pursuant to the Bylaws for the purpose of considering the consent or approval for such action.

Section 5.12. Uniform Rate for Assessments. Except to the extent that annual maintenance or special Assessments for particular Class A Members may be increased under Section 5.04 or increased or decreased under Section 5.07, all annual maintenance and special Assessments shall be levied at a uniform rate for each UNIT to which Class A membership is appurtenant, except special Assessments pursuant to Section 5.03(b). The Board of Directors may change the pro-rata obligations of any UNIT or the Owners of such UNIT for the purposes of levying annual maintenance or special Assessments, except special Assessments pursuant to Section 5.03(b); only if approved by at least two thirds of the voting power of each class of the Members.

Section 5.13. Commencement of Assessments. The Association shall collect Assessments beginning no later than the date any portion of the Common Area is transferred to the Association. Thereafter, each Class A Member's liability to pay monthly installments of the annual Assessments with respect to a UNIT

shall commence on the date a deed or other conveyance document to the UNIT shall be delivered to the Class A Member, as grantee. The monthly installment for the remainder of the month or, if applicable, the quarter or semiannual or annual period, which includes the date of delivery of the deed or other conveyance document shall be due and payable on the date of such delivery. The first annual maintenance Assessment shall be adjusted according to the number of months remaining in the fiscal year.

Section 5.14. Assessment of Declarants. The Declarant shall not be subject to Assessment by the Association.

Section 5.15. Assessment of Builders. Builders shall be subject to Assessment by the Association.

Section 5.16. Exempt Property. No Assessments of any kind or nature shall be levied by the Association against (i) any portion of the Property and utilities improvements dedicated to and accepted by the local public authority, (ii) all areas unplatted or reserved for future development by this Declaration or the Plat of the Property, and (iii) the Streets, Common Area and Common Facilities.

Section 5.17. Assessments for Multiple UNIT Ownership. Owners of Multiple contiguously joined UNITs shall be assessed as one UNIT. Owners of multiple UNITs not joined contiguously shall be assessed for each UNIT or each contiguous series of UNITs.

ARTICLE VI. ENFORCEMENT OF ASSESSMENTS

Section 6.01. Lien of Assessments. All Assessments with respect to or against a UNIT plus such additional amounts as are specified in Section 6.03 shall be (i) a charge on the land, (ii) a continuing lien upon and against the UNIT, (iii) binding upon such UNIT, and (iv) the continuing joint and several personal obligations and liability of each Person who was an Owner of such UNIT when any portion of such Assessment became due and payable, their heirs, devisees, personal representatives, successors and assigns, which lien shall not be extinguished or diminished by any transfer or conveyance of any UNIT.

The personal obligation of each Member to pay all Assessments levied against his UNIT shall continue for the full statutory period permitted by law, and a suit to recover a monetary judgment for the non-payment of all or any portion of such assessment, including any installment, may be commenced and maintained by the Association without the foreclosure or waiver of any lien created under this Declaration to secure the payment of such Assessment. Any judgment may include all amounts specified in Section 6.03. The Association may commence and maintain an action at law against any Member personally obligated or liable to pay any Assessment and/or may foreclose the lien against any UNIT in the manner now or hereafter provided in the State of Mississippi for foreclosure of mortgages and other liens on real property containing a power of sale provision. Any such foreclosure by the Association shall be subject to the substantive and procedural requirements prescribed by laws of the State of Mississippi applicable to the foreclosure of mortgages and other liens on real property containing the power of sale provisions.

The Association shall have the right to reject partial payments of an Assessment and to demand the full payment of such Assessment. The lien for unpaid Assessments shall be unaffected by any sale or other transfer of the UNIT subject to the Assessment, and the lien shall continue in full force and effect. No Member may waive or otherwise avoid or escape personal liability for payment of any Assessment by abandonment of the members UNIT or by abandonment or release of the Member's rights to the use, benefit and enjoyment of the streets, Common Area and Common Facilities.

If any proceeding to foreclose the lien for any unpaid portion of an Assessment is commenced by the Association with respect to any UNIT then the Board of Directors may require the owners of the UNIT to pay reasonable rent for use of the UNIT and the Association shall be entitled to the appointment of the receiver to collect such rent.

The Board of Directors may post or publish in any prominent location on the Property a list of Members who are delinquent in the payment of any portion of an Assessment or other fees which may be due to the Association, including any installment of an Assessment.

Section 6.02. Assessment Certificate. Upon five days' notice, the Board of Directors shall furnish a certificate signed by an Association officer to any Member liable for the payment of any Assessment or to any other Person having legitimate interest in the payment of such Assessment stating whether or not the Assessment has been paid. The certificate shall be conclusive evidence of the payment of any Assessment stated to have been paid in the certificate. The Board of Directors may require the payment of a reasonable charge for the issuance of a certificate.

Section 6.03. Amount of Lien. Upon the default in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments shall immediately be and become due and payable, unless the Board of Directors shall otherwise direct. In addition to the amount of the unpaid annual maintenance and special Assessments, the following amounts shall be considered to be special Assessments against the UNIT and the owners of such UNIT and shall be subject to the lien of Assessment provided under Section 6.01:

(a) All reasonable cost and expenses of collection, including attorneys' fees, court costs and other costs and expenses relating to the collection or enforcement of the lien of Assessments.

(b) Such late payment charges or fees as shall be established by the Board of Directors from time to time.

(c) Such Association overhead charges as shall be established by the Board of Directors from time to time which reimburse the Association for overhead or indirect costs and expenses incurred to collect unpaid Assessments or to perform or satisfy any obligation or duty imposed upon such Owners under this Declaration.

(d) Interest on or with respect to all amounts specified in this Section 6.03, including the unpaid balance of all Assessments, and such interest shall accrue from the due date until paid in full at the maximum rate of interest permitted by law in the State of Mississippi on loans to the Owners from Persons other than the Association which are in the amount owed to the Association.

Section 6.04. Priority of Lien. The lien to secure payment of an Assessment against a UNIT shall have preference over any other liens, assessments, judgments or charges of whatever nature, except (i) general and special assessments for ad valorem property taxes on or against such UNIT, and (ii) the lien of any First Mortgage on such UNIT made in good faith and for value received and duly filed and recorded prior to the Assessment creating the lien against the UNIT or duly filed and recorded after receipt of a certificate under Section 6.02 stating that payment of the Assessment was current as of the date the First Mortgage was filed for record.

Section 6.05. Subordination to Mortgage. As provided by Section 6.04, the lien against any UNIT to secure payment of any Assessment ("Assessment Lien") shall be subordinate to the lien of any duly filed and

recorded First Mortgage on or against the UNIT made in good faith and for value received, and shall not affect the rights of the holder of any First Mortgage. However, the Assessment Lien shall be subordinate only as to Assessments which have become due and payable prior to the sale or transfer of the UNIT in and to the UNIT pursuant to a foreclosure of any such First Mortgage, or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any such holder of a First Mortgage who acquires possession of such UNIT pursuant to a foreclosure or pursuant to the execution of any deed, assignment or other proceedings or arrangement in lieu of foreclosure, and any purchaser or assignee at a foreclosure sale or any transferee under any deed, assignment or other Proceedings or arrangement in lieu of foreclosure, shall acquire the UNIT free of any claims for unpaid Assessments levied against the UNIT which accrued prior to the time such holder acquires possession of the UNIT or prior to the foreclosure sale or prior to the execution of any deed, assignment or other proceedings or arrangement in lieu of foreclosure, except for claims for a proportionate share of such unpaid Assessments resulting from a reallocation of such unpaid

Assessments among the various UNITS. Moreover, such foreclosure, deed, or other proceeding or arrangement in lieu of foreclosure shall not relieve the holder of the First Mortgage in possession or the purchaser at foreclosure or the transferee under any deed, or other proceeding or arrangement in lieu of foreclosure, from any liability for payment of any Assessments thereafter becoming due, or from the lien created to secure the payment of any such Assessments, and the lien for the payment of such Assessments thereafter becoming due and payable shall have the same effect and shall be enforced in the same manner as provided in this Article VI.

No amendment to this Section 6.05 shall adversely affect the rights of the holder of any First Mortgage on any UNIT or the holder of any indebtedness secured by such First Mortgage, filed for record prior to the amendment being filed for record, unless such holders execute, approve or consent to the amendment. In its sole and absolute discretion, the Board of Directors may extend the provisions of this Section 6.05 to Mortgages not otherwise entitled to the benefits of this Section 6.05.

Section 6.06. Additional Default. Any First Mortgage encumbering a UNIT shall provide that any default by the mortgagor in the payment of any Assessment or any installment of an Assessment shall be default under the First Mortgage. The failure to include such a provision in any First Mortgage shall not affect the validity or priority of the First Mortgage, and the protection extended by Section 6.05 to the holder of the First Mortgage or to the holder of the indebtedness secured by the First Mortgage shall not be altered, modified or diminished by reason of or as a result of any such failure.

Section 6.07. Filing of Notice of Delinquency. If any Owner becomes more than sixty (60) days delinquent in paying any Annual or Special Assessment, the Association may file a Notice of Delinquency in the Land Records of Harrison County, Mississippi, referencing such Owner and the UNIT to which such delinquency applies. As and when such Assessments have been paid, the Notice shall be canceled.

ARTICLE VII. INSURANCE

Section 7.01. Association's Insurance. The Association shall apply for, obtain, pay the costs or premiums of and maintain insurance in such limits and forms and from such companies as the Board of Directors shall consider appropriate, including but not limited to, (i) fidelity bonds with reputable surety companies which protect or indemnify the Association against or from loss resulting from fraud, theft, dishonesty or

other wrongful acts by Persons who have access to the Association's funds, and (ii) contracts of liability, casualty and extended coverage, workmen's compensation, title and other insurance to adequately insure and protect the Association, the Board of Directors, each director and each officer of the Association and the Members from and against liability for personal injury and/or property damage to the general public and other Persons and their assets, and from loss of or damage to all or any portion of the Common Area, the Common Facilities and the Association's other assets from theft, fire and other casualties. The Association is expressly authorized to obtain insurance policies with Co-insurance provisions. All costs, charges and premiums for all insurance authorized by the Board of Directors shall be included in the annual maintenance Assessment.

Section 7.02. Owner's Insurance. Each Owner shall insure his Dwelling and other improvements on his UNIT at all times for full replacement value against losses due to hazards which may be insured or covered under extended coverage provisions, including fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and other hazards, and the Owner shall furnish the Association proof of such coverage. In the event of a loss due to such hazards each owner shall promptly repair, rebuild or restore the damaged or destroyed Dwelling and other improvements from the insurance proceeds or other funds to substantially the same condition as existed prior to the damage or destruction unless otherwise permitted by the Board of Directors.

Each Owner's fire and hazard insurance policy shall contain a waiver of subrogation clause, and each Owner shall furnish the Association with a copy of his insurance policy. By acceptance of a deed or other conveyance document each Owner does irrevocably constitute and appoint the Association as his true and lawful attorney in his name, place, and stead to repair, reconstruct or restore the Dwelling or other improvements in the event the owner fails or refuses to perform such, obligations, and in such event the Association may pay the costs and expenses of such repair, reconstruction or restoration. All such costs and expenses incurred or paid by the Association, including interest on any funds advanced by the Association, or paid to lenders by the Association, and all costs, expenses and charges described in Section 6.03 shall be (i) immediately due and payable to the Association by the Owner, (ii) a charge on the land and a continuing lien against the UNIT, (iii) the continuing personal obligation of each Owner at the time of such damage or destruction and/or at any time during such repair, reconstruction or restoration, and (iv) considered to be a special Assessment against such UNIT.

Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his Dwelling and other improvements, including decorations, furnishings and personal property in or on such Dwelling or other improvements, and his personal property stored elsewhere on his UNIT or the Property, and for his personal liability to Persons which is not covered by liability insurance for all owners obtained by the Association and included in the annual maintenance Assessments.

ARTICLE VIII. AD VALOREM TAXES

Section 8.01. Owners. Each Owner shall be responsible for the payment of and shall promptly pay all ad valorem taxes assessed on or against his UNIT.

Section 8.02. Association. The Association shall pay the ad valorem taxes assessed on or against the streets, Common Area and Common Facilities and the Association's other assets.

ARTICLE IX. PROPERTY RIGHTS

Section 9.01. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the streets, Common Area and Common Facilities which shall be appurtenant to and shall pass with the title to every UNIT, subject to the following provisions:

(a) The right of the Association to levy reasonable admission and other fees for the use of any Common Facilities by the Members and their families and invitees. Any such fees shall be charged on a uniform basis for each Member. No admission or other fees shall be charged or levied for the use of any Streets.

(b) The right of the Association to suspend any Member's voting rights and any Member's rights to use the Common Area and Common Facilities for any period during which any Assessment remains unpaid and for any period not exceeding 60 days for any infraction, breach or violation of any rules and regulations of the Association. The rights of the Members to use the Streets may not be suspended by the Association for any reason whatsoever.

(c) The right of the Association to dedicate or transfer all or any part of the streets, utilities, Common Area and Common Facilities to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the members. No such dedication or transfer shall be effective unless Members representing at least two-thirds (2/3) of the voting power of each class of Members approve or consent to such dedication, transfer, purpose and conditions and an instrument agreeing or consenting to such dedication or transfer executed by Members representing at least two-thirds (2/3) of the voting power of each class of Members has been filed for record. This provision shall not apply to the grant of easements or rights of way which may be done by action of the Board of Directors of the Association as provided in paragraph (g) of this Section.

(d) In accordance with the Articles and the Bylaws, the right of the Association to borrow money to repair, maintain or improve all or any portion of the streets, Common Area and Common Facilities in a manner designed to promote the enjoyment and welfare of the Members. In connection with any such loan the association may subject all or any portion of the Common Area and Common Facilities to the liens of deeds of trust or other security interests. The Association shall not borrow money or subject all or any portion of the Common Area or Common Facilities to the lien of a deed of trust or other security interest unless approved by Members representing at least two-thirds of the voting power of each class of Members.

(e) The right of the Association to take any action permitted by this Declaration as is reasonably appropriate or necessary to prevent a default of any of the Association's obligations or to protect the assets of the Association against or from foreclosure or enforcement of any security interest by a creditor.

(f) The right of the Association to adopt reasonable rules with respect to the use of the Common Area and Common Facilities and to limit the number of invitees who may use any portion of the Common Area and Common Facilities.

(g) The right of the Association to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances to any governmental agency or authority or any utility, the Declarant or any other Person, provided that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the Members to the use, benefit and enjoyment of the Common Area and Common Facilities.

(h) The right of the Association to open or permit the use of all or any portion of the Common Area and the Common Facilities to a wider group of Persons for such purposes and on such basis or conditions as the Board of Directors may from time to time consider appropriate.

(i)) The rights of the Owners to perpetual easements over and upon any of the streets, Common Area and Common Facilities for such portions of their Dwellings that may overhang or otherwise encroach upon any of the streets, Common Area or Common Facilities for (i) support, (ii) necessary repairs and maintenance, (iii) maintenance of reasonable appurtenances to the Dwellings, and (iv) reasonable ingress and egress to and from any Dwelling through and over the streets, Common Area and Common Facilities.

(j) The right of each Member to use the streets, roadways, sidewalks and vehicular parking areas situated upon the Common Area and Common Facilities, provided that each Member shall comply in all respects with all rules and regulations not inconsistent with the provisions of this Declaration which the Board of Directors may from time to time adopt or promulgate with respect to parking and traffic control upon the Common Area and Common Facilities.

(k) The right of the Declarant to dedicate or grant to any governmental authority having jurisdiction over the Property, the streets, roads, parking areas, sidewalks and/or rights-of-way as shown and designated on the Plat. In the event that such streets, roads, parking areas, sidewalks and rights-of-way have not been dedicated by the Declarant, then the Association shall have the right to dedicate such streets, roads, parking areas, sidewalks and rights-of-way to any governmental authority which will accept such dedication and agree to maintain or repair the streets, roads, parking areas, sidewalks and/or rights-of-way as public streets. Such dedication by the Association shall be done only upon approval of at least two-thirds (2/3) of the voting power of each class of members.

(l) The right of the Association to temporarily restrict the use, benefit and enjoyment of certain portions of the Common Area and Common Facilities.

(m) The right of the Association to maintain guarded or electronically monitored gates to restrict or monitor vehicular access to and from the Property.

Section 9.02. Rights Not Subject to Suspension. The Association shall have no authority to either temporarily or permanently suspend any of the rights specified in Section 9.01 (i) and Section 9.01 G) for any reason whatsoever.

Section 9.03. Delegation of Use, In accordance with the Bylaws and subject to such reasonable rules and regulations as the Board of Directors may adopt or promulgate and uniformly apply and enforce, any Member may delegate his rights to the use, benefit and enjoyment to the Common Area and Common Facilities to (i) family members who reside permanently with members, (ii) contract purchasers or tenants under authorized leases who reside on the Property, (iii) Invitees of the Declarant, and (iv) owner's invitees if accompanied by the owner.

ARTICLE X. ARCHITECTURAL CONTROL

Section 10.01. Architectural Review Committee. The Architectural Review Committee shall be the Declarant or a committee appointed by the Declarant until January 1, 2027. The Architectural Review Committee shall be appointed or designated by the Board of Directors in accordance to these covenants after January 1, 2027 or sooner at the sole discretion of the Declarant.

The Architectural Review Committee, once appointed, shall consist of not less than three or more than five individuals who shall be appointed or designated from time to time by the Declarant or later the Board of Directors and may be but are not required to be Members. The members of the Architectural Review Committee shall serve at the pleasure of the Declarant or later the Directors, and may be dismissed with or without cause. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required to make any finding, determination, ruling or order or to issue any permit, consent, approval or disapproval under this Declaration, including this Article X and the approval or disapproval of all or any portion of any Plans, or to recommend that the Declarant or later the Board of Directors adopt any rule or regulation relating to the provisions of this Article X.

Section 10.02. General Requirements. Except for the purposes of proper maintenance and repair, no buildings shall be commenced, erected, constructed, or permitted to remain on any portion of the Property, including any UNIT, until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee. The Builder or Owner, at its expense, shall complete and submit to the Architectural Review Committee two complete sets of Plans for review by the Architectural Review Committee. The plans shall provide for a first class structure, workmanship and materials and, if requested by Architectural Review Committee, shall include:

(a) building plans at a reasonable scale and building specifications, which shall include, but not limited to, the location, nature, shape, height, materials, color and finish of materials, type of construction, floor plans and elevations, details of exterior walls construction and other exterior features, gross square footage and other characteristics of the improvements and other information required or specified by the Architectural Review Committee;

(b)) a site plan at a reasonable scale which shall show the location of all:

- (i) Improvements;
- (ii) Pedestrian walkways, vehicular circulation and parking areas, and;
- (iii) Proposed house, grade, and drainage patterns for the UNIT;

(c) landscape plan;

(d) a statement by the Builder or Owner's architect and engineer or, if none, by the Builder or owner that the proposed construction complies with all applicable building and zoning codes and regulations and this declaration, including all building codes, and;

(e) a construction time table or schedule, including anticipated completion date;

The Architectural Review Committee may require whatever it deems necessary of the Builder or Owner in order to properly review plans including, but not limited to, the items listed above. This in no way implies that the Architectural Review Committee must require all of the items listed above from each Builder or Owner. It may require more or less. It is the responsibility of the owner/builder to obtain the current set of rules and regulations ("Architectural Design Guidelines") that are adopted by the Architectural Review Committee.

Until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee, no Builder or Owner shall construct any buildings, walk or driveways on any UNIT nor may they begin any clearing or site preparation.

Section 10.03. Review Process. Within 30 business days after receipt of all of the Plans, the Architectural Review Committee shall review the Plans and shall either approve or disapprove all or any portion of the Plans. Written notice of such decision shall be given to the Owner or other builder, and such notice shall specify the reasons for any disapproval. The Architectural Review Committee's right to disapprove the Plans shall be limited to (i) the failure of the Owner or other builder to include information required by, or otherwise satisfy the requirements of, this Article X or other provisions of this Declaration, (ii) objections to the design, general massing, color, materials or development of any proposed building or improvement which the Architectural Review Committee determines to be incompatible with the existing or surrounding structures on, or the topography and conformity with the design concept of or for, the Property, (iii) objections that the Plans do not provide for first-class structure, workmanship or materials, (iv) failure to provide a landscape plan which is consistent with the quality, development or design of the Property, or (v) any other reason or reasons which are not arbitrary or capricious, including, but not limited to, aesthetic considerations.

If any portion of the Plans are not approved, the Owner or other builder shall amend and modify the Plans to conform to the requirements of, and to cure any objections made by, the Architectural Review Committee for review and approval or disapproval. The Architectural Review Committee's right to disapprove the amended and modified Plans shall be confined to (i) the portion of the Plans not previously approved, (ii) new matters not disclosed by or included in the Plans previously submitted, or (iii) matters which do not satisfy the requirements of this Article X or other provisions of this Declaration.

If the Owner or other builder desires to materially modify or change the Plans after approval of the Plans, but not including modifications or changes of or to the interior design, then the Owner or other builder shall submit two complete copies of such proposed changes to the Architectural Review Committee for review and approval or disapproval.

If the Architectural Review Committee shall fail to approve or disapprove the Plans, amended and modified Plans and/or proposed modifications or changes to the Plans within 30 business days after receipt of the Plans, then such approval shall not be required, and the Plans, amended or modified Plans or proposed modifications or changes to the Plans will be deemed to have been approved by the Architectural Review Committee. However, in the event litigation is in progress concerning the plans or objections thereto, this paragraph shall not be effective and such approval shall only be obtained by agreement or by Order of the Court.

The decisions of the Architectural Review Committee shall be final. The decision of the Declarant or later the Board of Directors shall be final.

The Builder or Owner will be responsible for the payment of reasonable charges established by the Declarant or Architectural Review Committee, from time to time for the Architectural Review Committee's review of the Plans or amendments, modifications or changes to Plans. The Architectural Review Committee shall retain one copy of the Plans as approved or disapproved in the Association's permanent records and/or a letter approved from Architectural Review Committee and shall return to the Owner or other builder one copy of the Plans, as approved, marked or stamped with such approval.

Section 10.04. Building Codes. In addition to the provisions in this Article X, the Owner or Builder shall comply with all applicable building codes, regulations and standards. Approval of plans by Architectural Review Committee does not exempt the Owner or Builder from compliance. When approved plans are in

excess of the applicable building codes, regulations and standards the Architectural Review Committee's approval shall supersede.

Section 10.05. Disclaimer. The Board of Directors, the Architectural Review Committee, each director and each officer of the Association, each member of the Architectural Review Committee and the Association and, if applicable, the Declarant shall not be liable to any Owner or to any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner or other Person arising resulting from or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities, whether given, granted or withheld. No approval of Plans and no publication of architectural standards or bulletins shall be construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed Dwelling or other improvement, or to represent, guarantee or imply that any Dwelling or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Architectural Review Committee to approve or disapprove all or any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

Section 10.06. Rules and Regulations. The Architectural Review Committee, from time to time may (i) adopt and promulgate such rules and regulations regarding the construction or alternation of any structure or improvement and the form and content of Plans to be submitted to the Architectural Review Committee for review and approval or disapproval, and (ii) publish and/or file for record such statements of policy, standards, guidelines, and establish such criteria relating to architectural styles or details, colors, size, setbacks, material or other matters including the use and application of fertilizers, pesticides and other chemicals, and the preservation of such aesthetic values and characteristics and amenities, as may be considered necessary and appropriate. No such rules, regulations, statements or criteria shall be construed as a waiver of any provision of this Article X or any other provision or requirement of this Declaration.

Section 10.07. Limitations. Construction in accordance with approved Plans shall be commenced within six months after approval, whether by affirmative action or by forbearance from action, and shall be substantially completed either within 1 year after construction commences, or within such other period as the Architectural Review Committee shall specify in the approval of the Plans. If construction is not commenced or is not completed as required in this Section 10.07, then approval of the Plans shall be conclusively deemed to have lapsed and compliance with the provisions of this Article X shall be required again.

Section 10.08. Parking Requirements. All buildings and other structures and improvements shall be designed, located and constructed so that all vehicles entering upon any UNIT shall be parked, maneuvered, loaded or unloaded entirely or completely on such UNIT. All driveways and parking areas shall be equivalent to or better than concrete, unless otherwise approved by the Architectural Review Committee. No parking on Streets shall be permitted.

Section 10.09. Detached Garage's, Storage Areas, Workshops. All detached buildings must be approved by the Architectural Review Committee. Setbacks for approved building's to be determined by the Architectural Review Committee, provided however, that the setbacks will not violate existing local government regulations. Any detached building is to be constructed in the same workmanship like manner as the residential dwelling, and requirements for approval are set forth in Section 10.02.

Outside storage areas may be required by the Architectural Review Committee to be fenced or screened to provide substantial screening to a minimum height of six feet and, unless otherwise approved by the Architectural Review Committee, a maximum height of eight feet. The location of all storage areas and the design, placement and materials of fences or screens must be approved by the Architectural Review Committee which may require storage areas to be located on the side of or behind the buildings.

The provisions of this Section 10.09 shall also apply to all trash or garbage storage, mechanical and similar or other storage buildings and structures not directly connected to the Dwelling or main building structure. Metal buildings are prohibited. Trash or garbage storage areas are required and must be of an adequate size and proportional to the building on the UNIT.

Section 10.10. Landscape Requirements. Unless otherwise approved by the Architectural Review Committee, the required landscape plan shall provide for detailed landscaping of the entire UNIT, except the portion of the UNIT occupied by building structures, driveways, walks and other improvements.

Section 10.11. Utility Lines. All telephone, electrical, cable television and other similar lines located outside and between any building and any power transmission or other lines shall be underground and shall conform to existing electrical codes.

Section 10.12. Drainage Requirements. Each Owner and Builder is obligated and required to find and understand the established drainage waterways adjoining his UNIT and to provide appropriate drainage and/or drainage structures to ensure that no drainage way will be restricted, obstructed, or adversely impacted. The Owner or Builder shall develop the UNIT to direct as much drainage as possible away from the UNIT into the street and/or drainage easements and shall impact, as little as possible, any adjacent UNITS with his drainage.

Section 10.13. Signs. Except as permitted by Article XIII, no sign of any kind shall be exhibited in any way on or above any part of a UNIT. See Architectural Design Guidelines.

Section 10.14. Building Sizes, Locations and Setbacks. Exclusive of porches and garages, the living area of the Dwelling, main house or residential structure constructed on a UNIT shall have not less than the following square feet of heated and cooled living area:

The dwelling size for UNITS A-G, shall be not less than _____ square feet in enclosed heated and cooled space. No Dwelling or other residential building shall be erected on any UNIT nearer than 30 feet from the front or 25 feet from the rear UNIT line and 10 feet from the side UNIT line. No Dwelling or other residential building shall be erected on any UNIT on the corner of any Street nearer than 30 feet from the UNIT line adjoining or abutting any Street. However, given that many of these setback requirements exceed city regulations for the zoning district in which this project lies, the Architectural Review Committee reserves the right in its sole discretion to vary from these setbacks for individual houses as it sees fit, provided however, that the variance will not violate those existing city regulations for setbacks.

Due to the natural terrain, UNIT configurations and/or proximity of adjacent structures, the enforcement of setback requirements in this Section 10.14 may be impossible or inadvisable. Therefore, the Architectural Review Committee may approve and permit specific deviations to such setback requirements if determined by the Architectural Review Committee to be beneficial to a specific homesite or to adjacent homesites.

Section 10.15. Topography and Vegetation. Without the prior written approval of the Architectural Review Committee, the topography and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation or any other means. The Architectural Review Committee may withhold such approval until submission and acceptance of a plan designed to protect the Property from damage or pollution from erosion, pesticides or the seepage of fertilizer or other materials. The Architectural Review Committee will approve a minimum amount of earth movement and vegetation reduction required in approved Plans.

Section 10.16. Tree Removal. No trees, bushes or underbrush of any kind may be removed without the prior written approval of the Architectural Review Committee. Provided that an adequate buffer can be maintained on each side of a UNIT, generally approval will be granted for the removal of trees located near the Dwelling or accessory buildings or near the approved site for the Dwelling or accessory buildings, unless such removal will substantially decrease the beauty or the aesthetic characteristics of the UNIT or the Property, in the sole judgment of the Architectural Review Committee.

Section 10.17. Sidewalks. No sidewalks paralleling the street are permitted unless approved by Architectural Review Committee.

Section 10.18. Fences. The Architectural Review Committee has developed a limited number of fence designs to be used in Shallow Point. Those designs may be obtained from the Architectural Review Committee.

Section 10.19. Pier and Curtain Wall Type Foundations. All dwellings constructed on any UNIT with a pier and curtain wall type foundation shall have a curtain wall extending around the entire house. No concrete or wood block curtain walls will be permitted. Only stone or brick masonry curtain walls will be permitted.

Section 10.20. Mailboxes. All mailboxes must be located and constructed exactly to the design and specifications provided by the Architectural Review Committee, which may include a central mail collection facility.

Section 10.21. Architectural Design Guidelines. The Declarant has established Architectural Design Guidelines to provide owners, architects, landscape architects, designers and contractors with parameters for the preparation and approval of designs, drawings and specifications. The Architectural Review Committee shall use the Architectural Design Guidelines as a basis for review of all plans and construction in Shallow Point DEVELOPMENT. The Architectural Design Guidelines are incorporated as a separate document provided to owners and contractors for their use in proper design, submission and construction of plans. Should there be conflict between the Declaration and the Architectural Design Guidelines, then the most restrictive shall supersede, unless decided otherwise by the Architectural Review Committee. The Architectural Design Guidelines may be amended, modified, edited, updated or changed at any time by the Declarant at his sole discretion without notice.

ARTICLE XI. COMMON AREA -- GREEN SPACE

Section 11.01. Intent. The Declarant intends that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at the Property be maintained and enhanced by designation of certain areas of the Common Area as "Green Space" in this Declaration and

on the Plat. No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations adopted and promulgated by the Association. The Declarant and the Association shall have the right, but not the obligation, to (i) erect wildlife feeding stations, (ii) plant small patches of vegetation or other cover and food crops for wildlife, (iii) make access trails or paths or boardwalks through the Green Space and the Common Area to permit or facilitate observation and study of wildlife, hiking, and riding, (iv) erect small signs throughout the Green Space designating points or areas of interest and attraction, and (v) take such other appropriate action to promote the community use, benefit and enjoyment of the Green Space. The Declarant and the Association shall have the right, but not the obligation, to protect the Green Space and other portions of the Common Area (i) by planting trees, plants, and shrubs where and to the extent appropriate or necessary, or (ii) by construction and maintenance of siltation basins or other erosion control activities or improvements considered appropriate or necessary. The Declarant and the Association shall have the right, but not the obligation, to provide and insure adequate drainage facilities in the Green Space and the Common Area, and to cut fire breaks, remove diseased, dead and dangerous trees and conduct other similar activities. The costs and expenses of such activities, services, improvements, landscaping, maintenance, repair and construction shall be included in the annual maintenance Assessments.

Section 11.02. Water Area. Any pond, lake, pool and fountain located on Common Area is considered Common Facilities and part of the Common Area. Water levels for any water area are at the sole determination of the Declarant and thereafter the Board of Directors.

ARTICLE XII. EASEMENTS

Section 12.01. Utility Easements. The Declarant, the Association, and each utility providing service to the Property shall have and is granted or reserved non-exclusive easements and rights-of-way in, through, across, on, over, and under the portions of the Property which are not improved with Dwellings, buildings or other structures, including full rights of ingress and egress, for the installation, operation, use, maintenance, repair and removal of utilities and drainage facilities and floodway easements located in utility or drainage easements as shown and designated on the Plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility.

The Declarant shall have non-exclusive easements and rights-of-way in, through, across, on, over and under the portion of the Common Area which is not improved with buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct and repair sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and any related improvements or appurtenances and for all other purposes reasonably related to the completion of services to any portion of the Property. At the Declarant's request, the Association shall from time to time execute, acknowledge, and deliver to the Declarant such documents as the Declarant considers necessary to implement the provisions of this Section 12.01.

The reservations and rights in this Section 12.01 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any grading of the soil, and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installation, repair and maintenance and to maintain reasonable standards of health, safety and appearance.

Section 12.02. Damage from Ingress and Egress. Any entry by the Declarant, the Association, or any utility upon any UNIT for the purposes permitted or contemplated by this Article XII shall be made with as little inconvenience to the Owner as reasonably practical, and all physical damage to any UNIT or improvement on a UNIT resulting from or caused by such entry shall be promptly repaired and restored.

Section 12.03. Maintenance and Support Easements. Where Dwellings are permitted or are in close proximity to the boundaries of a UNIT, the Common Area and Common Facilities on each UNIT and Dwelling on such UNIT shall be subject to irrevocable easements for the benefit of the Association and the Owners of the adjoining UNITs and abutting Dwellings for (i) drainage, (ii) the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables and wire outlets and utility lines, (iii) maintenance and lateral support of adjoining and abutting buildings and improvements, (iv) such portions of any building or improvement that may overhang a UNIT or any portion of the Common Area and Common Facilities, and (v) the walks and sidewalks serving such adjoining and abutting areas.

Section 12.04. Ingress and Egress Easement. Declarant hereby assigns to the Association for the benefit of the Owners of all UNITs in Shallow Point, all of his right, title and interest in and to that certain perpetual non-exclusive easement for ingress and egress over and across the private streets and drive running through Shallow Point as shown on the DEVELOPMENT plat of Shallow Point. Said easement shall be Common Area and shall be conveyed by the Declarant to the Association and which easement shall be maintained by the Association for the use, benefit and enjoyment of the Owners of UNITs in Shallow Point and the Members of the Association.

ARTICLE XIII. USE AND OTHER RESTRICTIONS AND REQUIREMENTS

Section 13.01. Use of UNITs and Dwellings. Except (i) for the activities of a Owner or other builder during the construction and development of a UNIT or the Common Area or Common Facilities, (ii) for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration or pursuant to the approval of the Architectural Review Committee, (iii) as may be necessary or appropriate in connection with reasonable and necessary repairs or maintenance to any Dwelling or other improvements on a UNIT, the Common Area or the Common Facilities, and (iv) as permitted by Section 13.10, each UNIT and Dwelling shall be used for residential purposes only, and no trade and business of any kind or nature may be conducted on or in such UNIT or Dwelling. However, the use of a portion of a Dwelling as an office by the Owner or his tenant shall not be considered to be a violation of this Section 13.01 if such use does not create regular or continual customer, client, or employee traffic. In no event shall any UNIT or Dwelling or other improvements on a UNIT be used as a storage area for any building contractor except for the Declarant and as specifically permitted by this Declaration.

Section 13.02. Lease of Dwelling. The lease or rental of a Dwelling for residential purposes by a member shall not violate Section 13.01 if (i) the entire Dwelling and all the improvements on the UNIT are leased, (ii) the term of the lease is at least 12 months, (iii) the lease otherwise complies with the rules and regulations adopted and promulgated from time to time by the Board of Directors, and (iv) the lease is subordinate and subject to this Declaration and is in writing. Prior to commencement of any lease term, the Owner shall provide the Association and Management Agent, if any, with copies of the lease.

Section 13.03. Exterior Appearances. No chainlink fences shall be permitted within the Property unless approved by Architectural Review Committee. No foil or other reflective materials, canopies or awnings

shall be permitted on or over windows without prior approval from the Architectural Committee. No projections of any type shall be placed or permitted above the roof of any improvement except chimneys or vents or other objects approved by the Architectural Review Committee. All fences erected on any portion of a UNIT located in any phase of the Property or Additional Property shall be subject to approval of the Architectural Review Committee as to location, design, quality, appearance, height and material.

As required by Section 10.09, each owner shall provide a screened area to serve as a service yard and a storage area for trash or garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clothesline, and other similar or unsightly objects in order to conceal such objects from view from the roads and adjacent UNITs and the Common Area. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Architectural Review Committee prior to construction. Trash or garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

Section 13.04. Signs. The Architectural Review Committee shall establish standards for signs in the Architectural Design Guidelines. No other signs are permitted on UNITs other than those permitted in the Architectural Design Guidelines. The restrictions of this Section 13.04 shall not apply to the Declarant. The Declarant shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within easement areas established by this Declaration.

Section 13.05. Other Buildings and Vehicles. No tent, trailer, barn or other similar outbuilding or structure shall be temporarily or permanently placed or maintained on any UNIT or on any other area of the Property without prior approval of the Architectural Review Committee. No mobile home shall be temporarily or permanently placed or maintained on any UNIT or any other area of the Property. Each Owner shall provide parking for at least two automobiles for each Dwelling owned or maintained by such Owner. All Dwellings must contain enclosed garages adequately screened from street views unless otherwise approved by the Architectural Review Committee. When not in use, all garage doors shall be kept closed. To the extent possible, all automobiles owned or used by owners or occupiers of a UNIT, except temporary guests and visitors, shall be parked in enclosures which screen the automobile from street view. The Board of Directors shall have the authority to adopt and promulgate rules and regulations to govern or to prohibit the outside storage or parking on any UNIT, within any Dwelling or other structure or on any portion of the Common Area of motor homes, tractors, trucks, commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, motorcycles, motorized bicycles, motorized go-carts, ATV' s, golf carts or any other similar related forms of transportation vehicle or device, except pickup trucks with a current license plate. The Board of Directors may at any time prohibit motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, ATV' s, golf carts and/or other similar vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. No Owner or other occupant of any UNIT shall repair or restore any vehicle of any kind on any UNIT, within any Dwelling or other structure or on any portion of the Common area, except (i) within enclosed garages or workshops, or (ii) for emergency repairs but only to the extent necessary to enable the movement of such vehicle to a proper repair facility.

Section 13.06. Unsightly Conditions and Nuisances. Each owner and his tenants have the responsibility to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his UNIT which may tend to substantially decrease the beauty or aesthetic characteristics of any portion of the Property, including the UNIT, and is obligated to maintain and service all grass and landscaped areas on his UNIT and maintain the area of the Street and right-of-way abutting his UNIT in a clean condition.

No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate or remain upon any UNIT or other portion of the Property. No nuisance or odors shall be permitted to exist, operate or remain upon or arise from any UNIT or any other portion of the Property which are unsanitary, unsightly, offensive or detrimental to Persons using or occupying any other portion of the Property. No noxious or offensive activities shall be permitted or conducted in or on any UNIT or Dwelling or any portion of the Common Area or Common Facilities. Each Owner, his family, Invitees, and all other Persons shall refrain from any act or use of a UNIT, the Dwelling or other structures on the UNIT or the Common Area, including Common Facilities, which might cause disorderly, unsightly or unkempt conditions or which might cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which might or would result in a cancellation of any insurance for any portion of the Property or which would be in violation of any law, governmental code or regulation. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells or other sound devices used exclusively for such purposes shall be permitted. Any Owner or other Person who dumps or places, or permits his family or Invitees to dump or place, any trash or debris upon any portion of the Property shall be liable to the Association for all costs and expenses for the removal of such trash or debris incurred or paid by the Association which shall be payable immediately upon demand by or from the Association and shall be considered to be a special Assessment against the UNIT.

Each UNIT must be landscaped at the time the Dwelling is constructed and must have grass growing on such UNIT within one month after the completion of the constructed Dwelling. The line of sight at intersections will not be violated by any visual barrier of any nature which extends over thirty inches (30") high in an area bounded by a line connecting any point or points as may lie fifty feet (50') in any given direction from a given intersection.

Section 13.07. Antenna. No television antenna, satellite dish, radio receiver or similar device, tower or pole shall be attached to or installed on any UNIT or any Dwelling or other structure on the UNIT or any portion of the Property, unless expressly approved in writing by the Architectural Review Committee. The Architectural Review Committee may but is not obligated to promulgate rules and regulation concerning television, radio, and computer signal reception. Any approved exterior mounted signal receiver, antenna, dish, etc., shall be appropriately mounted, screened and camouflaged as directed by the Architectural Review Committee. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any UNIT which may unreasonably interfere with reception of other signals within the Property. The Declarant and the Association shall have the right, but not the obligation, to install, operate, maintain and repair equipment necessary for master antenna, cable television, mobile radio, security system or other similar systems within the Property.

Section 13.08. Lights. The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither the lighting fixtures nor any other illumination devices, including Christmas ornaments, located anywhere on the Dwelling or other structure or grounds of any UNIT shall be located, directed or of such intensity to adversely affect the nighttime environment of any adjoining UNIT or any portion of the Common Area.

Section 13.09. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked, or pastured on any UNIT or any portion of the Common Area, except dogs, cats, birds or other household pets for noncommercial purposes and which are kept in Dwellings and are not a source of annoyance or a nuisance to the Property or any Member. The Board of Directors shall have the right, but not the obligation, to prohibit or bar certain dogs or breeds of dogs or other household pets from any UNIT or Dwelling or other structure on the UNIT or any portion of the Property. Pets shall be attended at all times

and shall be registered, licensed and inoculated as required by law. Pets shall not be permitted upon the Common Area unless accompanied by an adult individual and either carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets from time to time as considered necessary or appropriate, including more or less restrictive "leash" regulations.

Section 13.10. Sales and Construction Activities. The Declarant is expressly permitted and authorized to maintain and conduct such facilities and activities as may be reasonably appropriate, necessary, required, convenient or incidental to the construction, completion, improvement and sale of UNITs and/or Dwellings or the development of UNITs, Dwellings and other improvements, the Common Area, the Common Facilities and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers, offices and other structures or other improvements. The location of any construction trailers of any Owner or other builder shall be subject to the Declarant's approval. The right to maintain and conduct such facilities and activities specifically includes the right to use Dwellings as model residences, as offices for the sale of UNITs and/or Dwellings, and for related activities. The Declarant is expressly permitted and authorized to use, stock, maintain, locate, store and place on any portion of the Property any and all equipment, tools and vehicles as may be reasonably appropriate, necessary, required, convenient or incidental to such construction, improvement, completion, sale or development, including, but not limited to, construction equipment and construction machinery, machines, and vehicles.

Section 13.11. Time Sharing & Short-Term Rental. No UNITs or Dwellings shall be sold, assigned or leased under any time sharing, time interval or right-to-use programs or investments. Lease of property shall be in compliance with Section 13.02.

Section 13.12. Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, including "perform obligations" or duties imposed on any owner under this Declaration, then entering any UNIT or any portion of the Property for such purposes and taking such action shall not be or be deemed to be a trespass.

Section 13.13. Subdivided. No UNIT shall be subdivided or its boundary lines changed, except with the written consent of the Declarant. If the Declarant owns any UNITs subject to the Declaration, the Declarant expressly reserves the right to replat any UNIT or such UNITs owned by the Declarant and to take such other action as may be reasonably appropriate, convenient or necessary to make such replotted UNIT or UNITs suitable for use as a building site for a Dwelling, including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of such replotted UNITs.

The provisions of this Section 13.13 shall not prohibit an Owner of two or more contiguous UNITs from combining such UNITs into one larger UNIT or prohibit the owner of three or more contiguous UNITs from combining such UNITs into fewer UNITs, provided that each of the resulting UNITs are larger and contain a minimum UNIT square footage equal to or greater than the original square footage of the UNIT having the least square footage before such UNITs were combined. Thereafter, only the exterior boundary lines of the resulting larger UNIT or UNITs shall be considered in the interpretation of this Declaration. This is subject to review and approval by Declarant.

Section 13.14. Certain Construction Rights. The Declarant expressly reserves the right, but the Declarant shall not be obligated, to build bridges or walkways across any natural or man made Areas in, on or abutting or contiguous to the Property.

Section 13.15. Easement Interference. No structure, planting or other material shall be placed or permitted to remain upon any UNIT which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, diminish, obstruct, or retard the direction or flow of surface water runoff in any drainage easement, swale or channel.

Section 13.16. Certain Controls. To implement effective and adequate erosion controls and to protect the beauty and grandeur of the Common Area, the Declarant and Association shall have the right, but not the obligation, to enter upon any UNIT or Common Area before and after a building or other improvement has been constructed on such UNIT or Common Area to perform any grading or landscaping work or to construct and maintain erosion prevention devices. Prior to exercising its rights under this Section 13.16, the Declarant or, if applicable, the Association shall permit the Owner of the UNIT to perform such corrective actions required by giving the owner a written notice stating the type of corrective action required to be performed and the date by which such corrective action must be completed. If the Owner fails to perform the specified corrective action by such date, then the Declarant or, if applicable, the Association may then exercise the rights under this Section 13.16 to enter in upon the UNIT to perform such corrective action. The costs and expenses of such erosion prevention measures when performed by the Association, such costs shall be considered to be a special Assessment against the UNIT and the Owners of such UNIT.

To implement effective insect, reptile, and fire ant control, and vegetation and trash control, the Declarant or the Association have the right, but not the obligation, to enter upon any UNIT on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on such UNIT if the Declarant or the Architectural Review Committee determines that the UNIT distracts from the overall beauty, aesthetic characteristics or safety of any portion of the Property. Such control shall not be performed by the Declarant or the Association until 30 days after written notice of the need for such control has been given to the owner and the owner has failed to perform such control within the 30 days. The costs and expenses of such control when performed by the Declarant or, if applicable, the Association shall be paid immediately upon demand by the owner and, if performed by the Association, such costs shall be considered to be a special Assessment against the UNIT and the Owners of such UNIT.

This Section 13.16 shall not be construed as an obligation of the Declarant or the Association to (i) mow, clear, cut or prune, (ii) provide garbage or trash removal services, (iii) perform any grading or landscaping work, (iv) construct or maintain erosion control or prevention devices, or (v) provide water pollution control, on, to or for any UNIT or property not owned by the Declarant or the Association. The entering upon any UNIT pursuant to the provisions of this Section 13. 16 shall not be or be deemed to be trespass.

Section 13.17. Water Wells and Septic Tanks. No water wells or septic tanks shall be permitted on any UNIT. Plans shall be approved by the Architectural Review Committee unless such Plans provide that the UNIT will be served by the water and sanitary sewer system serving the Property. This restriction shall not prevent the Declarant from designating any part of the Additional Property for the purpose of developing a community water and sewer system to serve the Property or other real property developments in close

proximity of or to the Property or dedicating such part of the Property to a governmental authority or company for the purpose of developing a water and sewer system to serve the Property.

Section 13.18. Reconstruction after Fire or Other Casualty Loss. If a Dwelling is partially or completely destroyed by fire or other casualty, then, as required by Section 7.02, the Owner of such Dwelling shall promptly clear the UNIT or restore or reconstruct such Dwelling, at his own expense, in accordance with the original Plans or with such other Plans as may be approved by the Architectural Review Committee upon the request of such Owner.

Section 13.19. Vacant UNIT Maintenance. Each Owner shall be responsible for the proper seeding, fertilization, watering, mowing, removal of litter and maintenance of any UNIT which is vacant or undeveloped. If fill is placed on the UNIT and the construction of the improvements is not promptly commenced and completed, then the owner will be required to maintain such UNIT so stated in the preceding sentence.

Section 13.20. Streets. The streets shall be private streets owned by the Association. At the time plats are filed for record, the Declarant shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. After completion of construction on a substantial number of the Dwellings in a particular area or on a particular Street, the Declarant shall cause the construction of such Street to be completed by overlaying the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 13.21. Gates. The Declarant has constructed gates at the entrances to the Property. The gate shall be of a type or style which Owners can open or close by use of a remote control or other device or mechanism. So long as the Declarant continues to own land or UNITs in the Property, the Declarant shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. At such times as the Declarant no longer owns land or UNITs, or sooner if the Declarant desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security or safety of the Property. By acceptance of a deed or other conveyance of a UNIT, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

Section 13.22. Motor Vehicles. No motor vehicles including, but not limited to trail bikes, ATV's, golf carts, motor cycles and dune buggies, shall be driven upon driveways, cul de sacs or parking areas except as a means of ingress and egress to a Street; no motor vehicles of any kind shall be driven on pathways, trails or Common Areas except such vehicles as are authorized by the Declarant or Association as needed to maintain, repair or improve the Common Area.

Section 13.23. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any portion of the UNIT exterior of the Dwelling except as approved in writing by the Association.

Section 13.24. Trash Burning. Trash, leaves and other similar material shall not be burned without the written consent of the Association.

Section 13.25. Sports Equipment. No sports or athletic equipment shall be placed on any UNIT or Dwelling without the approval of the Architectural Review Committee.

Section 13.26. Use of Firearms. No guns, firearms or weapons of any kind including, but not limited to, BB and pellet guns, and no bows and arrows or other weapons shall be allowed on any Street or Common Area.

Section 13.27. Rules. From time to time the Board of Directors shall adopt general rules, including but not limited to, rules to implement the provisions in this Article and such rules as are required herein. Such general rules may be adopted or amended by two-thirds vote of the Board, following a hearing for which notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 13.28. Exceptions. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this Article.

The Declarant or his assigns, who is engaged in developing or improving any portion of the Property, shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection, and maintenance or directional and promotional signs and conduct of sales activities, including maintenance of a model Dwelling. Such exemption shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Property.

ARTICLE XIV. ENFORCEMENT OF DECLARATION

Section 14.01. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any UNIT, violates any provision of this Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any UNIT, to abate or remove such structure or other improvement at the cost and expense of the Owners of the UNIT where such structure or improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owners within 30 days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 6. 03. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

Section 14.02. Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable to any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of an owner under this Declaration or otherwise specified in this Declaration, including Section 6.03, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association and each owner by acceptance of a deed or other conveyance document to a UNIT, waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy. Further, the Declarant, the Association, and each owner by acceptance of a deed or other conveyance document to a UNIT, agrees to the issuance of an Order of Injunction by the Chancery Court of Harrison County, Mississippi, upon notice required by the Mississippi Rules of Civil Procedure, in the event of a violation of these covenants or the Design Guidelines contemplated hereby.

ARTICLE XV. GENERAL PROVISIONS

Section 15.01. Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, for an initial term of thirty (30) years. After such date this Declaration shall be automatically extended for the successive periods of ten (10) years unless a Supplement signed by a majority of the Owners in interest has been properly filed for record to abolish or terminate all or a substantial portion of this Declaration at least one year prior to the effective date of such abolishment or termination.

Section 15.02. Amendments. Notwithstanding Section 15.01, this Declaration may be amended, modified and/or changed either (i) by the Declarant during the term of his natural life, or (ii) thereafter by Owners of at least 66% of the UNITS.

Section 15.03. Interpretation. The provisions of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 15.04. Severability. Invalidity of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 15.05. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 15.06. Notice to Owner. Any notice required to be given to any owner under the provisions of this Declaration shall be deemed to have been properly delivered when delivered to the Dwelling of, or deposited in the United States mails, postage prepaid, addressed to the last known address of, the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is delivered or mailed.

Section 15.07. Successors of Declarant. All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration may be assigned and transferred exclusively by the Declarant with or without notice to the Association.

Section 15.08. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any UNIT, any deed, any assignment or other conveyance document purporting to effect such transfer shall contain a provision incorporating the provisions of this Declaration by reference. However, failure to include such provisions shall not cause the UNIT not to be subject to this declaration.

Section 15.09. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any streets, Common Area or Common Facilities by any public agency or authority or by any utility, or shall be interpreted as imposing upon any public agency or authority or on any utility any responsibility or liability for the maintenance or operation of any portion of the streets, Common Area or Common Facilities.

Section 15.10. First Mortgagee Notice and Right to Cure. No suit or other proceeding may be brought to foreclose the lien for an Assessment except after 10 days written notice to the holder of the First Mortgage encumbering the UNIT which is the subject matter of such suit or proceeding.

Any holder of a First Mortgage of any UNIT may pay any taxes, rents, utility charges or other charges levied against the Common Area or Common Facilities which are in default and which may or have become a charge or lien against any of the Common Area or Common Facilities, and may pay any overdue premiums on any hazard or liability insurance policy, or secure new hazard or liability insurance coverage on the lapse of any policy, relating to the Common Area or Common Facilities. Any holder of a First mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

Section 15.11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and the singular shall include the plural.

Section 15.12. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

Section 15.13. Conflict. In all cases where the Governing Documents may be found to be in conflict with any statute, the statute shall control. In the event of conflict among two or more Governing Documents, each of the following Documents shall govern the Documents listed thereunder:

- (a) Declaration,
- (b) Charter,
- (c) Bylaws,
- (d) Resolutions of Board of Directors.

ARTICLE XVI. DECLARANT'S RIGHTS AND RESERVATIONS

Section 16.01. Declarant's Rights and Reservations. No provisions in the Charter, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right of the Declarant to (i) subdivide or resubdivide any portions of the Property, (ii) complete or alter improvements or refurbishment1s to and on the Common Area, Green Space or any portion of the Property owned by the Declarant, or (iii) alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the UNITs by sale or otherwise. Each Owner by accepting a deed or other conveyance document to a UNIT, hereby acknowledges that the activities of the Declarant may temporarily or permanently, constitute an inconvenience or nuisance to the owners, and each Owner hereby consents to such inconvenience or nuisance.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Declaration to be duly executed on the date first mentioned above.

John R. Fayard, Jr.
John R. Fayard, Jr.

STATE OF MISSISSIPPI
COUNTY OF ~~HARRISON~~

Personally appeared before me, the undersigned authority in and for the said County and State, on 8th March, 2022, within my jurisdiction, the within named John R. Fayard, Jr., who acknowledged that he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Michelle R. Phillips
NOTARY PUBLIC

My commission expires:

4/29/25



(affix Notarial seal)

Exhibit "A"

BOUNDARY DESCRIPTION:

A parcel of land situated in Sections 20, 28, and 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, also being known as Deed Lots 1 thru 4, per Deed Book 1509, Pages 218 thru 227, more particularly described as follows:

Commence at a 6 inch square concrete monument found at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi; thence S 00°23'02" E 985.57 feet, along the East line of said Section 29, to an iron rod set on the northern boundary of property now or formerly to Grange Grove Utilities, Inc., as recorded in Instrument No. 2017-3547-D-J1; thence along the western boundary of said property the following three calls; S 16°43'48" W 79.14 feet to a 1/2" iron rod set; thence South 68.06 feet to a 1/2" iron rod set, S 15°51'05" E 89.04 feet to a 1/2" iron rod set; thence S 00°23'02" E 60.46 feet to a 1/2" iron rod set; thence S 45°11'37" E 49.66 feet to a 1/2" iron rod set on the existing northern margin of Runnymede Drive; thence S 89°59'48" W 35.00 feet, along said north margin, to a 1/2" iron rod set; thence S 00°23'02" E 25.46 feet to a magnetic nail found in asphalt at the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 29, also being the Northeast corner of the property conveyed to Mississippi Gulf Coast Community College District per Deed Book 1654, Pages 302-304; thence S 89°59'00" W 1,809.97 feet, along the north boundary of said Mississippi Gulf Coast Community College District property, to a 2" iron pipe found; thence S 50°55'35" W 243.03 feet to a 1/2" iron rod found; thence S 50°55'07" W 233.49 feet to a 1" iron pipe found on the North line of said Mississippi Gulf Coast Community College District property; thence S 89°54'36" W 118.87 feet, along said North line, to a 1/2" iron rod found; thence the following thirteen (13) courses; thence N 75°00'27" W 349.85 feet; thence N 51°24'13" W 334.89 feet; thence N 00°22'31" W 770.00 feet; thence N 65°25'05" E 718.75 feet; thence N 63°58'48" E 400.04 feet; thence N 79°01'29" E 432.94 feet; thence N 43° 31'20" E 180.40 feet; thence N 32°23'41" E 179.53 feet; thence N 72°49'27" E 219.29 feet; thence S 50°52'42" E 354.45 feet; thence N 58°53'06" E 234.10 feet; thence N 76°51'37" E 215.95 feet; thence S 75°52'57" E 271.26 feet to the intersection of the Mean High Water Line with the East line of said Section 29, said intersection being referenced by a 1/2" iron rod set S 00°23'02" E 47.48 feet; thence S 00°23'02" E 394.18 feet, along said East line, to the Point of Beginning.

The above described parcel containing 95.910 acres more or less.

and also:

Including a Quitclaim parcel being 5.7 acres plus/minus marsh island lying predominantly in the South 1/2 of the Southeast 1/4 of Section 20, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, as per survey by Eugene P. Stenum, dated November 9, 2004, revised January 24, 2005.

All of the above described being the same property conveyed to John R. Fayard, Jr. per Instrument No. 2013-2495-D-J1, Instrument No. 2016-2087-D-J1, and Instrument No. 2017-1235-D-J2, less and except those Tidelands below the watermark of ordinary high tide held in Public Trust by the Mississippi Secretary of State.

SHALLOW POINT

A PLANNED BUILDING GROUP LOCATED IN SECTIONS 20, 28 & 29, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

BOUNDARY DESCRIPTION:

A parcel of land situated in Sections 20, 28, and 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, also being known as Dead Lots 1 thru 4, per Deed Book 1509, Pages 218 thru 227, more particularly described as follows:

Commence at a 6 inch square concrete monument found at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi; thence S 00°23'02" E 985.57 feet, along the East line of said Section 29, to an iron rod set on the northern boundary of property now or formerly to Orange Grove Utilities, Inc., as recorded in Instrument No. 2017-3547-D-J1; thence along the western boundary of said property the following three calls; S 15°43'48" W 79.14 feet to a 1/2" iron rod set; thence South 88.08 feet to a 1/2" iron rod set; S 15°51'05" E 89.04 feet to a 1/2" iron rod set; thence S 00°23'02" E 50.46 feet to a 1/2" iron rod set; thence S 45°11'37" E 49.86 feet to a 1/2" iron rod set on the existing northern margin of Runnymede Drive; thence S 89°59'48" W 35.00 feet, along said north margin, to a 1/2" iron rod set; thence S 00°23'02" E 25.46 feet to a magnetic nail found in asphalt at the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 29, also being the Northeast corner of the property conveyed to Mississippi Gulf Coast Community College District per Deed Book 1854, Pages 302-304; thence S 89°59'00" W 1,809.97 feet, along the north boundary of said Mississippi Gulf Coast Community College District property, to a 2" iron pipe found; thence S 50°55'35" W 243.03 feet to a 1/2" iron rod found; thence S 50°56'07" W 233.49 feet to a 1" iron pipe found on the North line of said Mississippi Gulf Coast Community College District property; thence S 89°54'36" W 118.87 feet, along said North line, to a 1/2" iron rod found; thence the following thirteen (13) courses; thence N 75°00'27" W 349.85 feet; thence N 51°24'13" W 334.89 feet; thence N 00°22'31" W 770.00 feet; thence N 65°23'05" E 718.75 feet; thence N 63°58'46" E 400.04 feet; thence N 79°01'29" E 432.94 feet; thence N 43°31'20" E 180.40 feet; thence N 32°23'41" E 179.53 feet; thence N 72°49'27" E 219.29 feet; thence S 80°52'42" E 354.45 feet; thence N 58°53'06" E 234.10 feet; thence N 76°51'37" E 215.95 feet; thence S 75°52'57" E 271.26 feet to the intersection of the Mean High Water Line with the East line of said Section 29, said intersection being referenced by a 1/2" iron rod set S 00°23'02" E 47.48 feet; thence S 00°23'02" E 394.18 feet, along said East line, to the Point of Beginning.

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Including a Quitclaim parcel being 5.7 acres plus/minus marsh island lying predominantly in the South 1/2 of the Southeast 1/4 of Section 20, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, as per survey by Eugene P. Stenum, dated November 9, 2004, revised January 24, 2005.

All of the above described being the same property conveyed to John R. Fayard, Jr, per Instrument No. 2013-2495-D-J1, Instrument No. 2016-2067-D-J1, and Instrument No. 2017-1235-D-J2, less and except those Tidelands below the watermark of ordinary high tide held in Public Trust by the Mississippi Secretary of State.

INDEXING INSTRUCTIONS: TOWNSHIP 7 SOUTH, RANGE 10 WEST

SECTION 20: SE 1/4 - SE 1/4
SW 1/4 - SE 1/4
SECTION 28: NW 1/4 - NW 1/4
SECTION 29: NE 1/4 - NE 1/4
NW 1/4 - NE 1/4
NE 1/4 - NW 1/4
SE 1/4 - NW 1/4
SW 1/4 - NE 1/4

OWNER'S DEDICATION

This is to certify that JOHN R. FAYARD JR. is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of SHALLOW POINT and further dedicates the easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the ____ day of _____, 20 ____.

By: _____
JOHN R. FAYARD JR.

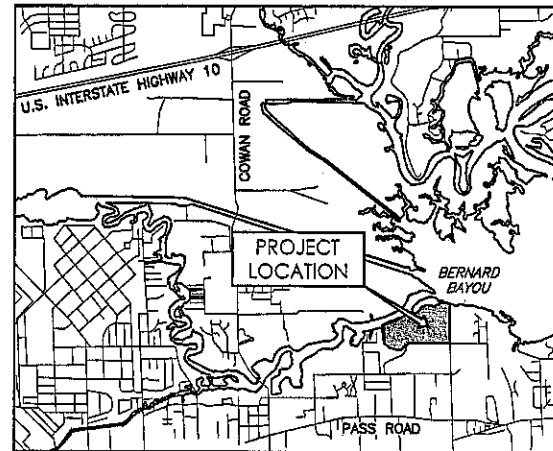
ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JOHN R. FAYARD JR., who acknowledged to me that he signed, sealed, and delivered this plat as authorized to do so by the corporation on the day and in the year set forth above.

GIVEN under my hand and seal this the ____ day of _____, 20 ____.

My commission expires: _____
NOTARY PUBLIC



VICINITY MAP
(N.T.S.)

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of SHALLOW POINT is hereby approved and accepted by the Gulfport City Planning Commission in accordance with its procedure for approving this plat and plans this the ____ day of _____, 20 ____.

CHAIRMAN, CITY PLANNING COMMISSION

CERTIFICATE OF ACCEPTANCE

This Plat has been submitted to and approved by the Mayor and City Council of the City of Gulfport, Mississippi, by order adopted and entered on their official Minute Book _____, Page(s) _____, held on the ____ day of _____, 20 ____.

BILLY HEWES, MAYOR

F.B. "RUSTY" WALKER, IV,
COUNCIL PRESIDENT

SURVEYOR'S CERTIFICATE

I, JEFFREY C. COLLINS, a Professional Surveyor in 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 _____, 20 ____.

JEFFREY C. COLLINS, P.S. No. 2742

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JEFFREY C. COLLINS, P.S., who acknowledged to me that he signed, sealed, and delivered the foregoing certificate on the day and in the year set forth above for the purpose(s) therein expressed.

GIVEN under my hand and seal this the ____ day of _____, 20 ____.

My commission expires: _____
NOTARY PUBLIC

CERTIFICATE OF RECORDATION

Filed and recorded by duplicate in the Record of Plots of Harrison

County, Mississippi, in Plat Book _____, Page _____, on the ____ day of _____, 20 ____.

CHANCERY CLERK

By: _____
DEPUTY CLERK

CERTIFICATE OF COMPARISON

We, the undersigned, do hereby certify that we have compared the ORIGINAL plat with the DUPLICATE plat of SHALLOW POINT and find the same to be an exact duplicate thereof.

CHANCERY CLERK

DEPUTY CLERK

JEFFREY C. COLLINS, P.S.

CITY ENGINEER'S APPROVAL

A bond or certified check has been posted, which is available to the city and in sufficient amount to assure such completion of all required improvements.

Final approval of Layout of Plat on this the ____ day of _____, 20 ____.

WAYNE E. MILLER, P.E.
GULFPORT CITY ENGINEER

SHALLOW POINT

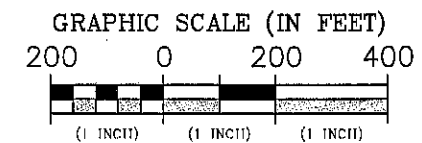
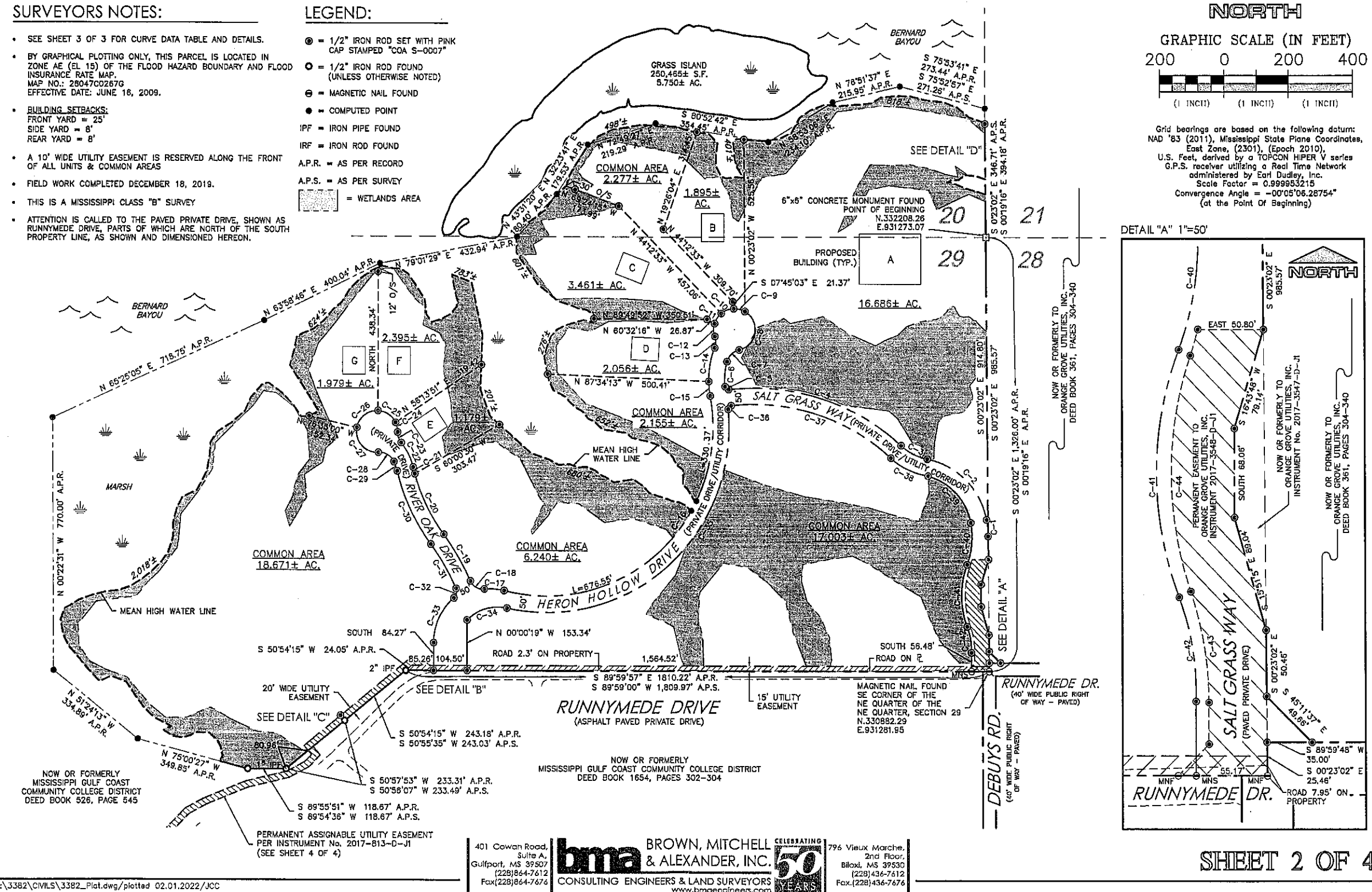
A PLANNED BUILDING GROUP LOCATED IN SECTIONS 20, 28 & 29, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

SURVEYORS NOTES:

- SEE SHEET 3 OF 3 FOR CURVE DATA TABLE AND DETAILS.
- BY GRAPHICAL PLOTTING ONLY, THIS PARCEL IS LOCATED IN ZONE AE (EL 15) OF THE FLOOD HAZARD BOUNDARY AND FLOOD INSURANCE RATE MAP, MAP NO.: 26047C0267G EFFECTIVE DATE: JUNE 16, 2009.
- BUILDING SETBACKS:
FRONT YARD = 25'
SIDE YARD = 8'
REAR YARD = 8'
- A 10' WIDE UTILITY EASEMENT IS RESERVED ALONG THE FRONT OF ALL UNITS & COMMON AREAS
- FIELD WORK COMPLETED DECEMBER 18, 2019.
- THIS IS A MISSISSIPPI CLASS "B" SURVEY
- ATTENTION IS CALLED TO THE PAVED PRIVATE DRIVE, SHOWN AS RUNNYMEDE DRIVE, PARTS OF WHICH ARE NORTH OF THE SOUTH PROPERTY LINE, AS SHOWN AND DIMENSIONED HEREON.

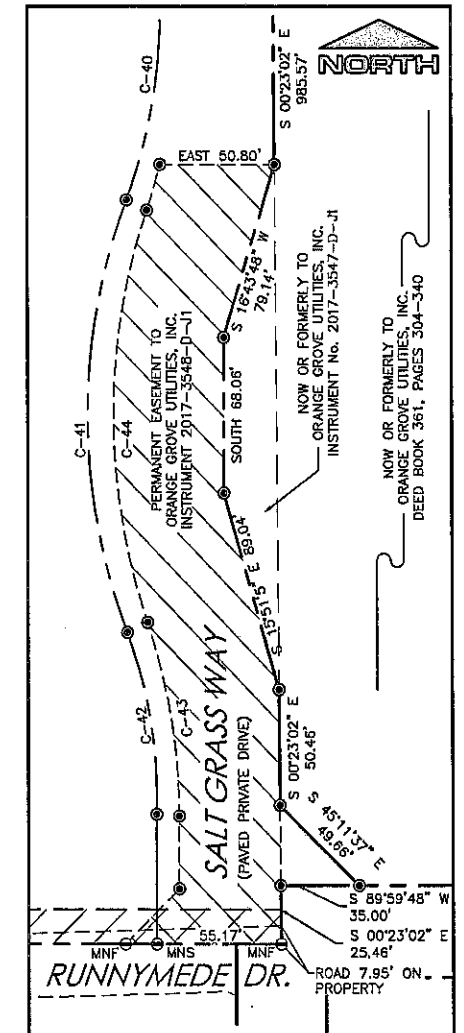
LEGEND:

- = 1/2" IRON ROD SET WITH PINK CAP STAMPED "COA S-0007"
- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- ⊙ = MAGNETIC NAIL FOUND
- = COMPUTED POINT
- IPF = IRON PIPE FOUND
- IRF = IRON ROD FOUND
- A.P.R. = AS PER RECORD
- A.P.S. = AS PER SURVEY
- ▨ = WETLANDS AREA



Grid bearings are based on the following datum:
NAD '83 (2011), Mississippi State Plane Coordinates,
East Zone, (2301), (Epoch 2010),
U.S. Feet, derived by a TOPCON HIPER V series
G.P.S. receiver utilizing a Real Time Network
administered by Earl Dudley, Inc.
Scale Factor = 0.999953215
Convergence Angle = -00°05'06.28754"
(at the Point Of Beginning)

DETAIL "A" 1"=50'

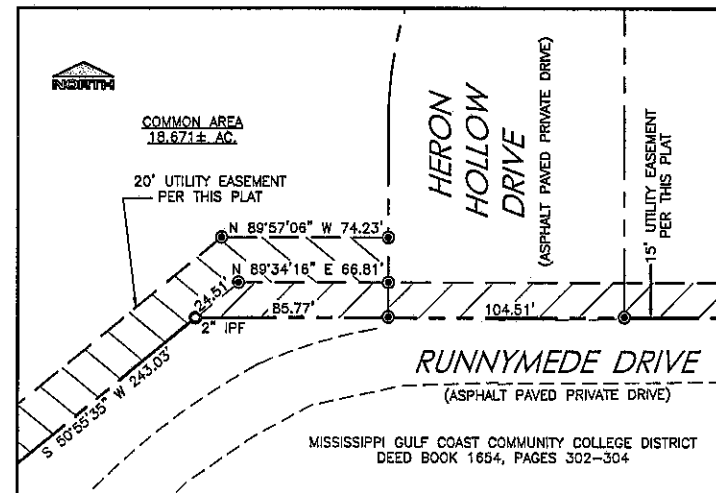


SHEET 2 OF 4

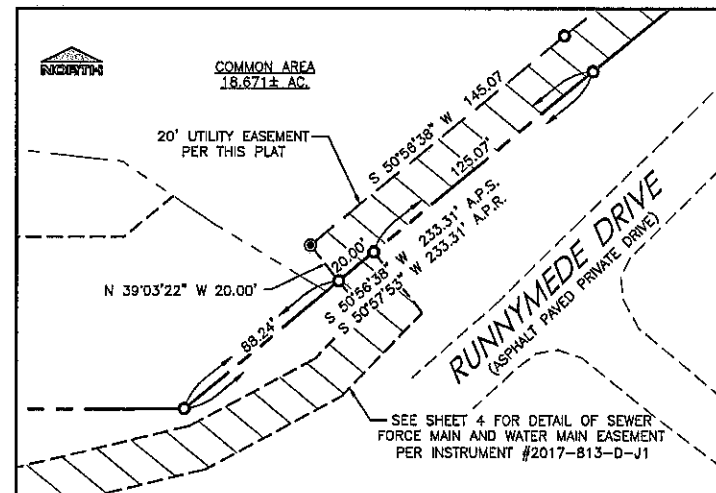
SHALLOW POINT

A PLANNED BUILDING GROUP LOCATED IN SECTIONS 20, 28 & 29, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

DETAIL "B" 1"=50'

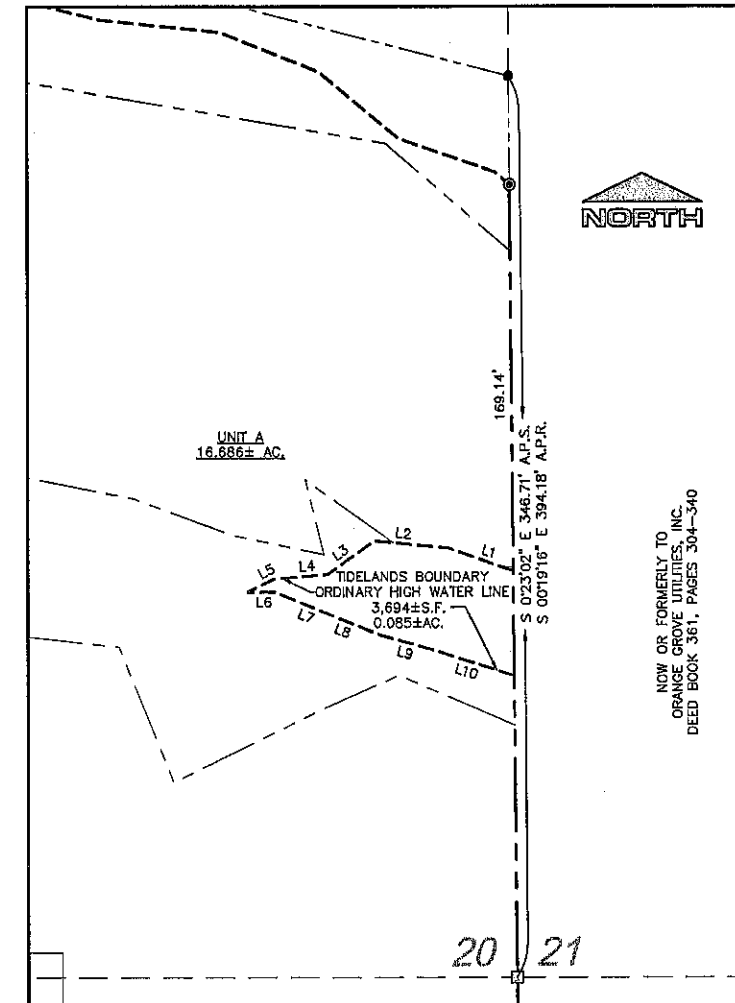


DETAIL "C" 1"=50'



CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C-1	50.62'	10°02'20"	288.93'	N 05°24'12" W	50.56'
C-2	277.20'	68°35'34"	231.55'	N 44°43'09" W	260.94'
C-3	92.28'	31°42'59"	166.71'	N 63°09'26" W	91.11'
C-4	579.53'	49°05'45"	676.32'	N 72°17'05" W	581.98'
C-5	15.93'	91°16'43"	10.00'	N 51°11'37" W	14.30'
C-6	77.42'	20°09'42"	220.00'	N 04°31'36" E	77.02'
C-7	54.20'	62°08'48"	50.00'	N 45°39'51" E	51.59'
C-8	152.43'	136°27'35"	64.00'	N 08°29'27" E	118.87'
C-9	36.05'	32°16'37"	64.00'	N 75°52'39" W	35.58'
C-10	41.44'	37°05'50"	64.00'	S 69°26'08" W	40.72'
C-11	38.39'	34°22'04"	64.00'	S 33°42'10" W	37.82'
C-12	40.10'	35°53'43"	64.00'	S 01°25'43" E	39.44'
C-13	35.46'	40°37'50"	50.00'	S 00°56'21" W	34.72'
C-14	105.37'	22°21'36"	270.00'	S 10°04'28" W	104.70'
C-15	44.91'	09°31'52"	270.00'	S 05°52'16" E	44.88'
C-16	1,041.05'	115°20'43"	517.13'	S 47°02'09" W	873.95'
C-17	61.93'	21°30'16"	165.00'	N 86°02'38" W	61.57'
C-18	53.18'	72°33'06"	42.00'	N 60°31'12" W	49.70'
C-19	164.49'	12°23'11"	760.88'	N 30°26'15" W	164.17'
C-20	206.45'	21°20'24"	554.30'	N 25°57'50" W	205.26'
C-21	20.81'	02°09'04"	554.30'	N 14°13'06" W	20.81'
C-22	83.92'	25°38'56"	187.46'	N 25°58'01" W	83.22'
C-23	35.08'	40°10'25"	50.00'	N 18°42'17" W	34.34'
C-24	30.54'	27°20'22"	64.00'	N 12°17'15" W	30.25'
C-25	68.48'	61°18'17"	64.00'	N 56°36'34" W	65.26'
C-26	91.48'	81°53'57"	64.00'	S 51°47'19" W	83.89'
C-27	117.00'	104°44'36"	64.00'	S 41°31'57" E	101.37'
C-28	59.61'	68°18'42"	50.00'	S 59°44'54" E	56.14'
C-29	29.87'	12°27'00"	137.46'	S 19°22'03" E	29.81'
C-30	247.76'	23°29'29"	604.30'	S 24°53'17" E	246.03'
C-31	156.34'	12°36'04"	710.88'	S 30°19'48" E	156.03'
C-32	32.31'	74°02'39"	25.00'	S 12°59'33" W	30.11'
C-33	154.94'	50°00'52"	177.50'	S 25°00'26" W	150.07'
C-34	134.74'	58°20'03"	132.34'	N 73°20'22" E	129.00'
C-35	1,069.19'	108°01'08"	567.13'	N 48°28'37" E	917.74'
C-36	15.51'	88°50'32"	10.00'	N 38°53'19" E	14.00'
C-37	537.19'	49°08'33"	626.32'	S 72°07'08" E	520.88'
C-38	117.51'	31°04'08"	216.71'	S 63°28'52" E	116.08'
C-39	217.34'	68°35'34"	181.55'	S 44°43'09" E	204.59'
C-40	129.65'	31°05'22"	238.93'	S 05°07'19" W	128.06'
C-41	193.40'	41°20'00"	268.09'	SOUTH	189.23'
C-42	80.80'	22°45'17"	203.44'	S 09°17'21" E	80.27'
C-43	85.92'	18°45'16"	262.48'	N 09°22'41" W	85.53'
C-44	183.55'	37°30'37"	280.37'	NORTH	180.29'

DETAIL "D" 1"=50'

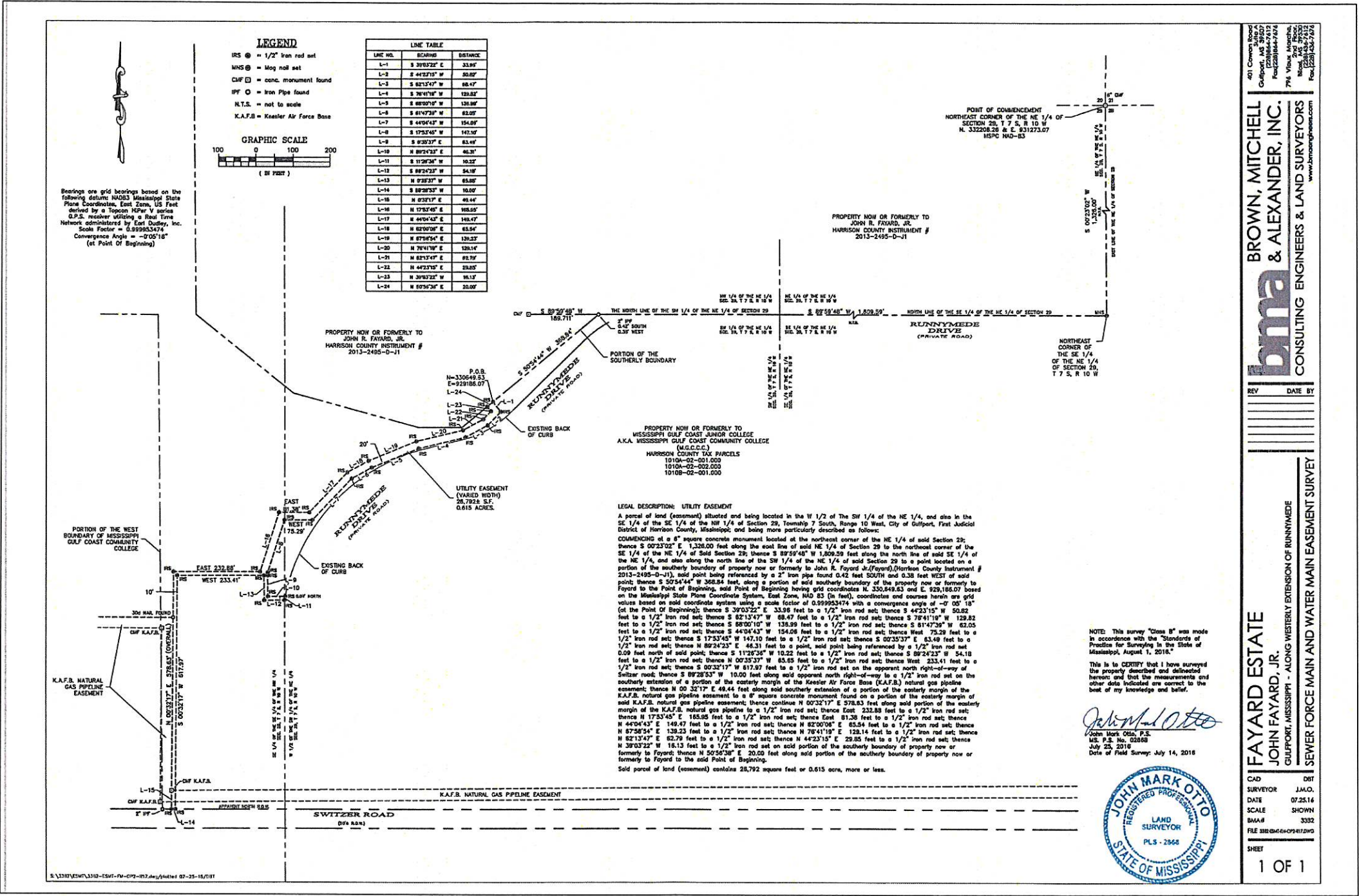


LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N 70°38'51" W	30.76'
L2	N 84°30'14" W	33.05'
L3	S 54°55'15" W	25.66'
L4	S 85°09'52" W	24.10'
L5	S 63°35'26" W	12.67'
L6	N 89°51'17" E	11.53'
L7	S 68°08'04" E	26.46'
L8	S 68°17'07" E	24.55'
L9	S 74°27'45" E	24.00'
L10	S 72°34'08" E	38.32'

SHEET 3 OF 4

SHALLOW POINT

A PLANNED BUILDING GROUP LOCATED IN SECTIONS 20, 28 & 29, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



NOTES:
THE DRAWING ON THIS SHEET IS NOT TO SCALE.
THE SURVEY SHOWN HEREON AND THE DESCRIPTION ARE RECORDED IN
INSTRUMENT #2017-813-D-11.

S:\3382\CIVILS\3382_Plot.dwg/plotted 02.01.2022/JCC

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax (228)864-7676

bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228)436-7612
Fax (228)436-7676

SHEET 4 OF 4



Julian 1st Judicial District
Instrument 2013 2495 D -J1
Filed/Recorded 4/18/2013 03:07 P
Total Fees \$ 24.00
3 Pages Recorded

Prepared by and Return to after recording:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Vieux Marche' Mall
Biloxi, MS 39530
(228) 374-2100

INDEXING: Section 29, T7S, R10W and Section 20, T7S, R10W, City of Gulfport, Harrison County,
MS.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand
paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby
acknowledged, the undersigned, on behalf of

BANCORPSOUTH BANK
P.O. BOX 70
BILOXI, MS 39535
(228) 214-4507

do hereby sell, convey and specially warrant unto

JOHN R. FAYARD, JR.
P.O. Box 2189
Gulfport, MS 39503
(228) 864-2262

the following described real property being located in the First Judicial District of Harrison County,
Mississippi, more particularly and certainly described as follows, to-wit:

See attached Exhibit "A" for Legal Description

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Ad valorem taxes for the year 2013 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESS our signatures on this the 16 day of April, 2013.

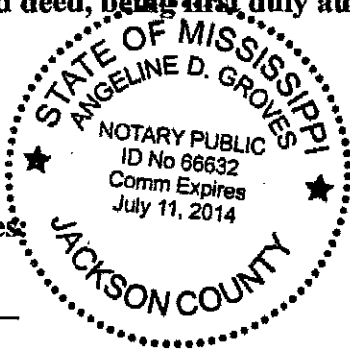
BANCORPSOUTH BANK

By: [Signature]
Title: Senior VP

By: [Signature]
Title: President - Biloxi Community

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of April, 2013, within my jurisdiction, the within named William S Briscoe, who acknowledged to me that he is the Senior Vice President of BancorpSouth Bank, and who acknowledged that for and on its behalf, he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as its act and deed, being first duly authorized so to do.



[Signature]
NOTARY PUBLIC

My Commission Expires:

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of April, 2013, within my jurisdiction, the within named Tommy Hunt, who acknowledged to me that he is the President - Biloxi Community of BancorpSouth Bank, and who acknowledged that for and on its behalf, he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as its act and deed, being first duly authorized so to do.



[Signature]
NOTARY PUBLIC

My Commission Expires:

(SEAL)

EXHIBIT "A"

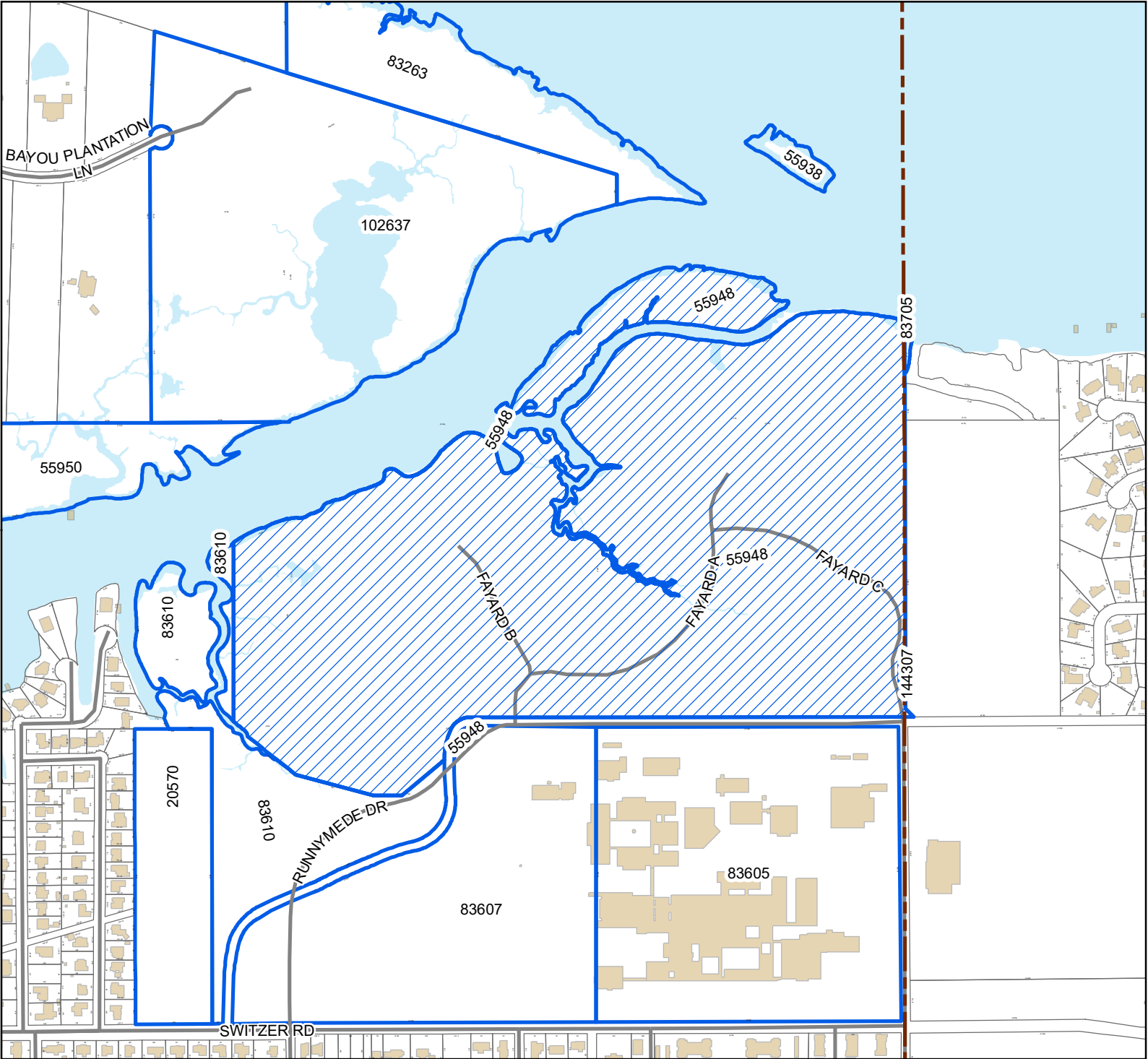
LEGAL DESCRIPTION

A parcel of land situated in Section 29, Township 7 South, Range 10 West and Section 20, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, also being known Deed Lots 1 thru 4 as per Deed Book 1509, Pages 218 thru 227, being more particularly described as follows:

Commencing at a concrete monument found as the Northeast corner of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi; thence along the East line of said Section 29, S00 19'16"E 1301.15' to an iron rod set at the intersection of said East line and the present North margin of Runnymede Road; thence along said North margin of Runnymede Road, S89 28'31"W 98.39' to an iron rod set; thence further along said North margin S88 08'22"W 225.84' to an iron rod set; thence further along said North margin N89 42'53"W 175.81' to an iron rod set; thence further along said North margin, S87 25'22"W 100.12' to an iron rod set; thence further along said North margin N89 46'34"W 274.92' to an iron rod set; thence further along said North margin, N89 56'21"W 916.54' to an iron pipe set; thence S50 54'15"W 24.05' to an iron pipe set at the Northeast corner of Orange Grove Utilities property, described in Deed Book 1654, Pages 305 through 307; thence along the East line of said Orange Grove Utilities property, S50 54'15"W 243.18' to an iron rod set at the Northeast corner of Mississippi Gulf Coast Community College District property, described in Deed Book 1654, Pages 302 thru 304; thence along the North line of said Mississippi Gulf Coast Community College District property, S50 57'53"W 233.31' to an iron pipe set at the Southwest corner of said Mississippi Gulf Coast Community College District property; thence S89 55'51"W 118.67' to an iron rod set; thence N75 00'27"W 349.85' to an iron rod set; thence N51 24'13"W 334.89' to a point falling in an existing Bayou; thence N00 22'31"W 770' more or less to the apparent South Shoreline of Bernard Bayou; thence in a Northeasterly direction along the apparent South shoreline of Bernard Bayou to a point being N65 25'05"E 718.75'; thence further along said apparent shoreline N63 58'46"E 400.04' to a point on the apparent West shoreline of an irregular tributary Channel; thence along the apparent South shoreline of said channel, N79 01'29"E 432.94' to a point; thence further along said apparent South shoreline, N43 31'20"E 180.40' to a point; thence further along said apparent South shoreline N32 23'41"E 179.53' to a point; thence further along said apparent South shoreline, N72 49'27"E 219.29' to a point; thence further along said apparent South shoreline, S80 52'42"E 354.45' to a point; thence further along said apparent South shoreline, N58 53'06"E 234.10' to a point on the apparent South margin of the Back Bay of Biloxi; thence further along said apparent South shoreline, N76 51'37"E 215.95' to a point, thence further along said apparent South shoreline, S75 53'41"E 273.44' to a point at the intersection of said South shoreline and the East line of Section 20, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, thence along said East line, S00 19'16"E 394.18' to the Point of Beginning, Containing 95.4 acres more or less.

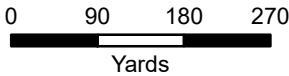
and also:

Including a Quitclaim parcel being 5.7 acres plus/minus marsh island lying predominantly in the South 1/2 of the Southeast 1/4 of Section 20, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, as per survey by Eugene P. Stenum, dated November 9, 2004, revised January 24, 2005.



Legend

- Site
- Adjacent Properties
- Street
- Buildings
- Water Features
- City Limit



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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	55948	1010A-01-001.000	FAYARD JOHN R JR	PO BOX 2189	GULFPORT	MS	39503
			Brown, Mitchell, & Alexander Inc	131 Rue magnolia	Biloxi	MS	39503
			Adjacent Property Owners				
n	55948	1010A-01-001.000	FAYARD JOHN R JR	PO BOX 2189	GULFPORT	MS	39503
	83263	1009P-02-001.000	HARRISON CO DEV COMM				0
n	102637	1009O-02-002.014	MCCABE MATTHEW JENNINGS	10967 WATERSIDE DR	GULFPORT	MS	39503
	83605	1010A-02-001.000	MISS GULF COAST JR COLLEGE				0
n	83610	1010B-02-001.000	MISS GULF COAST JR COLLEGE				0
n	83607	1010A-02-002.000	MISS GULF COAST JR COLLEGE				0
n	20570	1010B-02-003.000	MISS POWER CO				0
	55938	1009P-01-002.000	ORANGE GROVE UTILITIES	110 S WILSON BLVD	GULFPORT	MS	39503
	83705	1109M-02-005.000	ORANGE GROVE UTILITIES INC	110 SOUTH WILSON BLVD	GULFPORT	MS	39503
n	55950	1010B-01-001.000	ORANGE GROVE UTILITIES INC	110 S WILSON BLVD	GULFPORT	MS	39503
n	144307	1010A-01-001.001	ORANGE GROVE UTILITIES INC	110 SOUTH WILSON BLVD	GULFPORT	MS	39503

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**Order Number:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

CITY OF GULFPORT PLANNING COMMISSION

2204PC070

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 14. Final Plat 2204PC070

2 MR. DUCKWORTH: Final Plat 2204PC070 has been
3 duly and timely noticed as required by law. The applicant
4 requests approval for a final plat for a seven unit condo
5 development Shallow Point, Runnymede Drive, zoned R-2. A
6 copy of the packet considered is hereby offered to the
7 record.

8 MR. WILLIAMS: Someone here to speak for
9 this?

10 Ben, we could have put you all together,
11 right, maybe? You don't have anything else to do tonight,
12 though, right?

13 MR. SMITH: No. I'm missing a band concert,
14 so I'm okay with this.

15 Ben Smith, 401 Cowan Road, Suite A.

16 We're requesting final plat for a seven unit
17 condo development and recording easements in the plat.

18 So be happy to answer any questions.

19 MR. WILLIAMS: Any questions?

20 If they come up, we'll bring you back up.
21 Appreciate it.

22 MR. SMITH: Thank you.

23 MR. WILLIAMS: Anyone else here to speak for
24 the request?

25 Anyone to speak against the request or have

1 questions on this one?

2 Commissioners, any questions of the staff, or
3 a motion, please.

4 MR. HANCOCK: I have a quick question for the
5 staff. Is there a -- I didn't see an executive summary in
6 this packet.

7 MR. DAIGLE: There wasn't one.

8 MR. WILLIAMS: There was not one?

9 MR. HOLMES: We apologize for that. There
10 were so many cases, some cases were on and off the agenda,
11 and so many add-ons, so we apologize for that.

12 MR. HANCOCK: So just for the record, no
13 issues --

14 MR. WILLIAMS: No issues, conditions, or
15 anything in any of that?

16 MR. HOLMES: (Inaudible), I think you
17 mentioned some of them, but other than that, no.

18 MR. WILLIAMS: Thank you for the
19 clarification, Mr. Hancock.

20 Any other questions, comments, or a motion?

21 MR. SELLERS: Mr. Chairman, I move we approve
22 Case File 2204PC070.

23 MR. WILLIAMS: Got a motion to approve. Do I
24 have a second?

25 MR. PEMBERTON: Second.

1 MR. WILLIAMS: Motion and a second to
2 approve. Any further discussion? All those in favor of
3 approving the case signify by saying aye. Any opposed?
4 It's been approved. Thank you.

5 (Unanimous vote.)

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1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2204PC070
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 4 pages
12 constitute a true and correct transcription of said hearing
13 held on the 28th day of April 2022.

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 6th day of May 2022.
20
21

22 _____
23 NORMA JEAN LADNER SOROE, CSR #1297
24 Certified Shorthand Reporter
25

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 7, 2022

Re: Final Plat 2204PC078:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 26, 2022

Re: Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Spann

Second: Mr. Pemberton

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Bill Lavers

Speaking against the Petition: None

On April 28, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022.



HARRISON COUNTY
Development Commission

May 10, 2022

Greg Holmes
Planning Administrator
1410 24th Avenue
Gulfport, MS 39507

RE: Letter of Objection for 2204PC078 (Corporate Court Subdivision)

Mr. Holmes:

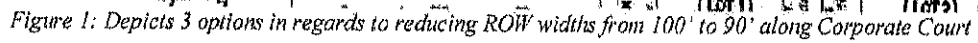
This letter is written in objection of Condition No. 1 as discussed in the letter from you dated April 29, 2022. The condition requests that the Corporate Court Right of Way (ROW) be reduced from 100' to 90'. Considering that some existing lot lines will not be able to be changed, it is my recommendation to leave the ROW at its' currently designed width of 100' to avoid making the property lines inconsistent linearly.

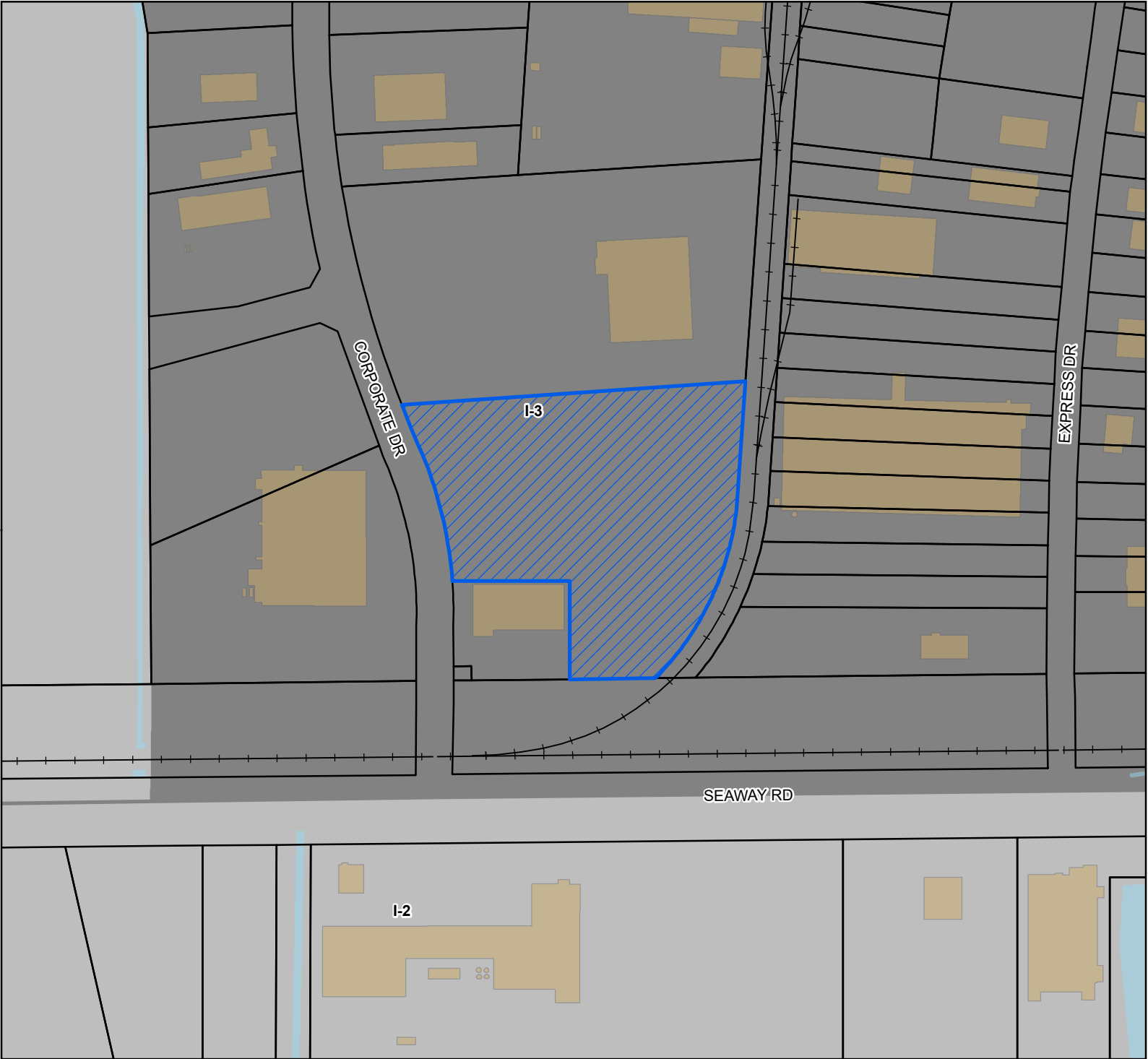
I have attached a sketch of 3 options. The first option is to do nothing. The second option is to move the north or south ROW ten (10) feet, and the third option is to adjust both the north and south property lines five (5) feet each.

Should you need something further, please do not hesitate to contact me.

Sincerely,

Jason Gibson, P.E. in MS & AL
Director of Engineering





Site

Street

Railroad

Parcels

Buildings

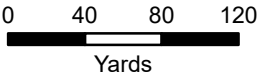
Water Features

Zoning

I-2 - Heavy Industry District

I-3 - Planned Industrial District

Site Information
0909A-01-001.044
Zoning: I-3 (Planned industrial park)
Size: 7.4 acres
Flood: 0.2%



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.



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

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

0	9	0	9	A	-	0	1	-	0	0	1	●	0	4	4
					-			-				●			
					-			-				●			

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 2204PC078

Date Received: 3/8/2022

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

Address of Property Involved: 0 Corporate Dr. , Gulfport, MS 39503

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: 500' north of Seaway Rd. & Corporate Dr. interection along Corporate Dr. on the east side.

GENERAL DESCRIPTION OF REQUEST:

Subdivide the referenced tax parcel into 8 parcels.

OWNERSHIP AND CERTIFICATION:

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

OWNER

Harrison County Development Commission

Printed Name Of Owner
12281 Intraplex Parkway

Mailing Address
Gulfport, MS 39503

City State Zip code
228-896-5020

Home Phone Work/Cell Phone
jgibson@mscoast.org

Email

Signature Of Owner

AGENT

Jason Gibson, P.E.

Printed Name Of Agent

Mailing Address

City State Zip code
228-437-7533

Home Phone Work/Cell Phone
jgibson@mscoast.org

Email

Signature Of Agent

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



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

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

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

NAME OF OWNER (PRINT) Harrison County Development Commission

ADDRESS (STREET, CITY, STATE, ZIP CODE) 12281 Intraplex Parkway, Gulfport, MS 39503

PHONE # (H) _____ (W) 228-896-5020

TAX PARCEL NUMBER(S) OWNED 0909A-01-001.044

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: _____

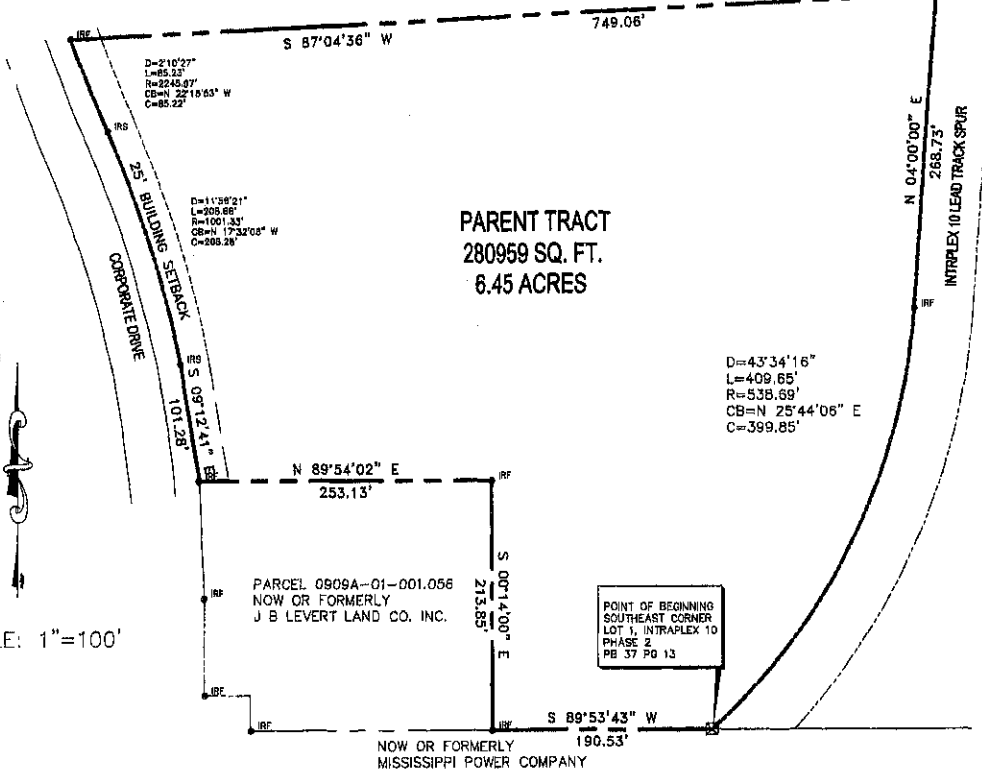
CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909A-01-001.044
RE-SUBDIVISION OF PART OF LOT 1,
INTRAPLEX 10, PHASE 2

PARCEL 0909A-01-001.075
 NOW OR FORMERLY
 FED VII LLC

1st Judicial District
 Instrument 2021 5317 D - 11
 Filed/Recorded 4/20/2021 08:26 A
 Total Fees \$ 26.00
 3 Pages Recorded



SCALE: 1"=100'



OVERALL LEGAL DESCRIPTION OF LAND PRIOR TO RESUBDIVISION

OVERALL PARENT TRACT (AS PER SURVEY)

A parcel of land situated in part of Lot 1, Intraplex 10, Phase 2, per Plat Book 37, Page 13, of the records of the Chancery Clerk of the First Judicial District of Harrison County, City of Gulfport, Mississippi, better described as follows, to-wit:

Beginning at a concrete monument located at the Southeast corner of said Lot 1, Intraplex 10, Phase 2, thence along the West margin of the Intraplex 10 Lead Track Spur along a curve concave to the Northwest, having a radius of 538.69 feet, for a distance of 409.65 feet, having a chord bearing of N 25°44'06" E for a chord distance of 399.85 feet, to an iron rod, thence N 04°00'00" E 268.73 feet to an iron rod, thence S 87°04'36" W 749.06 feet to an iron rod on the East margin of Corporate Drive, thence along a curve concave to the east having a radius of 2245.97 feet for a distance of 85.23 feet, having a chord bearing of S 22°15'53" E for a chord distance of 85.22 feet to an iron rod, thence continue along a curve concave to the west having a radius of 1001.33 feet for a distance of 208.66 feet, having a chord bearing of S 17°32'06" E for a chord distance of 208.28 feet to an iron rod, thence S 09°12'41" E 101.28 feet along Corporate Drive to an iron rod, thence N 89°54'02" E 253.13 feet to an iron rod, thence S 00°14'00" E 213.85 feet to an iron rod, thence N 89°54'43" E 190.53 to the Point of Beginning. Said parcel contains 322835 square feet or 7.41 acres.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

Bearings based on GPS Observation of the east margin of Corporate Drive, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" (0.2%) per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0266-G, Revised: 6/16/09.

This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
 Class "B" Survey
 February 4, 2021



IRF 1/2" IRON ROD FOUND
 IPF 3/4" IRON PIPE FOUND
 IRS 1/2" IRON ROD SET

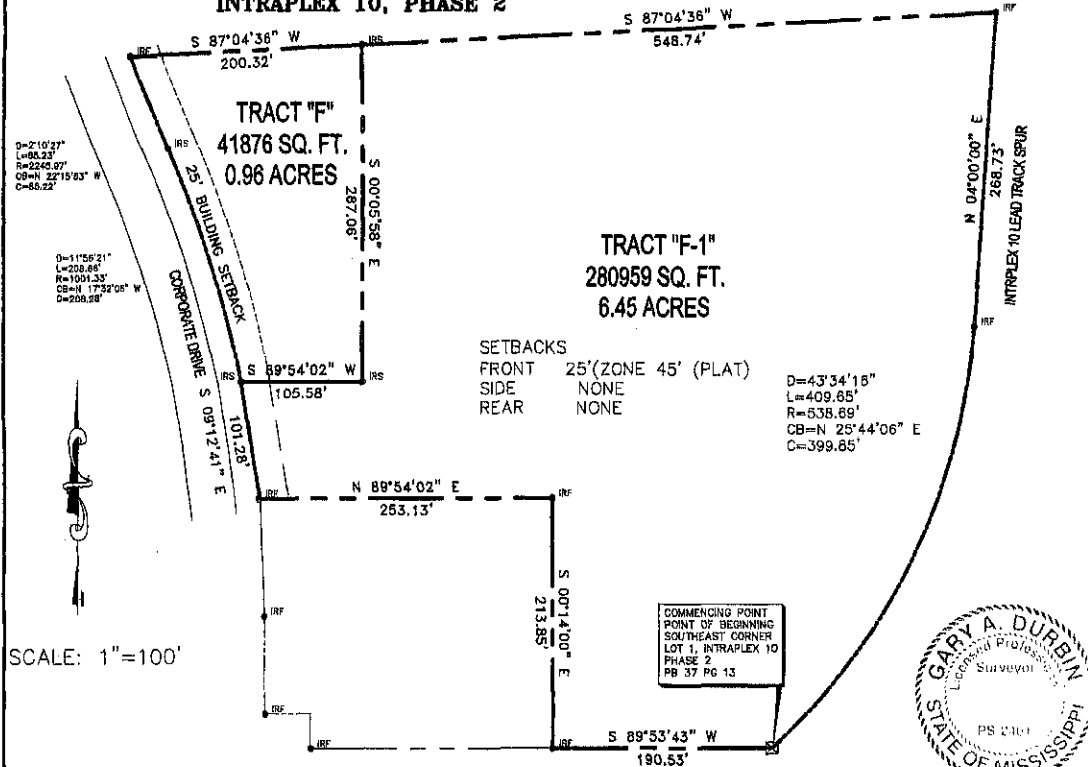
 P=PLAT OF RECORD
 M=MEASURED
 D=DEED

SHEET 1 OF 3 10736

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
 2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
 PH. (228) 365-3632 Teelokgd@aol.com

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909A-01-001.044
RE-SUBDIVISION OF PART OF LOT 1,
INTRAPLEX 10, PHASE 2

Lots to be served by utilities available
in the Industrial Park Site 10" water
and existing 15" gravity sewer system.



LEGAL DESCRIPTIONS OF PARCELS CREATED BY THIS RESUBDIVISION

PARCEL "F" (AS PER SURVEY)

A parcel of land situated in part of Lot 1, Intraplex 10, Phase 2, per Plat Book 37, Page 13, of the records of the Chancery Clerk of the First Judicial District of Harrison County, City of Gulfport, Mississippi, better described as follows, to-wit:

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PARCEL "F-1" (AS PER SURVEY)

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This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

Bearings based on GPS Observation of the east margin of Corporate Drive, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" (0.2%) per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0266-G, Revised: 6/16/09.

This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 4, 2021
Revised: February 9, 2021

SHEET 2 OF 3 10736

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632 Teelokgd@aol.com

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909A-01-001.044
RE-SUBDIVISION OF PART OF LOT 1,
INTRAPLEX 10, PHASE 2

In accordance with Section 8-48 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 Re-subdivision of Parcel #0909A-01-001.044 of land into Parcel F and F-1, Re-subdivision of part of Lot 1, Intraplex 10, Phase 2, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Glascock Drive. The ad valorem tax parcel number of the subject property is 0909A-01-001.044. The case file number is 7103 PC 027.

OVERALL LEGAL DESCRIPTION OF LAND PRIOR TO RESUBDIVISION SEE SHEET 1 OF 3

OVERALL PARENT TRACT (AS PER SURVEY)

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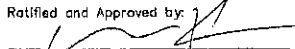
PARCEL "F-1" (AS PER SURVEY)

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

Ratified and Approved by:


Bill Lovers, Executive Director,
Harrison County Development Commission



This 9th day of February, 2021.

ACKNOWLEDGE

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

This 17th day of March, 2021.

Notary Public

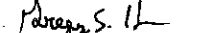
My Commission Expires: Aug 19, 2023

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the 16 day of March, 2021.


Keith Williams, Chairman

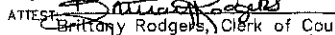
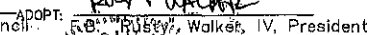
Gulfport City Planning Commission


Gregory Holmes

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 16th day of March, 2021.

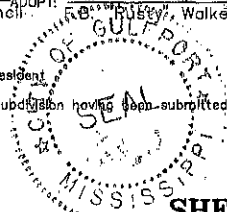
ATTEST:  Britany Rodgers, Clerk of Council. ADOPT:  Robert Walker, IV, President

Clerk of Council

President

This re-subdivision plat and certificate of Re-subdivision having been submitted and approved by the Mayor, this 17th day of March, 2021. 10736


Billy Hewes, Mayor

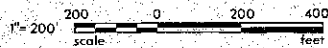
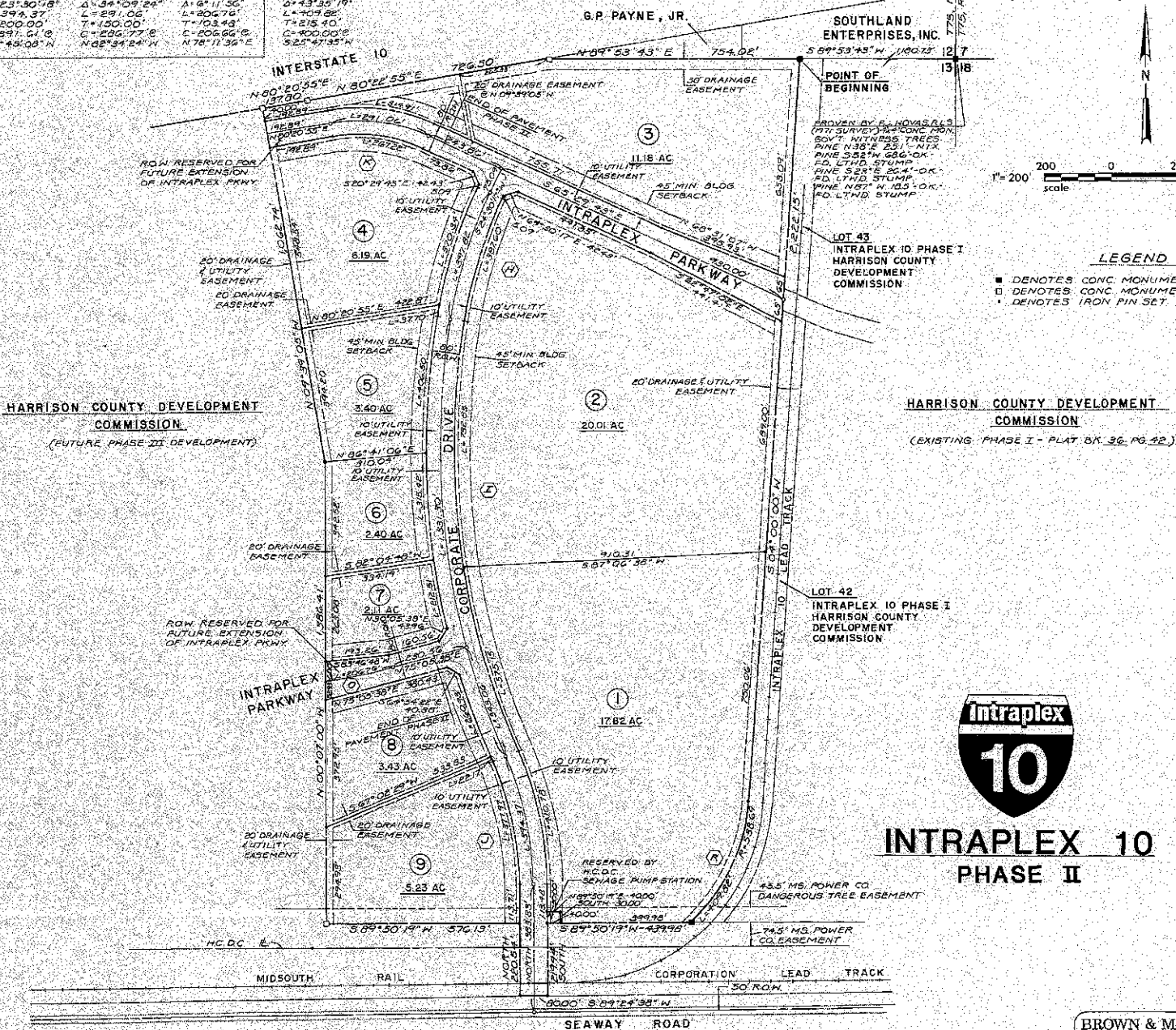


GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3832

C. CURVE DATA				
CURVE H	CURVE I	CURVE J	CURVE K	CURVE L
R=1556.75	R=2263.97	R=961.35	R=486.24	R=1911.04
D=3°40'30"	D=2°30'23"	D=5°57'36"	D=1°44'07"	D=2°59'53"
A=14°36'30"	A=33°28'04"	A=23°30'18"	A=34°09'24"	A=16°11'36"
T=347.82	T=1331.30	T=299.37	T=299.05	T=206.76
T=300.00	T=625.12	T=800.00	T=150.00	T=103.43
C=396.74	C=1312.56	C=541.61	C=286.77	C=206.66
N 17°11'02"E	N 6°48'13"E	N 11°40'00"W	N 85°34'24"W	N 78°11'36"E

P. CURVE DATA				
CURVE R	CURVE S	CURVE T	CURVE U	CURVE V
R=536.67	R=536.67	R=536.67	R=536.67	R=536.67
D=10°30'10"	D=10°30'10"	D=10°30'10"	D=10°30'10"	D=10°30'10"
A=13°35'19"	A=13°35'19"	A=13°35'19"	A=13°35'19"	A=13°35'19"
T=218.40	T=218.40	T=218.40	T=218.40	T=218.40
C=400.00	C=400.00	C=400.00	C=400.00	C=400.00
S 25°47'33"W	S 25°47'33"W	S 25°47'33"W	S 25°47'33"W	S 25°47'33"W

TO CONVERT BEARINGS
TO TRUE NORTH BY
SOLAR OBSERVATION,
ROTATE COUNTER
CLOCKWISE 00°25'55"



LEGEND

- DENOTES CONC. MONUMENT FOUND
- DENOTES CONC. MONUMENT SET
- DENOTES IRON PIN SET



INTRAPLEX 10
PHASE II

BROWN & MITCHELL, INC.
Consulting Engineers
622 34th Street Gulfport, MS 39507 601-864-7612



INTRAPLEX 10 PHASE II

LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE SECTION LINE COMMON TO SECTION 13, TOWNSHIP 7 SOUTH, RANGE 11 WEST AND SECTION 12, TOWNSHIP 7 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING SOUTH 89 DEGREES 53 MINUTES 43 SECONDS WEST 1,180.73 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 13, AS PROVEN BY F. J. NOYAS, R.L.S., IN 1971, ALSO BEING LOCATED AT THE NORTHWEST CORNER OF LOT 43, INTRAPLEX 10 PHASE I OF BERNARD BAYOU INDUSTRIAL DISTRICT.

PROCEED THENCE SOUTH 04 DEGREES 00 MINUTES 00 SECONDS WEST 2,222.15 FEET ALONG THE WEST BOUNDARY OF INTRAPLEX 10 PHASE I OF BERNARD BAYOU INDUSTRIAL DISTRICT, TO THE BEGINNING OF A CURVE TO THE RIGHT, THENCE CONTINUE ALONG SAID WEST BOUNDARY CURVE 408.82 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 43 DEGREES 35 MINUTES 19 SECONDS, A CHORD OF 400.00 FEET BEARING SOUTH 25 DEGREES 47 MINUTES 35 SECONDS WEST TO THE SOUTHWEST CORNER OF LOT 42, INTRAPLEX 10 PHASE I OF BERNARD BAYOU INDUSTRIAL DISTRICT, SAID POINT BEING LOCATED ON THE NORTH MARGIN OF A MISSISSIPPI POWER COMPANY EASEMENT, THENCE SOUTH 89 DEGREES 50 MINUTES 19 SECONDS WEST, 439.98 FEET ALONG THE NORTH MARGIN OF SAID EASEMENT TO THE EAST RIGHT-OF-WAY OF CORPORATE DRIVE, THENCE SOUTH 219.94 FEET ALONG SAID RIGHT-OF-WAY OF CORPORATE DRIVE TO THE NORTH RIGHT-OF-WAY OF SEAWAY ROAD, THENCE SOUTH 89 DEGREES 24 MINUTES 38 SECONDS WEST 80.00 FEET ALONG SAID NORTH RIGHT-OF-WAY TO THE WEST RIGHT-OF-WAY OF CORPORATE DRIVE, THENCE NORTH 220.54 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF CORPORATE DRIVE TO THE NORTH MARGIN OF SAID MISSISSIPPI POWER COMPANY EASEMENT, THENCE SOUTH 89 DEGREES 50 MINUTES 19 SECONDS WEST 575.13 FEET ALONG SAID NORTH MARGIN, THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST 1,388.41 FEET, THENCE NORTH 09 DEGREES 38 MINUTES 05 SECONDS WEST 1,082.74 FEET TO THE SOUTH RIGHT-OF-WAY OF INTERSTATE 10, THENCE ALONG SAID SOUTH RIGHT-OF-WAY NORTH 80 DEGREES 20 MINUTES 55 SECONDS EAST 137.80 FEET, THENCE CONTINUE ALONG THE SOUTH RIGHT-OF-WAY OF INTERSTATE 10 NORTH 80 DEGREES 22 MINUTES 55 SECONDS EAST 726.50 FEET TO A POINT WHERE SAID SOUTH RIGHT-OF-WAY INTERSECTS THE SECTION LINE COMMON TO SECTIONS 12 AND 13, TOWNSHIP 7 SOUTH, RANGE 11 WEST, THENCE NORTH 89 DEGREES 53 MINUTES 43 SECONDS EAST 764.02 FEET TO THE NORTHWEST CORNER OF SAID LOT 43, INTRAPLEX 10 PHASE I OF BERNARD BAYOU INDUSTRIAL DISTRICT, AND THE SAID POINT OF BEGINNING.

SAID PROPERTY IS LOCATED IN SECTION 13, TOWNSHIP 7 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI, AND CONTAINS 80.45 ACRES.

SURVEYORS CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE LAND SHOWN ON THIS PLAT AND THAT THE BEARING AND DISTANCES AND OTHER DATA INDICATED HEREON ARE CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY SIGNATURE ON THE 8th DAY OF January, 1990.

George M. Hataway
GEORGE M. HATAWAY, R.L.S.



CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE CAREFULLY COMPARED THE DUPLICATE PLAT OF INTRAPLEX 10 PHASE I OF BERNARD BAYOU INDUSTRIAL DISTRICT WITH THE ORIGINAL PLAT THEREOF AND FIND SAME TO BE AN EXACT COPY THEREOF.

WITNESS OUR SIGNATURES THIS THE 12th DAY OF July, 1990.

N. N. Creel
NICKY CREEL

By: Ripon Kypard, Jr.
DEPUTY CLERK

George M. Hataway
GEORGE M. HATAWAY, R.L.S.

CERTIFICATION OF RECORDATION

FILED AND RECORDED IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 37 Pg 13 ON THE 12th DAY OF February, 1990.

N. N. Creel
NICKY CREEL

By: Ripon Kypard, Jr.
DEPUTY CLERK

CERTIFICATE OF APPROVAL

APPROVAL OF FINAL PLAT, 12th DAY OF Feb., 1990.

Richard L. Bryant
RICHARD BRYANT, COUNTY ENGINEER

APPROVED OF FINAL PLAT, ORDER OF BOARD, MINUTE BOOK 221 PAGE 501 THE 12th DAY OF February, 1990.

C. T. Switzer, Jr.
C. T. SWITZER, JR.

DEDICATION

HARRISON COUNTY DEVELOPMENT COMMISSION AND HARRISON COUNTY BOARD OF SUPERVISORS OWNERS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT, DO DECLARE THIS TO BE A PLAT OF INTRAPLEX 10 PHASE II OF BERNARD BAYOU INDUSTRIAL DISTRICT AND HEREBY DEDICATE THE ROADS AND EASEMENTS SHOWN HEREON TO THE USE OF THE PUBLIC FOREVER.

WITNESS OUR SIGNATURES ON THIS THE 12th DAY OF February, 1990.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY Don E. Mason
DON E. MASON

ATTEST Joe Salloom, Jr.
JOE SALLOOM, JR.

HARRISON COUNTY BOARD OF SUPERVISORS

BY C. T. Switzer, Jr.
C. T. SWITZER, JR.

ATTEST N. N. Creel, Chancery Clerk
NICKY CREEL
By: Ripon Kypard, Jr.

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY NAMED ABOVE, DON E. MASON, PRESIDENT AND JOE SALLOOM, JR., SECRETARY OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AND C. T. SWITZER, JR., PRESIDENT AND NICKY CREEL, CHANCERY CLERK OF THE HARRISON COUNTY BOARD OF SUPERVISORS, WHO ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING PLAT ON THE YEAR AND DAY THEREIN MENTIONED.

WITNESS MY SIGNATURE AND SEAL OF OFFICE THIS THE 12th DAY OF February, 1990.

Genell Thompson
NOTARY PUBLIC

MY COMMISSION EXPIRES IN COMMISSION EXPIRES SEP 21, 1993

DEDICATION

MISSISSIPPI POWER COMPANY, A CORPORATION, DOES HEREBY JOIN IN THE DEDICATION OF THAT PART OF CORPORATE DRIVE WHICH IS OWNED IN FEE BY IT, ALL SUBJECT TO THE RESTRICTIVE TERMS CONTAINED IN DEED BOOK 1062 AT PAGE 146 AND DEED BOOK 1065 AT PAGE 240, WHICH RESTRICTIONS ARE MADE APPLICABLE TO THAT PART OF CORPORATE DRIVE WHICH IS OWNED IN FEE BY MISSISSIPPI POWER COMPANY.

MISSISSIPPI POWER COMPANY

William K. Malone

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY NAMED ABOVE William K. Malone, WHO IS THE Vice President OF THE MISSISSIPPI POWER COMPANY WHO ACKNOWLEDGED THAT HE SIGNED, EXECUTED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 31st DAY OF January, 1990.

T. J. Malone
NOTARY PUBLIC

MY COMMISSION EXPIRES 1-31-92

MY COMMISSION EXPIRES

BROWN & MITCHELL, INC.
Consulting Engineers

521 34th Street Gulfport, MS 39507 601-864-7818



Covenant Affidavit

I, Bill Lavers, being owner or agent of the property 0909A-01-001.044
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

[Signature] 3/8/22
Signature Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 8th day of March, 20 22

[Signature]
Notary Public



Aug 19, 2023
Commission Expiration

PERMITS/INSP PAYMENT RCPT#: 11176602
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 03/09/22 TIME: 13:47
CLERK: tboyd DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 200.00

AMOUNT PAID: 200.00

PAID BY:
PAYMENT METH: CHECK
REFERENCE: 17577

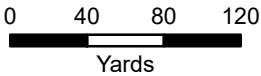
TENDERED: 200.00
AMT APPLIED: 200.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	104656	0909A-01-001.044	HARRISON CO DEV COMM (Owner) Jason Gibson (Agent)	12281 Intraplex Pkwy	GULFPORT	MS	39503
n			Adjacent Property Owners				
	104662	0909A-01-001.050	CORPORATE DRIVE LLC	32 GREENBRIER DR	GULFPORT	MS	39507
	130210	0909A-01-001.075	FED VIII LLC	3601 SPRING HILL BUSINESS PARK	MOBILE	AL	36608
n	102596	0909A-01-001.042	HARRISON CO DEV COMM				0
	115339	0909A-01-001.068	HARRISON CO UTILITY AUTH	14108 AIRPORT RD	GULFPORT	MS	39503
	112129	0909A-01-001.056	J B LEVERT LAND COMPANY INC	P O BOX 518	METAIRIE	LA	70004
	102592	0909A-01-001.038	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102593	0909A-01-001.039	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102594	0909A-01-001.040	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102586	0909A-01-001.032	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102591	0909A-01-001.037	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102590	0909A-01-001.036	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102588	0909A-01-001.034	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102589	0909A-01-001.035	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102587	0909A-01-001.033	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102583	0909A-01-001.029	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
	104518	0909H-01-005.000	MISS POWER CO	2992 W BEACH BLVD	GULFPORT	MS	39501
	104664	0909A-01-001.052	UNITED STATES POSTAL SERVICE	RELTY ACQUISITION BRANCH	MEMPHIS	TN	38166
n	104663	0909A-01-001.051	UNITED STATES POSTAL SERVICE	RELTY ACQUISITION BRANCH	MEMPHIS	TN	38166



Legend

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



1 inch = 300 feet



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Technical Report
Final Plat
(Final Plat Corporate Court Subdivision)

GENERAL INFORMATION

Case File Number: 2204PC078

Hearing Date: April 28, 2022

Current Zoning/Use: I-3 / Vacant Property

Legal: Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

TECHNICAL DETAILS

The applicant requests approval of a Final Plat to create a new 5-lot 6.45-acre industrial subdivision, named Corporate Court.

Regulations state that the minimum property size for new lots in this zoning district is 10,000 square feet with a front yard setback of 50 feet and a side and rear yard setback of 25 feet. Street access created for this is a straight-of-way that is connected to existing roadways and provides an ingress and egress from Corporate Dr.

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.

EXECUTIVE SUMMARY

The project did not meet all of the conditions required approved through the general plan (2102PC016) and should not proceed forward. As all departments approved plans, retroactive enforcement is impractical.

Any approval should consider these conditions:

1. The right-of-way of Corporate Court exceeds the city requirement and should be reduced to 90 feet.
2. Lots are required to be numbered instead of lettered. Corrections needed.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 4/22/22.

Public Works: No comments as of 4/22/22.

Traffic and Safety: No conditions. Memo dated 4/21/22.

Building Code Services: No comments as of 4/22/22.

h-k

Technical Report
Final Plat
(Final Plat Corporate Court Subdivision)

GIS: Conditions: Clearly indicate where the new 5 lots will be on Parcel 0909A-01-001.044. Currently it only indicates 2 lots: "Tract F" and Tract F-1". Memo date 4/21/22.

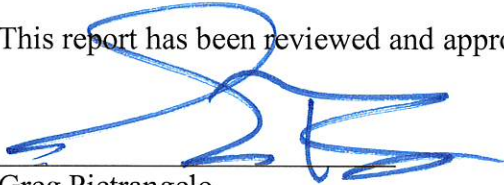
Police Department: No conditions. Memo dated 4/21/22.

Fire Department: No conditions. Memo dated 4/21/22.

City Arborist: No conditions. Memo dated 4/19/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

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**Order Number:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

CITY OF GULFPORT PLANNING COMMISSION

2204PC078

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 19. Final Plat 2204PC078

2 MR. DUCKWORTH: Final Plat 2204PC078 has been
3 duly and timely noticed as required by law. The applicant
4 requests approval of final plat for a five lot subdivision,
5 Corporate Court Subdivision, Corporate Drive, zoned I-3. A
6 copy of the packet considered is hereby offered to the
7 record.

8 MR. WILLIAMS: All right. Good afternoon.

9 MR. LAVERS: Bill Lavers, 12281 Intraplex
10 Parkway, Gulfport. That's the longest I've sat still
11 without saying anything in a long time.

12 MR. WILLIAMS: Congratulations on your
13 quietness.

14 MR. LAVERS: Thank you.

15 MR. WILLIAMS: You've got the floor now, so
16 go ahead.

17 MR. LAVERS: That's not the right map. But
18 we're just -- we subdivided this. This is the first street
19 we built in Industrial Park in about 15, 20 years, so my
20 guys built it. We're kind of proud of it. And we're ready
21 to sell some lots on it.

22 MR. WILLIAMS: Any questions of the
23 applicant?

24 No? See, you sat that long and no questions.
25 So maybe we'll bring you back up. Thank you so much.

1 Anyone else here to speak for this request?

2 Anyone here to speak against the request or
3 have questions on the request?

4 All right. Commissioners, any questions for
5 the staff or comments or a motion, please?

6 MR. SPANN: Mr. Chairman, Case File 2204PC078
7 move for approval.

8 MR. WILLIAMS: Got a motion to approve. Do I
9 have a second?

10 MR. PEMBERTON: Second.

11 MR. WILLIAMS: Any discussion?

12 MR. DAIGLE: Just running this through my
13 head, but I didn't want to sound like I didn't know what I
14 was saying. I know he said that's the wrong map up there.
15 This is not for a zoning map amendment, right?

16 MR. WILLIAMS: This is final plat. That's
17 for the next case, yeah.

18 MR. DAIGLE: Thank you.

19 MR. WILLIAMS: No problem.

20 So we've got a motion and a second to approve
21 the case that we all know we're talking about 2204PC078.
22 Any further discussion on that?

23 MR. SELLERS: I'd just like to make note
24 there's a couple of conditions in the executive summary
25 about the width of the right-of-way and the numbering of the

1 lots themselves that need to be as part of the...

2 MR. WILLIAMS: Okay.

3 Reverend Spann, did you make that motion to
4 approve?

5 MR. SPANN: Yes, I did.

6 MR. WILLIAMS: Can we add to that motion with
7 conditions as stated in the executive summary?

8 MR. SPANN: Mr. Chairman, I move once again
9 Case File 2204PC078 with conditions stated in the executive
10 summary.

11 MR. WILLIAMS: Thank you. Appreciate it.
12 And who seconded it?

13 MR. PEMBERTON: Second.

14 MR. WILLIAMS: You will accept that and
15 you'll second it as restated.

16 MR. PEMBERTON: Yes.

17 MR. WILLIAMS: All right. So we have a
18 motion to approve the case with the conditions as stated in
19 the executive summary and a proper second. Any further
20 discussion? If not, all those in favor signify by saying
21 aye. Any opposed? All right. It's been approved. Thank
22 you for hanging with us so long.

23 (Unanimous vote.)

24

25

1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2204PC078
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 4 pages
12 constitute a true and correct transcription of said hearing
13 held on the 28th day of April 2022.

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 9th day of May 2022.
20
21

22 _____
23 NORMA JEAN LADNER SOROE, CSR #1297
24 Certified Shorthand Reporter
25

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 7, 2022

Re: Ordinance - rezoning from T5 (Urban Center Zone) to T6 (Urban Core Zone) -
located at 1458 Magnolia Street - Case # 2202PC027 - Ward 4.

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 26, 2022

Re: Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 Magnolia St., Ward 4

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Daigle

Second: Mr. Sellers

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. David Hardy

Speaking against the Petition: None

On February 24, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022.

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: March 25, 2022

Re: Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 Magnolia St., Ward 4.

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Daigle

Second: Mr. Sellers

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

Action: Motion was carried unanimously.

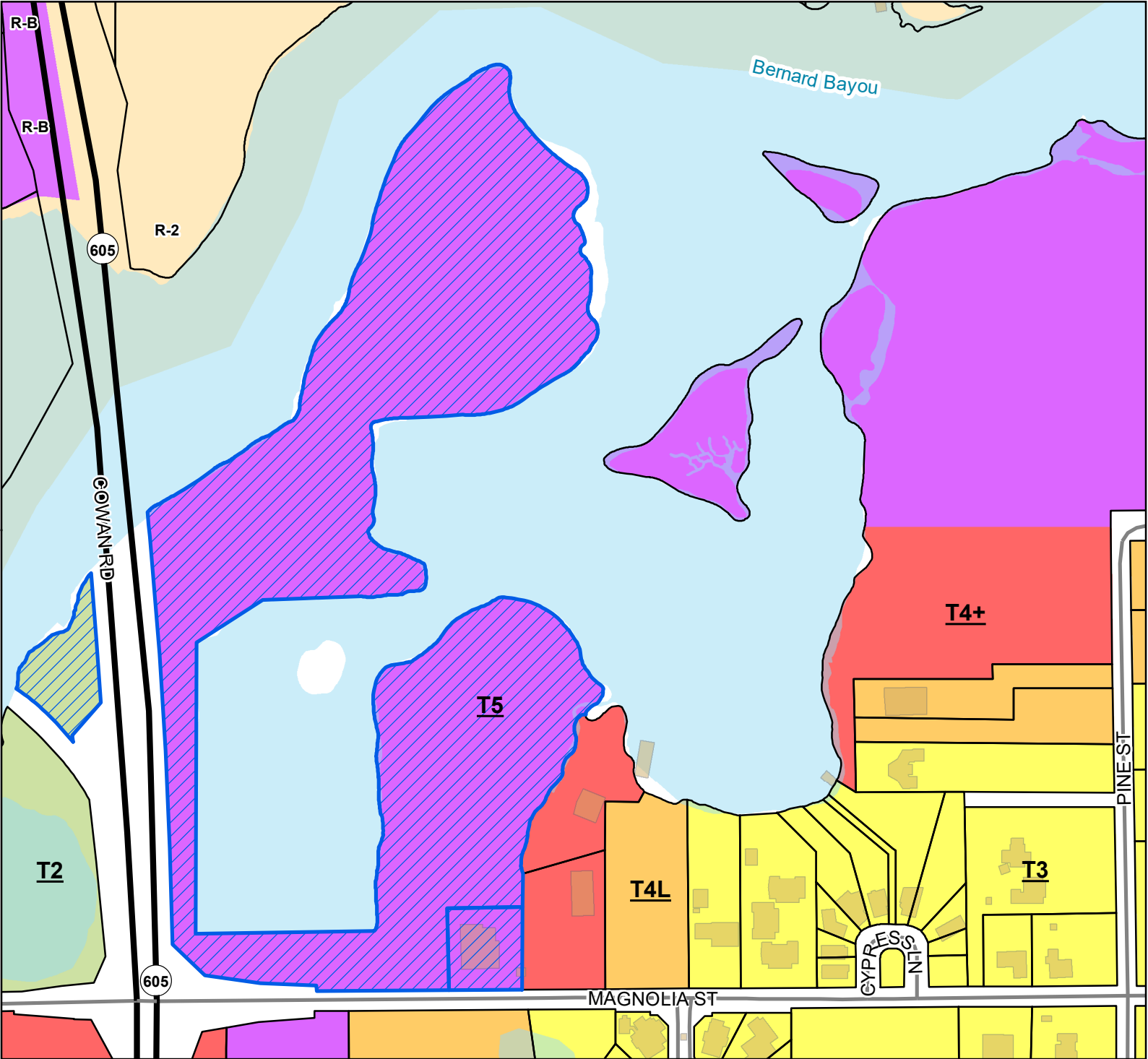
Speaking for the Petition:

1. David Hardy

Speaking against the Petition: None

On February 24, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for April 4, 2022.



Site

US or State Highway

Street

Parcels

Buildings

Water Features

Smart Code

T5

T4+

T4L

T3

T2

Zoning

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

R-B - Residence-Business District

Site Information

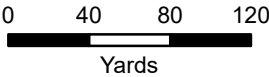
1010F-01-020.000

1010F-01-021.000

Zoning: T5 (Urban Center Zone)

Size: 18.83 acres

Flood: AE



1 inch = 285 feet



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Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 22002PC027

Hearing Date: February 24, 2022

Current Zoning/Use: T5 / Vacant property and a restaurant property

Legal: Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 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 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.

The applicant requests to rezone approximately 18.83 acres of property from T5 (Urban Center Zone) to a T6 (Urban Core Zone). Currently, one of the properties is a restaurant and the other is vacant. The vacant one is the former home of Kremer Marina. The current zoning does not allow for the proposed use of a marina, which appears to be the sole reason for rezoning.

According to the City's 2002 Comprehensive Plan, this area was intended to stay commercial in the future land use plan. However, a community plan for Smart Code was adopted over the comprehensive plan, and then later abandoned, making the future guidance for this area unclear.

The applicant has chosen error as the justification for the zoning change:

1. The applicant claims error based on an oversight from the smart code adoption and the existing use at the time was a marina. Contrary to the statements, in 2005 Hurricane Katrina removed the use from the property, and as of 2007, when smart code was adopted, the use had not returned or been proposed to return. It is not until 17 years later that this discussion is being brought up, making this unlikely an error.

Technical Report

Zoning Map Amendment

2. Need not addressed by the applicant.

EXECUTIVE SUMMARY

The application focus on an error is not likely appropriate as there has to be substantial evidence that a mistake happened. Attached is a summery sheet of case law governing mistake.

Not described in the application is change of conditions or an increase need for sites. While the documentation providing to this conclusion is not provided, it is important to note that creating a new T6 in this area could lead to further growth of T6 in the area and may introduce undesired uses.

In conclusion, the applicant needs to resubmit for change of conditions as a justification for zoning change.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

995 So.2d 81
Supreme Court of Mississippi.

Michael L. BRIDGE

v.

MAYOR AND BOARD OF ALDERMEN OF the
CITY OF OXFORD, Mississippi, Lucy Lynn
Robinson, Mary Sue Robinson and Ralph Coleman.

No. 2007-CA-00601-SCT.

Sept. 11, 2008.

Rehearing Denied Dec. 11, 2008.

Synopsis

Background: Property owner sought review of **city** board of aldermen's decision to rezone property from multi-family residence to single-family residence. The Circuit Court, LaFayette County, Robert William Elliott, J., affirmed. Owner appealed.

Holdings: The Supreme Court, Easley, J., held that:

[1] rezoning was justifiable on issue of **mistake**, and

[2] decision to rezone property was in keeping with the comprehensive plan.

Affirmed.

Smith, C.J., dissented and filed opinion joined by Dickinson, J.

West Headnotes (3)

[1] Zoning and Planning

✦ **Mistake** in original zoning

Rezoning was justifiable on issue of **mistake**; board of aldermen made an administrative **mistake** in zoning by not including all of neighborhood in rezoning, and the board members were not aware of the fact that

the multi-family residence zoning remained in effect for neighborhood after the zoning.

5 Cases that cite this headnote

[2] Zoning and Planning

✦ Change to plan itself, in general

Future land-use map, which was part of comprehensive plan, did not have to be amended before board of aldermen approved a zoning ordinance amendment. West's A.M.C. §§ 17-1-11, 17-1-15.

3 Cases that cite this headnote

[3] Zoning and Planning

✦ Change from multiple dwelling to single-family

Board of aldermen's decision to rezone property from multi-family residence to single-family residence was in keeping with the comprehensive plan.

2 Cases that cite this headnote

Attorneys and Law Firms

*82 Jerry L. Mills, Ridgeland, attorney for appellant.

Paul Bowie Watkins, Jr., Pope Shannon Mallette, Joyce Marie Freeland, **Oxford**, Thomas Henry Freeland, IV, attorneys for appellees.

EN BANC.

Opinion

EASLEY, Justice, for the Court.

¶ 1. This case requires this Court to determine whether the trial court erred by affirming the decision of the **City of Oxford** Board of Aldermen (the **City**) to rezone a portion of the Rice Street neighborhood from RB (multi-family residential) property to R1A (single-family residential) property.¹

¶ 2. In May 2005, a group of individuals, including Lucy Robinson and others, applied for an amendment to the

zoning map of the **City of Oxford**. These petitioners included property owners affected by the rezoning as well as property owners adjacent to the property at issue. A public hearing for the petition was conducted before the **Oxford** Planning Commission. Michael L. Bridge, an owner of RB property subject to the rezoning, contested the petition for an amendment to the zoning map.

¶ 3. The trial court's order gave some background history of the neighborhood's zoning. The trial court held:

In 2004, the **City** adopted its comprehensive plan. Under the plan the north side of Price Street was zoned RB. In May, 2005, Lucy Robinson and others filed a petition with the **Oxford** Planning Commission requesting a zoning amendment to have a portion of Price Street rezoned from RB (multi-family residential) to R1A (single-family residential). The thrust of the petition was that Price Street had remained a traditional single-family residential neighborhood and an error had been made by designating the area RB (multi-family residential) rather *83 than R1A (single-family residential). The matter was heard before the Planning Commission in July, 2005 and died for a lack of a motion.

¶ 4. After the petition died at the July 2005 hearing, the petitioners appealed to the Board of Aldermen. On October 4, 2005, after numerous meetings, the Board approved the rezoning of the property from RB (multi-family residence) to R1A (single-family residence). Following this decision, Bridge appealed to the Circuit Court of Lafayette County.

¶ 5. The trial court granted leave for Lucy Lynn Robinson, Mary Sue Robinson, and Ralph Coleman to intervene in the suit. The trial court conducted a hearing on February 27, 2007, and affirmed the Board's rezoning decision on March 19, 2007. Bridge then appealed to this Court.

DISCUSSION

¶ 6. This Court set forth the appropriate standard of review in *Town of Florence v. Sea Lands, Ltd.*, 759 So.2d 1221, 1223–1224 (Miss.2000), by stating:

This Court has held that zoning is not a judicial matter, but a legislative matter. *Luter v. Hammon*, 529 So.2d 625, 628 (Miss.1988). On appeal, the decision of the Board must be upheld unless it is “arbitrary, capricious, discriminatory, or is illegal, or without a substantial evidentiary basis.” *Faircloth v. Lyles*, 592 So.2d 941, 943 (Miss.1991). Therefore, the decision to rezone will not be disturbed where it is “fairly debatable.” *Saunders v. City of Jackson*, 511 So.2d 902, 906 (Miss.1987). “‘Fairly debatable’ is the antithesis of arbitrary and capricious.” *Id.*

In addition, this Court enumerated the requirements for rezoning by stating:

The courts presume that comprehensive zoning ordinances adopted by municipal authorities are well planned and designed to be permanent. Before property is reclassified from one zone to another, there must be proof either, (1) that there was a **mistake** in the original zoning or, (2) the character of the neighborhood has changed to such an extent as to justify rezoning and that public need exists for rezoning. Furthermore, an applicant seeking rezoning must prove by clear and convincing evidence either (1) or (2) above.

Town of Florence, 759 So.2d at 1223–1224 n. 1; **City of Oxford v. Inman**, 405 So.2d 111, 113 (Miss.1981); *Mayor & Bd. of Aldermen v. Estate of Lewis*, 963 So.2d 1210, 1214 (Miss.Ct.App.2007).

I. Requirements for rezoning.

¶ 7. Bridge argues that the trial court erred in finding that rezoning was justifiable on the grounds of **mistake** and a change in character of the neighborhood. As this Court finds that there was no error in the trial court's

determination that the rezoning was justifiable on the issue of **mistake**, we need not address the issue of change in character of the neighborhood.

¶ 8. Bridge argues that if a **mistake** was made by the Board, it was either because (1) Board members did not know what they were voting for; or (2) they changed their minds about how they should vote. Bridge claims that neither of these two reasons justifies rezoning.

¶ 9. The **City** argues that a local zoning authority can amend its zoning ordinance when there is a clerical or administrative **mistake**, but not a **mistake** in judgment. The **City** admits that a color-coding mapping error occurred for twenty lots in the Price Street area and was a clerical or administrative **mistake**.

¶ 10. This Court has held that “a **mistake** within the meaning of the law is not a **mistake** of judgment, but, rather, a clerical *84 or administrative **mistake**.” *New Albany v. Ray*, 417 So.2d 550, 552 (Miss.1982).

¶ 11. The trial court stated:

Since the early 1970's, the record indicates that both the north and south sides of Price Street were zoned RB (multi-family residential). When the comprehensive plan was adopted, a majority of the lots in the south side of Price Street were zoned R1A (single[-]family residential) but the north side of Price Street remained RB. The lots on the north and south sides of Price Street are similar, single-family houses on small lots. The record is clear that there were similar **mistakes** in the comprehensive plan where neighborhoods had been incorrectly zoned and these **mistakes** were subsequently corrected.

It is entirely understandable that in the development of a comprehensive plan of this magnitude **mistakes** would be made which would require corrections. The Court realizes that in order to reclassify property on the criteria of a **mistake** in the original zoning that the **mistake** must not be a **mistake** of judgment, but rather a clerical or administrative **mistake**. *Town of Florence v. Sea Lands, Ltd.*, 759 So.2d 1221 (Miss.2000).

The Court is of the opinion that the record clearly reflects that the error in failing to rezone the Price Street property as R1A (single[-]family residential) was not a

mistake of judgment but one of omission or oversight. The issue of **mistake** is fairly debatable.

¶ 12. A number of Board members stated at the September 6, 2005, meeting that the zoning was a **mistake**.² Alderman Jon Fisher stated that he did not know why the Board “missed” the strip of houses in the Price Street neighborhood. He explained that the Board had downgraded a number of areas to protect the single-family character of **Oxford** and because the homes or structures in the neighborhoods did not comply with the zoning. In addition, Fisher stated that the Board should have done the same thing to Price Street. Alderman Ulysses Howell stated that “if I had known that [Price Street] was zoned like this, I would have never—would have went and I'm willing to—when the time come, I'm willing to make the motion to rezone it.”

¶ 13. Alderman Janice Antonow stated:

One has to do with this need to show a change in the neighborhood. We made a change in the neighborhood when we adopted the comprehensive plan. We changed the zoning in property adjacent to this property on Price Street. We changed it from RA to RE. That is a change in that neighborhood.

We changed the zoning of the property directly across the street. It was RB; and we changed it to RN. So we upgraded the zoning in all the property adjacent to this property that's up for rezoning, and yet we overlooked that strip of houses on Price Street.

And I apologize. I feel that—like some of the rest of us do, that we dropped the ball. If I had seen this, I would never have allowed an RB zoning to be sandwiched between RA and RE. It doesn't even make any sense.

The Board voted unanimously to rezone the Price Street property.

[1] ¶ 14. We find that the testimony of the Board members shows that the Board made an administrative **mistake** by not including all of the Price Street neighborhood in the rezoning. The Board had an objective in the comprehensive plan and merely overlooked the portion of Price *85 Street at issue. The testimony of the Board showed that the members were not aware of the fact that the RB zoning remained in effect after the zoning. The trial

court did not err by finding that the issue of **mistake** was fairly debatable.

II. Compliance with the comprehensive plan.

¶ 15. Bridge contends that the future land-use map contained in the comprehensive plan provides the clearest guidance for contemplated future development of the subject property. Bridge argues that the zoning ordinance should be in compliance with the comprehensive plan at the time the zoning ordinance is passed. He argues that the **City** is rewriting the ordinance to comply with only one of the four elements of the comprehensive plan. As authority, Bridge relies on [Mississippi Code Annotated Section 17-1-1](#) (Rev.2003), which sets forth the definition of a comprehensive plan (including, as a minimum, the goals and objectives, land-use plan, transportation plan, and community-facilities plan) and [Mississippi Code Annotated Section 17-1-9](#) (Rev.2003) which states, in part, that “[z]oning regulations shall be made in accordance with a comprehensive plan.” Therefore, Bridge argues that the trial court erred by finding that the rezoning was in compliance with the comprehensive plan.

¶ 16. The **City** contends that the rezoning was consistent with the goals of the comprehensive plan. In addition, the **City** argues that it is not required to amend its future land-use plan before amending the zoning ordinance. Further, the **City** contends that Bridge bases his argument on the fact that the future land-use map in the 2004 comprehensive plan shows the property as RB.

¶ 17. The trial court stated:

Zoning regulations must be made in accordance with a comprehensive plan [.] [Sec. 17-1-9, Miss.Code Ann. \(1972\)](#). The Comprehensive Plan of the **City of Oxford** of October 7, 2004 clearly places as a priority the preservation of the physical character and social fabric of **Oxford** neighborhoods. The action of the Board of Aldermen in rezoning Price Street was compatible with the purposes and goals of the comprehensive plan.

¶ 18. We find that the record reveals that the **City's** comprehensive plan was not amended to comply with the rezoning of a portion of the Price Street neighborhood from RB property to R1A property. At the hearing, the **City** admitted that the comprehensive plan was not amended to comply with the zoning change, however, the **City** maintained that it would amend the comprehensive plan if the zoning change was permitted.

[2] ¶ 19. We find that the zoning statutes do not specify that a future land-use map, which is part of a comprehensive plan, must be amended before a zoning ordinance amendment. [Mississippi Code Annotated Section 17-1-1](#) to -39 (Rev.2003) provides for amendments and changes to be made to comprehensive plans and zoning ordinances. Furthermore, [Mississippi Code Annotated Section 17-1-11\(1\)\(a\)](#) provides that a governing authority of a municipality and county may provide for the amendment of a comprehensive plan. [Mississippi Code Annotated Section 17-1-11\(2\)](#) provides, in part, that the “governing authority of each municipality and county may adopt, amend and enforce the comprehensive plan, zoning ordinance” after a public hearing as provided by [Section 17-1-15](#). Further, [Mississippi Code Annotated Section 17-1-15](#) provides that “[t]he governing authority of each municipality and county shall provide for the manner in which the comprehensive plan, zoning ordinance (including the official *86 zoning map) ... shall be determined, established and enforced, and from time to time, amended, supplemented or changed.” See also [Miss.Code Ann. § 17-1-17](#) (Rev.2003). The statutes contemplate necessary amendments to comprehensive plans and zoning ordinances.

¶ 20. Bridge also argues that the **City**, in effect, is rewriting the ordinance to state that the zoning regulations should be made in accordance with one of the four elements of the comprehensive plan. Indeed, the **City** argues that the rezoning was consistent with the goals as set forth in the comprehensive plan. We agree.

[3] ¶ 21. We find that the lots in the Price Street neighborhood at issue are all part of the “Neighborhood Conservation Zone” as specified in the **City's** 2004 comprehensive plan. The comprehensive plan set forth the community character and its perspective and stated that “[m]aintaining and enhancing the vibrant physical and social character of **Oxford** is the challenge at the

core of this planning effort.” Further, the comprehensive plan sets forth the “**Oxford** Guiding Principles” which “establish six fundamental urban designs and planning principles for **Oxford's** future growth.” The first principle is to “[r]ecognize **Oxford's** historic ways of town building and use those traditions to provide a framework for future growth.” The goal of the comprehensive plan is to “[c]onserve and enhance those attributes that define **Oxford's** special community character and the cultural heritage of **Oxford's** historic neighborhoods.” In addition, the objective for neighborhoods is to “[p]rotect the physical character and social fabric of **Oxford's** neighborhoods.” We find that the rezoning is in keeping with the comprehensive plan, or at the very least, the matter is fairly debatable.

¶ 22. While Bridge contends that the **City** is rewriting the comprehensive plan to include only one of the four elements, the goals and objectives, he fails to contemplate the amendment process permitted by statute. Further, he asks this Court to consider only one part of the comprehensive plan, that being the land-use plan. Notwithstanding his argument and without reiterating the previous discussion of the issue of **mistake** in Section I and the statements of the Board members, we find that Bridge's argument fails to recognize that, among other things, the Board made a **mistake** in zoning which necessitated a change in the zoning ordinance. At the time the 2004 comprehensive plan was adopted, the comprehensive plan appeared to be in compliance with the zoning regulations. Once the Board realized the **mistake**, it began to rectify it. Accordingly, we find that the trial court did not err by finding that the rezoning is compatible with the comprehensive plan.

CONCLUSION

¶ 23. For the foregoing reasons, the judgment of the Lafayette County Circuit Court is affirmed.

¶ 24. **AFFIRMED.**

WALLER AND DIAZ, P.J.J., CARLSON AND RANDOLPH, J.J., CONCUR. GRAVES, J., CONCURS IN RESULT ONLY. SMITH, C.J., DISSENTS WITH SEPARATE WRITTEN OPINION JOINED BY DICKINSON, J. LAMAR, J., NOT PARTICIPATING.

SMITH, Chief Justice, Dissenting:

¶ 25. I cannot agree with the majority's conclusions and must therefore dissent. First, to allow the **City** of **Oxford** Board of Aldermen (“**City**”) to justify a zoning amendment because they did not realize what they were voting for initially threatens the very bedrock of our society. Second, *87 the trial court and the majority misapply the standard for reviewing a change in the character of the neighborhood and thus reach a flawed result. Finally, the majority simply ignores this Court's precedent by allowing the zoning amendment despite its inconsistency with the land-use map. I would reverse the circuit court's judgment and render the zoning ordinance invalid. For these reasons, I must respectfully dissent.

Mistake.

¶ 26. “There is a strong presumption ... that a municipality carefully considered its current and future needs when adopting its plan for development. The decision to change such a plan a mere two years after its adoption is suspect.” *Town of Florence v. Sea Lands, Ltd.*, 759 So.2d 1221, 1225 (Miss.2000).

¶ 27. In the present case, **City** first zoned the subject property as RB (multi-family residential) in 1971. In 2004, when **City** adopted its comprehensive plan, **City** affirmed the subject property's designation as RB. A mere six months later, appellants applied for the zoning amendment, which the **City** granted in October of 2005. In light of this Court's guidance in *Sea Lands*, such actions are “suspect.”

¶ 28. In *Sea Lands*, this Court failed to find a basis for **mistake** due to the governing authority's failure to give notice, hold a public hearing, or properly adopt a zoning ordinance. *Sea Lands*, 759 So.2d at 1224. But in *Ballard v. Smith*, 234 Miss. 531, 540, 107 So.2d 580, 583 (Miss.1958), this Court recognized that a discrepancy between a date on a map and a date contained within an ordinance was a mere clerical error which provided a basis for **mistake**.

¶ 29. While the aldermen now maintain that the zoning of the subject property as RB was a **mistake**, this is not the kind of **mistake** contemplated by this Court's zoning precedent. Legislative comments such as “should have,”

“would have,” and “if I had known” do not justify a “do-over” under the guise of **mistake**.

Land-Use Map Should be Controlling.

¶ 30. The majority recognizes that the most recent zoning change did not comply with the future land-use map, which was part of the **City's** 2004 comprehensive plan, but affirms the trial judge's determination that the zoning change complied with the comprehensive plan. I cannot agree.

¶ 31. Mississippi Code Annotated Section 17-1-9 states in part that “[z]oning regulations shall be made in accordance with a comprehensive plan.” (Emphasis added). Furthermore, in *Barbour v. Gumm*, 890 So.2d 843 (Miss.2004), this Court held that a map was controlling where it was attached to an inconsistent Joint Resolution of the Mississippi Legislature.

¶ 32. I recognize that where a zoning map reflects the current zoning, any amendment necessarily conflicts with the map. In order to avoid this inconsistency the governing authority should seek contemporaneously to amend both the zoning and any land-use map. Such action would

allow the governing authority to exercise its liberal powers granted in Mississippi Code Annotated Section 17-1-11(2) in adopting and amending the comprehensive plan and zoning ordinances, while complying with Mississippi Code Annotated Section 17-1-9's mandate that zoning regulations be made in accordance with a comprehensive plan.

¶ 33. For the above-stated reasons, I cannot agree with the majority's opinion to affirm. It is inappropriate to allow the aldermen simply to change their vote because they failed to appreciate the consequences of their votes when cast. Such a failure does not represent a **mistake** for *88 the purposes of justifying a zoning change. Finally, where a governing authority's comprehensive plan includes a land-use map, I would require any zoning amendment to occur contemporaneously with the amendment of any land-use map. Accordingly, I respectfully dissent.

DICKINSON, J., JOINS THIS OPINION.

All Citations

995 So.2d 81

Footnotes

- 1 The **City of Oxford** and the intervenors collectively will be cited as “the **City**.”
- 2 Alderman Pat Patterson recused himself from the proceedings.



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

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

Property Information

TAX PARCEL #

1	0	1	0	F
1	0	1	0	F

 -

0	1
0	1

 -

0	2	1
0	2	0

 .

0	0	0
0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 1408 Cowan Lorraine Rd.

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: KREMER MARINA SITE (HISTORIC)

GENERAL DESCRIPTION OF REQUEST:

REZONING OF PROPERTY FROM T5 to T6
to ALLOW OPERATION OF A MARINA

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

Wein Air Holdings, LLC
Printed Name Of Owner
194 North Southlawn
Mailing Address
Lafayette LA 70503
City State Zip code
339-945-3632

Home Phone _____ Work/Cell Phone _____
John@Mooney121PA.com
Email

Signature Of Owner

AGENT

DAVID J. HARDY
Printed Name Of Agent
ELEY GUILD HARDY ARCHITECTS
Mailing Address
1091 Tommy Munro
Biloxi MS 39532
City State Zip code
228-341-4097

Home Phone _____ Work/Cell Phone _____
david@egh.ms
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.

B130519

SCANNED



1st Judicial District
Instrument 2013 7881 T - J1
Filed/Recorded 7/23/2013 01:47 P
Total Fees \$ 17.00
10 Pages Recorded

RETURN TO: Schwartz, Orgler & Jordan, PLLC, 2355 Pass Rd Biloxi MS 39531, 228-388-7441

PREPARED BY: American Bank & Trust, 307 E Landry St, Opelousas, LA, 70570, 337-948-3056

REVIEWED

Index: Parcel in NW1/4 of SE1/4, SE1/4 of NE1/4 and SW1/4 of NE1/4, Sec 30-7-10

DEED OF TRUST

THIS DEED OF TRUST is dated July 15, 2013, among WEIN-AIR HOLDINGS, LLC, a Mississippi Limited Liability Company whose address is 194 North Southlawn, Lafayette, LA 70503, (337) 456- 4946 ("Grantor"); AMERICAN BANK & TRUST COMPANY, whose address is 307 East Landry St, Opelousas, LA, 70570, (337) 948-3056 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and SCHWARTZ, ORGLER & JORDAN, PLLC, a Mississippi Professional Limited Liability Company, whose address is 2355 Pass Rd, Biloxi MS 39531, (228) 388-7441 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in HARRISON County, State of Mississippi:

See EXHIBIT "A"

The Real Property or its address is commonly known as 1408 Lorraine-Cowan Rd, Gulfport MS 39507 (Kremer Marine property).

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened

release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or the policies or certificates of insurance in form satisfactory to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days

after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will be payable on demand. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall survive the termination of this Deed of Trust.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from

the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf, the Note, is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure with regard to repayment of the Indebtedness.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor

provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of HARRISON County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving as shown near the beginning of this Deed of Trust, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

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Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Mississippi. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Louisiana.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means AMERICAN BANK & TRUST COMPANY, and its successors and assigns.

Borrower. The word "Borrower" means WEIN-AIR HOLDINGS, LLC, A Mississippi Limited Liability Company, and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means WEIN-AIR HOLDINGS, LLC

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means AMERICAN BANK & TRUST COMPANY, its successors and assigns.

Note. The word "Note" means the promissory note dated JULY 15, 2013, in the original principal amount of \$1,900,125.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is JULY 15, 2016.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

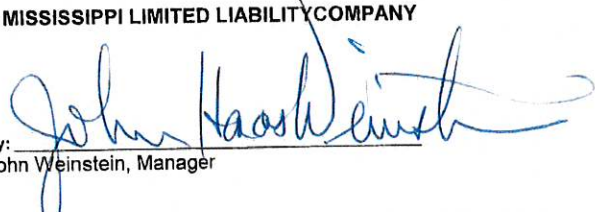
Trustee. The word "Trustee" means SCHWARTZ, ORGLER & JORDAN, PLLC, whose address is 2355 Pass Rd Biloxi MS 39531 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

WEIN-AIR HOLDINGS, LLC,

A MISSISSIPPI LIMITED LIABILITY COMPANY

By: 
John Weinstein, Manager

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF MISSISSIPPI

)
) SS
)

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of July, 2013, within my jurisdiction, the within named John Weinstein, Manager of Wein-Air Holdings, LLC and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

NOTARY PUBLIC

My Commission Expires:

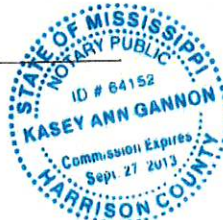


EXHIBIT "A"**PARCEL 1**

A parcel of land situated in part in the Southeast 1/4 of the Northwest 1/4, in the Northeast 1/4 of the Southwest 1/4, and in the Northwest 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°09'30" E along the east line of said Section 30, 3549.51 feet, thence S 88°34'45" W 2059.43 feet to an iron rod on the north margin of Magnolia Street and the Point of Beginning, thence continue S 88°34'45" W along said north margin of Magnolia Street 303.73 feet, thence N 00°37'22" W 11.19 feet to a concrete monument, thence N 86°52'53" W 114.08 feet to a concrete monument, thence N 82°43'02" W 114.45 feet to a concrete monument, thence N 45°59'22" W 58.13 feet to a railroad spike in the asphalt and the east margin of Cowan Lorraine Road, thence along a curve concave to the west having a radius of 11394.36 feet for a distance of 897.39 feet, having a chord bearing of N 03°11'19" W and a chord distance of 897.16 feet to the south shoreline of Bernard Bayou, thence northeasterly along the south shore of said Bernard Bayou to a point being N 38°21'06" E 1148.75 feet from the last mentioned point, thence southeasterly along the shore of Bernard Bayou to a point being S 17°55'20" E 560.66 feet from the last mentioned point, thence southwesterly along the shoreline of Taylor Lake to a point being S 66°57'39" W 506.25 feet, thence southerly along said shoreline to a point being S 03°24'23" E 222.73 feet from the last mentioned point, thence southeast along said shore to a point being S 56°04'38" E 127.65 feet, thence southwest along said shore to a bulkhead being S 77°40'21" W 176.65 feet from the last mentioned point, thence along said bulkhead, southwest, south, east, and north to a point being S 09°19'02" E 541.77 feet from the last mentioned point, thence north along the shoreline to a point being N 03°07'01" E 384.40 feet from the last mentioned point, thence northeast along the south shore of Taylor Lake to a point being N 62°37'03" E 291.34 feet from the last mentioned point, thence southeast along said shore to the mouth of a drainage ditch or tidal creek said point being S 39°27'31" E 272.96 feet from the last mentioned point, thence north along the centerline of said creek or ditch to a point being S 18°54'59" W 339.03 feet from the last mentioned point, thence S 74°29'00" W 25.65 feet to an iron rod, thence S 00°55'40" E 73.50 feet to an iron pipe, thence S 89°18'20" W 132.56 feet to an iron pipe, thence S 89°37'38" W 20.13 feet to an iron rod, thence S 01°18'05" E 168.78 feet to an iron rod on the north margin of Magnolia Street and the Point of Beginning. Said parcel contains 16.12 acres.

AND ALSO

A marsh island lying N 23°01'42" E 1230 feet from above said Point of Beginning.

AND ALSO

An island lying N 24°38'27" W 720 feet from above said Point of Beginning.

PARCEL 2

A parcel of land situated in part in the Southeast 1/4 of the Northeast 1/4, in the Northeast 1/4 of the Southeast 1/4, and in the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°09'30" E along the east line of said Section 30, 1661.46 feet to an iron rod on the south shoreline of Bernard Bayou and the Point of Beginning, thence continue S 00°09'30" E along said east line of Section 30, 942.11 feet to an iron rod on the North margin of Switzer road,

thence S 88°16'06" W along said North Margin 723.03 feet to an iron rod, thence S 01°11'25" E 359.23 feet along the west margin of Pine Street to an iron pipe, thence departing said west margin run S 89°39'10" W 243.51 feet to an iron pipe, thence S 00°20'44" W 17.00 feet to an iron pipe, thence S 89°49'16" W 287.92 feet to a fence post, thence S 01°01'42" E 230.80 feet to an axle, thence N 52°59'49" W 43.61 feet, more or less, to a point on the south shoreline of Taylor Lake, thence Northerly along the meanderings of said shoreline of Taylor Lake to a point on the south shoreline of Bernard Bayou said point being N 03°26'28" E 1129.13 feet from the last mentioned point, thence easterly along the meanderings of said south shoreline of Bernard Bayou to an iron rod being N 72°06'27" E 1269.10 feet from the last mentioned point, said point being the Point of Beginning. Said parcel contains 27.5 acres, more or less.

AND ALSO

A marsh island lying S 77°20'53" W 1341 feet from above said Point of Beginning.

AND ALSO

A marsh island lying S 64°45'32" W 1391 feet from above said Point of Beginning.

PARCEL 3

A parcel of land situated in part in the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4, of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°00'00" E 2751.65 feet, thence S 90°00'00" W 2815.55 feet to a point on the south shoreline of Bernard Bayou, said point being N 04°54'59" W 10.00 feet from a railroad spike, said point also being on the west margin of the new right of way of Cowan Lorraine Road and the Point of Beginning, thence continue along a curve concave to the west having a radius of 11242.75 feet for a distance of 264.43 feet, having a chord bearing of S 04°16'14" E and a chord distance of 264.42 feet to a railroad spike in the asphalt, thence S 39°46'46" W 66.94 feet to an iron rod, thence S 06°48'40" E 12.67 feet to an iron rod on the old right of way of Cowan Road, thence along said old right of way N 45°13'40" W a distance of 92.73 feet to an iron rod, thence continue along said right of way N 35°13'40" W 65.00 feet to an iron rod at the south shoreline of Bernard Bayou, thence northeast along said shoreline to a point being N 30°50'27" E 243.78 feet from the last mentioned point and the Point of Beginning. Said parcel contains 0.51 acres, more or less.

BOTTOM LANDS (KREMER MARINA & TAYLOR LAKE)

A parcel situated in part in the South 1/2 of the Northeast 1/4, and the North 1/2 of the Southeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, also known as the Kremer Marina and Taylor Lake, and being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°00'00" E 1738.60 feet, thence N 90°00'00" W 1960.73 feet to a point on the head of tidewater on the south shoreline of Bernard Bayou and at the mouth of the entrance to Taylor Lake, said point also being the Point of Beginning, thence southeasterly along the western shore of Taylor Lake to a point being S 17°55'20" E 560.66 feet from the last mentioned point, thence southwesterly along the shoreline of Taylor Lake to a point being S 66°57'39" W 506.25 feet, thence southerly along said shoreline to a point being S 03°24'23" E 222.73 feet from the last mentioned point, thence southeast along said shore to a point being S 56°04'38" E 127.65 feet, thence

southwest along said shore to a bulkhead being S 77°40'21" W 176.65 feet from the last mentioned point, thence along said bulkhead, southwest, south, east, and north to a point being S 09°19'02" E 541.77 feet from the last mentioned point, thence north along the shoreline to a point being N 03°07'01" E 384.40 feet from the last mentioned point, thence northeast along the south shore of Taylor Lake to a point being N 62°37'03" E 291.34 feet from the last mentioned point, thence southeast along said shore to the mouth of a drainage ditch or tidal creek said point being S 39°27'31" E 272.96 feet from the last mentioned point, thence northeast along the said shoreline to a point being N 83°22'26" E 41.70 feet from the last mentioned point, thence S 19°14'55" E 119.75 feet, thence southeast along said shoreline to a point being S 53°58'38" E 185.93 feet from the last mentioned point, thence easterly along said shoreline to a point being N 75°33'16" E 273.19 feet said point being an iron rod, thence northerly along said shoreline to a point being N 03°26'28" E 1129.13 feet from the last mentioned point, thence northeasterly along said shoreline to a point being N 72°06'27" E 207.51 from the last mentioned point, said point being at the mouth of Taylor lake, thence N 75°23'15" W 987.03 feet to a point on the west mouth of Taylor Lake and the south shoreline of Bernard Bayou, said point also being the Point of Beginning.

Said parcel contains 27.1 acres, more or less, less 2.2 acres for islands designated as islands "A", "B", "C", and "D", net acreage being 24.9 acres, more or less.

Being the same property conveyed to GSW Holdings, LLC, by deeds recorded as Instrument Number 2006-5736DJ1, 2006-5739DJ1, 2006-5740DJ1, 2006-5741DJ1 and 2006-5908DJ1.

Less and except those certain properties determined to be Public Trust Tidelands as set forth in that certain Public Trust Tidelands Boundary Certificate Number 32089, recorded as Instrument Number 2007-8870DJ1.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

ASSIGNMENT

This agreement is made this 15th day of July, 2013, by and between Wein-Air, Inc. ("Assignor") and Wein-Air Holdings, LLC ("Assignee").

Whereas Assignor is the Purchaser under that certain Chapter 11 Amended Plan of Reorganization for GSW Holdings, LLC, dated as of June 21, 2013; which was approved by Order entered on July 8, 2013, with respect to the property commonly known as the Kremer Marine Property located in the First Judicial District of Harrison County, Mississippi.

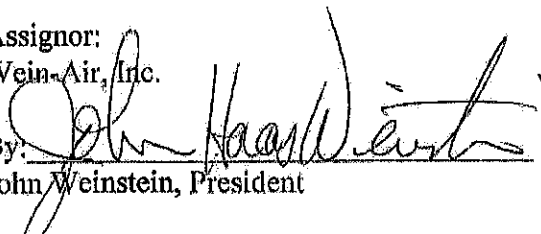
Now therefore, for and in consideration of the sum of \$10.00 cash in hand paid and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

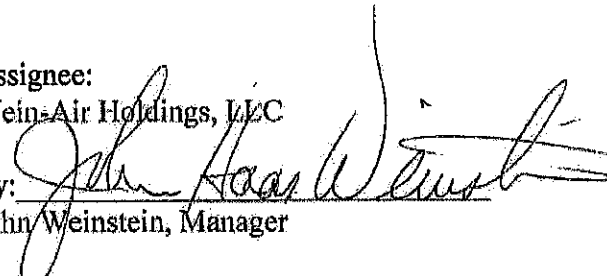
Assignor hereby assigns, conveys and transfers to Assignee all of its rights, title and interest to purchase the Kremer Marine Property as defined in Chapter 11 Amended Plan of Reorganization for GSW Holdings, LLC, dated as of June 21, 2013.

Executed on the date first above written.

Assignor:
Wein-Air, Inc.

By: 
John Weinstein, President

Assignee:
Wein-Air Holdings, LLC

By: 
John Weinstein, Manager



Designation of Agent

I, John Weisen, Managing Member of Wein Air Holding, LLC, being owner of the property 1408 COWAN LORRAINE RD.

which is the subject of this application hereby authorize DAVID J. HARDY to act as my 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.

John Weisen
Signature

12/7/2021
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 7th day of December, 20 21.

Rhonda Singley
Notary Public

July 13, 2023
Commission Expiration



January 4, 2022

Greg Pietrangelo, Director of Urban Development
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

**RE: Request for Zoning Change from T5 to T6
Tax Parcel #'s 1010F-01-021.000 and 1010F-01-020.000
Historic Site of Kremer Marina and Current Capt. Al's Restaurant
1408 Cowan Lorraine Road / 1458 Magnolia Street
Gulfport, Mississippi**

On behalf of Wein Air Holdings, LLC, the Owner of the subject parcels, I am writing bring attention to an apparent mistake made in zoning of the subject parcels under the T-5 Smart Code classification. Under the Chart of Permitted Uses table as published by the City (containing publication corrections and additional ordinance amendments No. 2264, 2753 and 2903), on page 5, the use of a Marina is not allowed under T-5 classification. The use of Marina is allowed under T-6 with Planning Commission approval. As this site has been historically used as a Marina, and the fact that the highest and best use of this site is as a Marina, it appears that the appropriate Smart Code classification for this site is T-6. Since the use of this site as a Marina significantly pre-dates the adoption of the Smart Code, it appears that there was an error in assignment of the T-5 classification to the subject parcel which does not allow for use as a Marina.

To address the pre-requisite statements required under the application for rezoning we provided the following statements:

1. The primary parties of interest in this request for rezoning include John Weinstein, David Weinstein and Stacey Magnusen the Owner of Capt. Al's Restaurant which is currently in operation on parcel 1010F-01-020.000.
2. The development schedule of the proposed project is to complete the rehabilitation of the existing Kremer Marina for use during the summer of 2022 operating under the name of Captains Wharf.

BILOXI OFFICE
1091 Tommy Munro Drive
Biloxi, MS 39532
228.594.2323 P

JACKSON OFFICE
329 East Capitol Street
Jackson, MS 39201
601.354.2572 P

www.egh.ms

3. The effect of this change in zoning to T-6 will enable proper permitting of the project to move forward in compliance with the Zoning Ordinance, subject to Planning Commission approval.
4. The change in zoning will allow the operation of the existing Marina.

As part of the application for Planning Commission approval the following statement is provided:

The project as planned is a rehabilitation of the existing Kremer Marina site conditions with traffic flow and site utilities in keeping with the original site conditions. The planned restoration of this site as a marina is much needed and significant advance requests have been made for boat slips at this site. The project as planned will restore this much needed amenity that enables community access to the local waterways.

In closing, we look forward to answering any questions that may arise regarding this application and the proposed project.

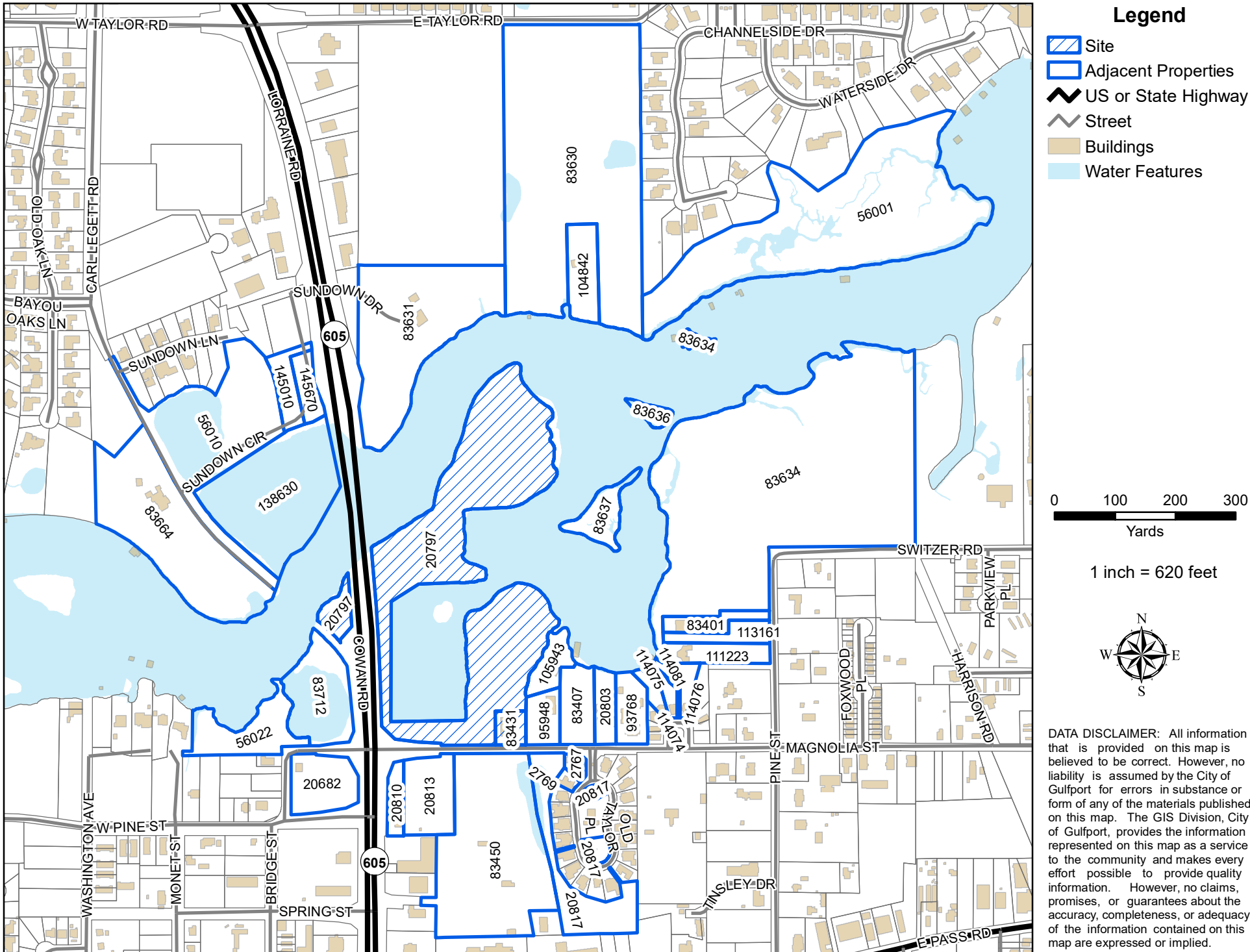
Sincerely,



David J. Hardy, Principal
ELEY GUILD HARDY ARCHITECTS, PA

2202PC027

Zoning Map Amendment



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	20797	1010F-01-021.000	DAVID J. HARDY (AGENT)	1091 TOMMY MUNRO DR	BILOXI	MS	39532
	20797	1010F-01-021.000	WEIN-AIR HOLDINGS, LLC (OWNER)	194 NORTH SOUTHLAWN DR	LAFAYATTE	LA	70503
N	83431	1010F-01-020.000	WEIN-AIR HOLDINGS LLC	194 N SOUTHLAWN DR	LAFAYETTE	LA	70503
	83637	1010C-02-003.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
N	83636	1010C-02-002.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
N	20797	1010F-01-021.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
N	83634	1010C-02-001.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
N			Adjacent Property Owners				
	20813	1010F-02-041.000	605 HOLDINGS LLC	1116 COWAN RD STE H	GULFPORT	MS	39503
	56010	1010D-01-007.000	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	138630	1010D-01-007.001	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
	83450	1010F-02-042.000	BAYWOOD CAMP GROUNDS INC	12506 LORRAINE RD	BILOXI	MS	39532
	83631	1010C-01-003.000	BOND MARGARET K REV TRUST	11272 SUNDOWN DR	GULFPORT	MS	39503
	111223	1010F-01-012.001	BRADY MELINDA J	1307 PINE ST	GULFPORT	MS	39507
	83407	1010F-01-019.000	BRAUN ROBERT A	14116 CUSTOMS BLVD STE 100	GULFPORT	MS	39503
	105943	1010F-01-021.002	BRAUN ROBERT A	1510 MAGNOLIA ST	GULFPORT	MS	39507
	114074	1010F-01-022.004	BURWELL DUDLEY S JR & NIKI M	1608 CYPRESS LANE	GULFPORT	MS	39507
	83630	1010C-01-002.000	CARTER JONATHAN R & GRAMMAR JENNIE	11029 E TAYLOR RD	GULFPORT	MS	39503
N	104842	1010C-01-002.001	CARTER JONATHAN R & GRAMMER JENNIE	11029 EAST TAYLOR RD	GULFPORT	MS	39503
	83401	1010F-01-012.000	CYPRESS GROUP LLC	P O BOX 7233 COURTHOUSE STATION	GULFPORT	MS	39506
	114081	1010F-01-022.011	CYPRESS PLACE HOMEOWNER'S ASSN INC	1608 CYPRESS LANE	GULFPORT	MS	39507
	93768	1010F-01-017.000	DINSMORE MYRTLE LUCILLE -L/E-	166 B LAKEVIEW DR	SLIDELL	LA	70458
	114075	1010F-01-022.005	EASTMAN LEA	1610 CYPRESS LANE	GULFPORT	MS	39507
	114076	1010F-01-022.006	FREEMAN JOHN T IV & DANIQUE	1614 CYPRESS LANE	GULFPORT	MS	39507
	113161	1010F-01-012.002	GEORGE TOM G	P O BOX 7233 COURTHOUSE STATION	GULFPORT	MS	39506
	20803	1010F-01-018.000	HILL THOMAS W & FREIDA R	1530 MAGNOLIA ST	GULFPORT	MS	39507
	56022	1010E-01-003.000	IG DEVELOPMENT LLC	9591 BAYOU BEND	GULFPORT	MS	39503
	2769	1010F-02-044.004	KALIL ELAINE KOURY -TRUSTEE-	1529 MAGNOLIA #19	GULFPORT	MS	39507
	145670	1010D-01-008.004	KELSPIN HOLDINGS LLC	440 GREEN TEAL COURT	BILOXI	MS	39531
	20682	1010E-01-006.000	MAGNOLIA PLEX LLC	2208 18TH ST STE B	GULFPORT	MS	39501
	83712	1010E-01-002.000	MAGNOLIA PLEX LLC	1414 25TH AVE	GULFPORT	MS	39501
	83664	1010D-03-002.000	MAVAR GERALD MICHAEL SR & DIANNE	8001 CARL LEGETT RD	GULFPORT	MS	39503
	20817	1010F-02-044.000	OLD TAYLOR PROPERTIES INC	1529 MAGNOLIA STREET	GULFPORT	MS	39507
	2767	1010F-02-044.003	OLIVIER MICHAEL & PENELOPE-TRUSTEES	1529 MAGNOLIA ST #20	GULFPORT	MS	39507
	20810	1010F-02-037.000	PLATTS MARY KATE -TRUSTEE-	65 54TH STREET	GULFPORT	MS	39507
	95948	1010F-01-021.001	R A BRAUN CONST INC	1510 MAGNOLIA ST	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	145010	1010D-01-008.002	SPINNER REAL ESTATE HOLDINGS LLC	440 GREEN TEAL COURT	BILOXI	MS	39531
N	56001	1010C-01-001.000	STATE OF MISS				0

RE: Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 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, February 24, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, February 24, 2022**. 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. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

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**Order Number:**

IPL0059223

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

32.04

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00592230**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

February 3, 2022 1:39:00 PM EST

Amount:

32.04

SCHEDULE FOR AD NUMBER IPL00592230

February 9, 2022

SunHerald (Biloxi)

**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 P.M., Thursday, February 24, 2022 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.

Zoning Map Amendment 2202PC021, by agent Lady D Mejia, tax parcel 1010M-03-012.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1045 Township Rd, Ward 2

Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 Magnolia St., Ward 4.

Planning Commission Approval 2202PC028, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 and 1010F-01-020.000, Requests a marina use, 1458 Magnolia St, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2202SE029, by owner REM Mississippi, tax parcel 0811F-02- 041.000, Request an adult daycare use, 1620 23rd Ave, Zone T4+ (General Urban Zone "Plus"), Ward 3

This the 2nd day of January 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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CITY OF GULFPORT PLANNING COMMISSION

2202PC027

TRANSCRIPT OF HEARING

February 24, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 24TH DAY OF FEBRUARY 2022
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

WILLIAM "PRINCE" JONES, Acting President
B.J. SELLERS
BRANDON ELLIOTT
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
GARLON PEMBERTON

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
SU-LIN BOLIN
CORY LONG

1 1. Zoning Map Amendment 2202PC027

2 MS. BOLIN: Item 2, Zoning Map Amendment 027
3 has been duly and timely noticed as required by law. The
4 applicant requests rezone from T5 urban center zone to T6
5 urban core zone 1458 Magnolia Street, Ward 4. A copy of the
6 packet considered is hereby offered to the record.

7 MR. JONES: Are there anyone here want to
8 speak on the rezoning of Hardy? Mr. Hardy here?

9 MR. HARDY: Yes.

10 MR. JONES: All right. Thank you.

11 MR. HARDY: Good afternoon. My name is David
12 Hardy. I'm agent for the applicant. And I have with me
13 Stacey Magnusen who represents the owner group. She is one
14 of the owners. And we're here to speak on behalf of the
15 project with a simple request to rezone the site from T5
16 which it's currently zoned to T6 to allow restoration of the
17 historic function of a marina on that site, as well as water
18 related recreational activities.

19 And I don't know if it would be appropriate
20 to take up because this request is in conjunction, we also
21 have to have planning commission approval, so it's not only
22 the zoning request but any marina requires planning
23 commission approval, hence the two requests that we have,
24 Items Number 2 and Number 3. So technically we're speaking
25 on behalf of both of those requests.

1 And if we may present jointly, I thought it
2 would be good for you to all hear a little bit of the vision
3 for the project from Stacey because it is her vision to
4 restore the marina and add some other functions on that
5 site, if that would be appropriate.

6 MR. JONES: I think that it would be best if
7 we do one at a time. When I ask for the second person,
8 we'll let her speak.

9 MR. HARDY: Very good.

10 MR. JONES: Okay. Commission, you all have
11 heard Mr. Hardy's request. Do we have any questions or
12 statements or concern on what Mr. Hardy expressed about the
13 changing to zone 6?

14 MR. DAIGLE: I think I'm excited to hear
15 about the vision, but I was also curious that in your
16 application you said that there was a mistake back in the
17 original zoning. Can you elaborate on that?

18 MR. HARDY: Well, so the previous owner of
19 the project, what little bit I've gleaned from it, they had
20 a different project planned for that site post-Katrina. So
21 all this rezoning of that, the T6, all that zoning came in
22 post-Katrina.

23 And it was my understanding that the previous
24 developer was planning for some high rise tower condominiums
25 on that site. That project did not evolve. And the current

1 owner group purchased that site from that group.

2 It was my understanding that to accommodate
3 the needs of that project as contemplated, the T5 was
4 necessary.

5 And I don't understand quite why the zoning
6 is written the way it's written and that a marina is only
7 allowed in a T6 under your current criteria. But that is
8 our request. So we're just trying to play by the rules that
9 are established to allow the marina to be restored to
10 operation.

11 MR. DAIGLE: Okay. Thank you.

12 MR. HEWES: I think what he was getting at is
13 if we read the executive summary from the planning
14 department, it does not seem to be a mistake but there is
15 definitely a change of condition. So if you all would be
16 willing to change your request from a mistake in zoning to a
17 change of condition being the whole area has changed since
18 605 has gone through, that would probably be more in getting
19 it approved for the change of condition not a mistake.

20 MR. HARDY: We have no objection to that.

21 MR. HEWES: Thank you.

22 Greg, any guidance on that?

23 MR. HOLMES: It's completely up to the
24 applicant if they want to supplement their application. You
25 know, it's up to them if they want to add more.

1 MR. HEWES: He said no problem.

2 MR. JONES: Any other comments for Mr.
3 Hardy?

4 All right. You may speak now next on your
5 thoughts or whatever it may be about rezoning.

6 MR. HARDY: So what I wanted them to hear
7 from Stacy, she's microphone shy, is that it's not only
8 restoring the marina, it's the water related activities,
9 kayak rentals, she has visions for developing -- there's a
10 little small island in the middle that connects to one of
11 the marina piers, and she's talking about doing a shade
12 structure on that parcel.

13 So it's really part and parcel of a larger
14 plan that we would propose to come back with a planned
15 building group contingent upon getting the site rezoned.

16 So to lay all that vision out, we request
17 first that we get zoning to, number one, allow us to do what
18 we want to do, and then, number two, come back with a
19 planned building group to lay out the vision because we
20 can't do the vision without the rezoning.

21 But, Stacey, is there anything else you want
22 to add? Okay.

23 MR. JONES: Any other comments from you?

24 MR. HARDY: No other comments.

25 MR. JONES: If we need to, we'll call you

1 back.

2 MR. SELLERS: I have one.

3 MR. JONES: Okay.

4 MR. SELLERS: This doesn't sway my opinion
5 one way or another, I'm just more curious. But do you
6 foresee any residential use for this, or is it strictly
7 going to be recreational commercial type?

8 MR. HARDY: The other uses that we have
9 contemplated for this site would be some parking for boat
10 trailers, which is much needed. We have discussed -- there
11 is a large parcel, and there used to be a metal building on
12 this site years ago that is really north of the marina. We
13 have contemplated doing RV hookups there.

14 It's a very low site. It's limited on what
15 can be done. But it is all upland so we contemplated some
16 RV hookups.

17 And then directly north of the restaurant
18 there is a parcel that has some high ground on it, and we've
19 contemplated a -- essentially a group of residential units
20 there that we were talking about eight to 12 units that
21 these would be short term rental condo camps. So that would
22 be allowed within the T6.

23 So that's the planned building group that
24 we'd want to bring back with the rezoning.

25 MR. SELLERS: Thank you.

1 MR. JONES: Mr. Hardy, if we need you, we'll
2 call you back. Thank you.

3 MR. HARDY: Very good.

4 MR. JONES: Anyone else want to speak on
5 behalf of the request to rezone for a marina?

6 Anyone want to speak against the plans for
7 approval of the marina? Anyone want to speak against the
8 plans for the marina? Anyone else want to speak against the
9 plans for the marina?

10 All right. Commissioners, you have heard Mr.
11 Hardy's statement. We've heard the suggestions or
12 questions. If no other concern at this time, I'd like to
13 entertain a motion to accept.

14 MR. SELLERS: Could I ask the staff?

15 MR. JONES: Yes, sir.

16 MR. SELLERS: If you could, Greg, I mean, so
17 is that a fact that a marina can only function in a T6?

18 MR. HOLMES: Yes, sir, T6, yes.

19 MR. SELLERS: Okay. I'd just like you to
20 comment if you could, I mean, that was a marina as long as I
21 have lived on the coast since '97, it's always been a
22 marina. Why did it get zoned T5?

23 MR. HOLMES: Back in 2008, when the Smart
24 Code came into effect, it was included in the type of
25 zoning. Around about 2012, 2013, the city removed those

1 community plans. So T zones were rolled back into
2 completely a traditional zoning. So it actually probably
3 got down-zoned at one point due to we brought the Smart Code
4 back into traditional zoning, so it kind of left basically a
5 division on that type of development that's happened, so
6 what they're doing is they're coming back trying to upzone
7 the property to be able to put a marina back.

8 MR. PEMBERTON: So it is a mistake.

9 MR. HOLMES: I don't know if it was a mistake
10 because that was a pretty detailed plan back then for that
11 development.

12 MR. PEMBERTON: Yeah, but when they changed
13 it 2012 -- so in 2008 a marina was allowed.

14 MR. HOLMES: Well, 2008 when it came under
15 Smart Code, they were trying to put a condo development in.

16 MR. PEMBERTON: A marina would have been
17 allowed at that time in that zoning.

18 MR. HOLMES: It would have to be a special
19 district that they had to put it in. The project never took
20 off.

21 MR. PEMBERTON: Yeah.

22 MR. DAIGLE: I think it definitely seems
23 appropriate for what they're doing. So with all that, I'd
24 like to make a motion to approve Case Number 2202PC027.

25 MR. PEMBERTON: Second.

1 MR. JONES: It's been motioned and properly
2 second that we --

3 MR. HEWES: Just before we vote on it, I'd
4 just for discussion if you'd allow to add --

5 MR. JONES: I will.

6 MR. HEWES: If we could add in instead of a
7 mistake in the planning that it's a change of conditions.

8 MR. DAIGLE: Yes. We'd like to accept the
9 applicant's statement that it's not a mistake in the zoning
10 but a change in the conditions as their justification.

11 MR. JONES: The motion has been changed, but
12 the motion is the same. Are we ready now to vote on
13 changing it to T6 for Mr. Hardy's request for the marina?
14 Okay. So all in favor to make the change say aye. Nays?
15 Ayes have it and so carried.

16 (Unanimous vote.)
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25

1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2202PC027
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 9 pages
12 constitute a true and correct transcription of said hearing
13 held on the 24th day of February 2022.

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 25th day of February
20 2022.
21
22

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

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the 4th day of April, 2022, the following Ordinance:

ORDINANCE NO. 3127

**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 T5 (URBAN CENTER ZONE)
DISTRICT TO T6 (URBAN CENTER ZONE) 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 1010F-01-021.000, which is generally described as being located North of and adjacent to Magnolia Street, South of and adjacent to Bernard Bayou, East of and adjacent to Cowan Road, and West of Pine Street, should be rezoned from its present classification of T5 (Urban Center Zone) District to T6 (Urban Core Zone) District. The Case File Number is 2202PC027; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

**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 T5 (Urban Center Zone) District to T6 (Urban Core Zone) District.**

Ad valorem tax parcel number 1010F-01-021.000 is legally described as:

A parcel of land situated in part in the Southeast 1/4 of the Northwest 1/4, in the Northeast 1/4 of the Southwest 1/4, and in the Northwest 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°09'30" E along the east line of said Section 30, 3549.51 feet, thence S 88°34'45" W 2059.43 feet to an iron rod on the north margin of Magnolia Street and the Point of Beginning, thence continue S 88°34'45" W along said north margin of Magnolia Street 303.73 feet, thence N 00°37'22" W 11.19 feet to a concrete monument, thence N 86°52'53" W 114.08 feet to a concrete monument, thence N 82°43'02" W 114.45 feet to a concrete monument, thence N 45°59'22" W 58.13 feet to a railroad spike in the asphalt and the east margin of Cowan Lorraine Road, thence along a curve concave to the west having a radius of 11394.36 feet for a distance of 897.39 feet, having a chord bearing of N 03°11'19" W and a chord distance of 897.16 feet to the south shoreline of Bernard Bayou, thence northeasterly along the south shore of said Bernard Bayou to a point being N 38°21'06" E 1148.75 feet from the last mentioned point, thence southeasterly along the shore of Bernard Bayou to a point being S 17°55'20" E 560.66 feet from the last mentioned point, thence southwesterly along the shoreline of Taylor Lake to a point being S 66°57'39" W 506.25 feet, thence southerly along said shoreline to a point being S 03°24'23" E 222.73 feet from the last mentioned point, thence southeast along said shore to a point being S 56°04'38" E 127.65 feet, thence southwest along said shore to a bulkhead being S 77°40'21" W 176.65 feet from the last mentioned point, thence along said bulkhead, southwest, south, east, and north to a point being S 09°19'02" E 541.77 feet from the last mentioned point, thence north along the shoreline to a point being N 03°07'01" E 384.40 feet from the last mentioned point, thence northeast along the south shore of Taylor Lake to a point being N 62°37'03" E 291.34 feet from the last mentioned point, thence southeast along said shore to the mouth of a drainage ditch or tidal creek said point being S 39°27'31" E 272.96 feet from the last mentioned point, thence north along the centerline of said creek or ditch to a point being S 18°54'59" W 339.03 feet from the last mentioned point, thence S 74°29'00" W 25.65 feet to an iron rod, thence S 00°55'40" E 73.50 feet to an iron pipe, thence S 89°18'20" W 132.56 feet to an iron pipe, thence S 89°37'38" W 20.13 feet to an iron rod, thence S 01°18'05" E 168.78 feet to an iron rod on the north margin of Magnolia Street and the Point of Beginning. Said parcel contains 16.12 acres.

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: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 1010F-01-021.000 from its present zoning classification of T5 (Urban Center Zone) district to T6 (Urban Core Zone) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

YEAS:

Casey
Roland
Holmes-Hines
Walker
Sharp
Flowers
Kosloski

NAYS:

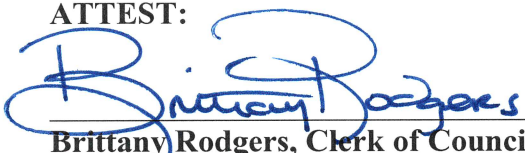
None

ABSENT:

None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 4th day of April, 2022.

**ATTEST:**

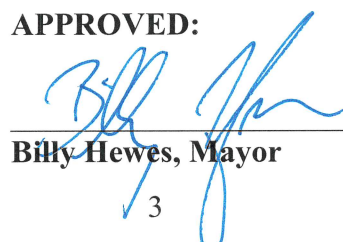

Brittany Rodgers, Clerk of Council

ADOPTED:


F.B. “Rusty” Walker, IV, President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 5th day of April, 2022.

APPROVED:


Billy Hewes, Mayor

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 _____, 2022, 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 T5 (URBAN CENTER ZONE) DISTRICT TO T6 (URBAN CENTER ZONE) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel numbers 1010F-01-021.000 and 1010F-01-020.000, which is generally described as being located North of and adjacent to Magnolia Street, South of and adjacent to Bernard Bayou, East of and adjacent to Cowan Road, and West of Pine Street, should be rezoned from its present classification of T5 (Urban Center Zone) District to T6 (Urban Core Zone) District. The Case File Number is 2202PC027; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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 T5 (Urban Center Zone) District to T6 (Urban Core Zone) District.**

Ad valorem tax parcel number 1010F-01-021.000 is legally described as:

A parcel of land situated in part in the Southeast 1/4 of the Northwest 1/4, in the Northeast 1/4 of the Southwest 1/4, and in the Northwest 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°09'30" E along the east line of said Section 30, 3549.51 feet, thence S 88°34'45" W 2059.43 feet to an iron rod on the north margin of Magnolia Street and the Point of Beginning, thence continue S 88°34'45" W along said north margin of Magnolia Street 303.73 feet, thence N 00°37'22" W 11.19 feet to a concrete monument, thence N 86°52'53" W 114.08 feet to a concrete monument, thence N 82°43'02" W 114.45 feet to a concrete monument, thence N 45°59'22" W 58.13 feet to a railroad spike in the asphalt and the east margin of Cowan Lorraine Road, thence along a curve concave to the west having a radius of 11394.36 feet for a distance of 897.39 feet, having a chord bearing of N 03°11'19" W and a chord distance of 897.16 feet to the south shoreline of Bernard Bayou, thence northeasterly along the south shore of said Bernard Bayou to a point being N 38°21'06" E 1148.75 feet from the last mentioned point, thence southeasterly along the shore of Bernard Bayou to a point being S 17°55'20" E 560.66 feet from the last mentioned point, thence southwesterly along the shoreline of Taylor Lake to a point being S 66°57'39" W 506.25 feet, thence southerly along said shoreline to a point being S 03°24'23" E 222.73 feet from the last mentioned point, thence southeast along said shore to a point being S 56°04'38" E 127.65 feet, thence southwest along said shore to a bulkhead being S 77°40'21" W 176.65 feet from the last mentioned point, thence along said bulkhead, southwest, south, east, and north to a point being S 09°19'02" E 541.77 feet from the last mentioned point, thence north along the shoreline to a point being N 03°07'01" E 384.40 feet from the last mentioned point, thence northeast along the south shore of Taylor Lake to a point being N 62°37'03" E 291.34 feet from the last mentioned point, thence southeast along said shore to the mouth of a drainage ditch or tidal creek said point being S 39°27'31" E 272.96 feet from the last mentioned point, thence north along the centerline of said creek or ditch to a point being S 18°54'59" W 339.03 feet from the last mentioned point, thence S 74°29'00" W 25.65 feet to an iron rod, thence S 00°55'40" E 73.50 feet to an iron pipe, thence S 89°18'20" W 132.56 feet to an iron pipe, thence S 89°37'38" W 20.13 feet to an iron rod, thence S 01°18'05" E 168.78 feet to an iron rod on the north margin of Magnolia Street and the Point of Beginning. Said parcel contains 16.12 acres.

Ad valorem tax parcel number 1010F-01-020.000 is legally described as:

A parcel of land situated in part in the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4, of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°00'00" E 2751.65 feet, thence S 90°00'00" W 2815.55 feet to a point on the south shoreline of Bernard Bayou, said point also being N 04°54'59" W 10.00 feet from a railroad spike, said point also being on the west margin of the new right of way of Cowan Lorraine Road and the Point of Beginning, thence continue along a curve concave to the west having a radius of 11242.75 feet for a distance of 264.43 feet, having a chord bearing of S 04°16'14" E and a chord distance of 264.42 feet to a railroad spike in the asphalt, thence S 39°46'46" W 66.94 feet to an iron rod, thence S 06°48'40" E 12.67 feet to an iron rod on the old right of way of Cowan Road, thence along said old right of way N 45°13'40" W a distance of 92.73 feet to an iron rod, thence continue along said right of way N 35°13'40" W 65.00 feet to an iron rod at the south shoreline of Bernard Bayou, thence northeast along said shoreline to a point being N 30°50'27" E 243.78 feet from the last mentioned point and the Point of Beginning. Said parcel contains 0.51 acres, more or less.

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: Upon passage by a unanimous vote of all members of the governing body, this ordinance shall be in full force and effect immediately upon passage due to the following:

_____. For failure to be adopted by unanimous vote of all members of the governing body, this Ordinance shall otherwise be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 1010F-01-021.000 from its present zoning classification of T5 (Urban Center Zone) district to T6 (Urban Core Zone) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 7, 2022

Re: Zoning Map Amendment 2204PC069:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 26, 2022

Re: Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Daigle

Second: Mr. Jones

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Martin Jones

Speaking against the Petition: None

On April 28, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2204PC069

Hearing Date: April 28, 2022

Current Zoning/Use: T4+ / Multifamily structures

Legal: Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine 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 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.

The applicant requests to rezone approximately 29,000 square feet of property from T3 (Sub Urban Zone) to a T4+ (General Urban Zone "Plus") zone. Currently, the property contains a single-family unit and a duplex building qualifying this property as multi-family. The current zoning does not allow for this use or the expansion of it, as is mentioned as a need in the application.

According to the City's 2002 Comprehensive Plan, this area is classified as medium density residential in the future land use plan. The specific definition of medium density residential is for single-family residential with lot sizes of 10,000-15,000 square feet.

The applicant has chosen mistake for change of the current zoning district:

1. Mistake according to the applicant comes from the idea that the buildings existed since the 1950's. Noted conversion taking place in the 1980's may have been done without permit making the property become non-conforming at the time.

Technical Report

Zoning Map Amendment

Historic zoning shows this property zoned R-1-7.5 post Hurricane Katrina. SmartCode later came in and converted it to T3. Later, hybrid changes converted the zoning classification again. None of which allows for multi-family housing or duplexes.

2. Need is not addressed by the applicant.

EXECUTIVE SUMMARY

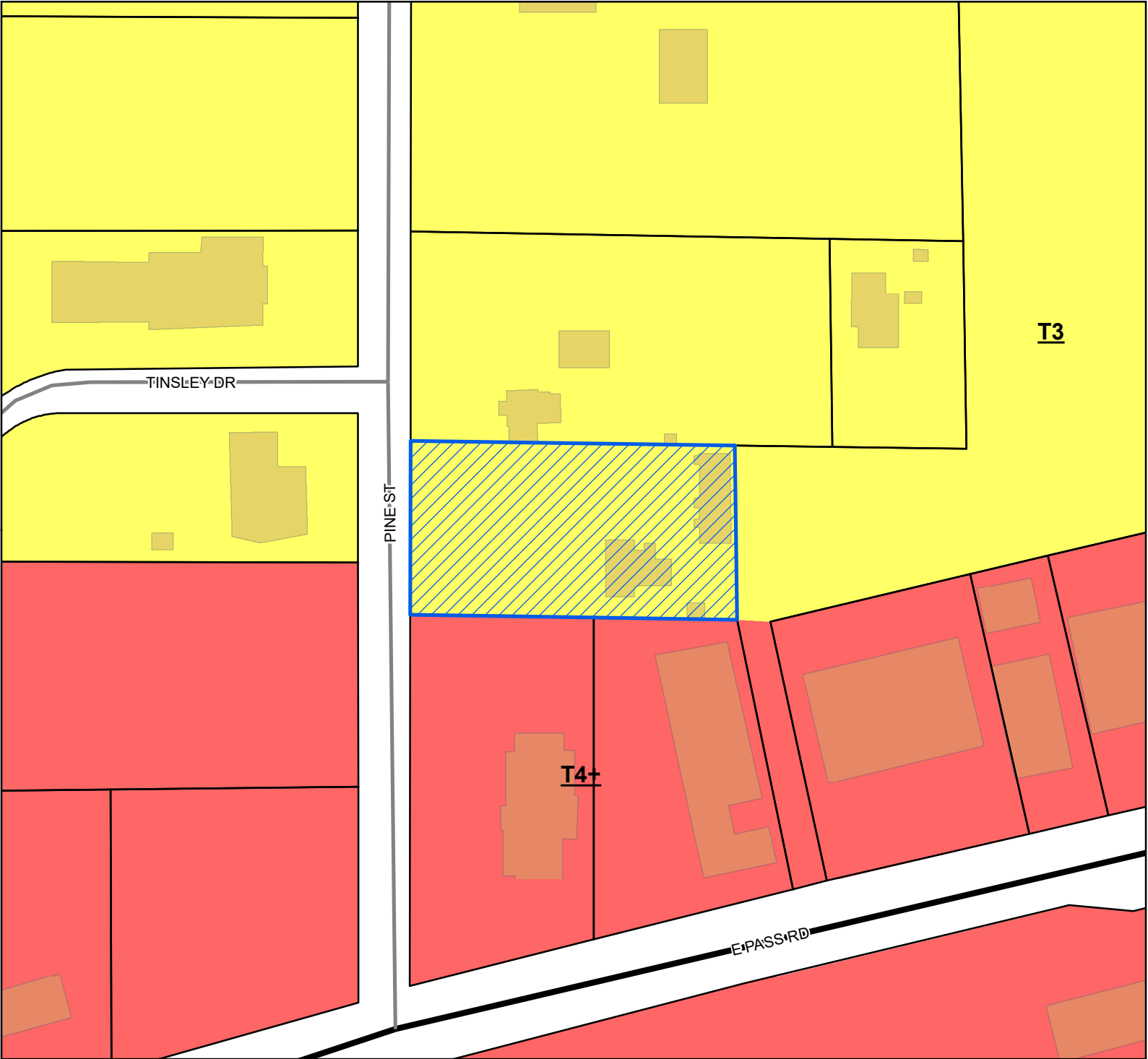
With historic zoning and the future land use plan of the comprehensive plan, all signs point to this not being a mistake by staff and consultants when this property had a zoning layer applied to it. However, with the need for density, affordable housing, and shorter commutes, a consideration for change of character and increase need for sites could be considered as an alternative.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

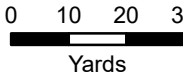


Greg Pietrangelo
Director of Urban Development Department



- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Smart Code**
- T4+
- T3

Site Information
 1010F-02-009.000
 Zoning: T3 (Sub-Urban Zone)
 Size: 29,000 sq ft
 Flood: X



1 inch = 100 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 11/2/2020



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

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

Property Information

TAX PARCEL # 1010F-02-009.000

For Staff Use Only

Case File #: 2204 PC.069Date Received: 3/8/2022

Receipt #: _____

Received By: UMK

Zoning: _____

Ward: _____ Flood: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 1026 Pine StLot(s) _____, Block(s) _____, Subdivision Motes + BoundsGeneral Location: North of East Pass Rd, East of Cowan Road

GENERAL DESCRIPTION OF REQUEST:

Change zoning from T-3 to T-4 + to correct error in zoning

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

Bernard E and Joya Jarka

Printed Name Of Owner

1461 Ilikai Ave

Mailing Address

San Jose CA 95118

City State Zip code

408 978 8760 408 489 5647

Home Phone Work/Cell Phone

bejarka@att.net

Email

Bernard E Jarka

Authentisign

Joyce G Jarka3/8/2022 10:20:10 AM CST
03/08/2022

Signature Of Owner

AGENT

Martin Jones

Printed Name Of Agent

9153 Corrine Road

Mailing Address

Gulfport MS 39503

City State Zip code

228 287 1200 228 341 2022

Home Phone Work/Cell Phone

mjonescb2@yahoo.com

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.

AuthentiSIGN®

Signing Certificate

Certificate ID: 4D47FCF5-00AF-41FB-94ED-4633603B6A08

Date: 3/8/2022 9:50:12 AM CST

Signing Information:

Signing Name: zoning application

ID: 4D47FCF5-00AF-41FB-94ED-4633603B6A08

Status: Document has been signed by all parties.

Start Date: 3/8/2022 9:50:12 AM CST

End Date: 3/8/2022 10:36:43 AM CST

Signers: 2

Reviewers: 0

CC: 0

Creator: Martin Jones

Email: mgjonescbc@yahoo.com

IP Address: 69.92.81.106

Address:

Document Information:

Document Name: zoning application

Source: Uploaded

Document ID: 67FC7D93-BEE4-4266-9016-82BF8EA77D14

Pages: 1

Signature blocks: 2

Initial blocks: 0

Participant Activity:

Signature / Initials:

Name: Benard E Jarka

AuthentiSIGN
Benard E Jarka

BEJ

Email: bejarka@att.net

Type: Remote Signer

EULA/TOS/ABP/CCD: Accepted: 3/8/2022 10:19:51 AM CST [IP:108.226.113.106]

Document: Signed and Accepted – date/time: 3/8/2022 10:32:40 AM CST [IP:108.226.113.106]

Name: Joyce G Jarka

AuthentiSIGN
Joyce G Jarka

JGJ

Email: bejarka@att.net

Type: Remote Signer

EULA/TOS/ABP/CCD: Accepted: 3/8/2022 10:35:17 AM CST [IP:108.226.113.106]

Document: Signed and Accepted – date/time: 3/8/2022 10:36:43 AM CST [IP:108.226.113.106]

BOOK 1539 PAGE 83
STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



1st Judicial District
Instrument Number 2001 3082 D
Filed 4 27 2001 9 58 A
Total Fees 8.00
Book 1539 Page 83-84 Recorded 5-1-01



QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, BERNARD E.

JARKA and JOYCE G. JARKA, husband and wife, do hereby sell, convey and quitclaim unto BERNARD E.

JARKA and JOYCE G. JARKA, as Trustees of the Jarka Family Revocable Trust of June 10, 1996, that certain real property located in the First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

A parcel of land beginning at a point on the East side of Pine Street and being 700 feet South of the intersection of Magnolia Street and Pine Street, this being the Southwest corner of the lot known as McLeod Lot, as a starting point or place of beginning; running thence in an Easterly direction along the South line of the said McLeod Lot a distance of 232.5 feet, more or less, to a stake, thence in a Southerly direction and parallel with Pine Street a distance of 125 feet, more or less, to a stake, thence running in a Westerly direction and a parallel with the South line of the said McLeod Lot a distance of 232.5 feet, more or less, to the East side of Pine Street; thence running in a Northerly direction along the East side of Pine Street a distance of 125 feet, more or less, to the place of beginning; and being located in Section 30, Township 7 South of Range 10 West, and being part of the land purchased by Mrs. Aimee Stone Sneed from Hugh Stephens under warranty deed dated June 16, 1945, and recorded in Book 276 at Page 9 of the Records of Deeds, First Judicial District, Harrison County, Mississippi.

Ad Valorem taxes for the current year are assumed by the grantees herein.

WITNESS our signatures on this the 26 day of April, 2001.

BERNARD E. JARKA

JOYCE G. JARKA

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME AND APPEARED before me, the undersigned authority for said state and county, Bernard E. Jarka and Joyce G. Jarka, who acknowledged to me that they signed and delivered the above and foregoing Quitclaim Deed on the day and the year therein mention.

GIVEN under my hand on this the 26 day of April, 2001.



Notary Public

Grantors' Address:
1461 Ilikai Avenue
San Jose, CA 95118-1940
408-978-8760

Grantees' Address:
1461 Ilikai Avenue
San Jose, CA 95118-1940
408-978-8760

Document Prepared by:
John Galloway
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
PO Drawer 4248
Gulfport, MS 39502
228-864-1170

Indexing Instructions:
SE 1/4 of Section 30, Township 7 South, Range 10 West

To Whom It May Concern:

Bernard E. Jarka and Joyce G. Jarka as Trustees of the Jarka Family Revocable Trust of June 10, 1996, hereby give permission for Martin Jones, Coldwell Banker Alfonso Realty to act as their agent in a request to the Planning Commission of Gulfport, for the zoning change of a parcel located at 1026 Pine Street, Gulfport, MS 39507, tax parcel number 1010F-02-009.000.

Bernard E. Jarka Dated: 1 Mar 2022
Bernard E. Jarka

Joyce G. Jarka Dated: 3-1-22
Joyce G. Jarka

STATE OF CALIFORNIA
COUNTY OF _____

PERSONALLY CAME AND APPEARED before me, the undersigned authority for said state and county, Bernard E. Jarka and Joyce G. Jarka, who acknowledged to me that they signed and delivered the above and foregoing permission on the day and year therein mentioned.

GIVEN under my hand on this the ____ Day of March 2022.

- SEE ATTACHED -
Notary Public

My Commission Expires:

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

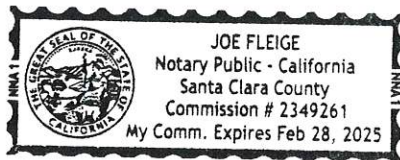
State of California

County of SANTA CLARA }

On MARCH 1st, 2022 before me, JOE FLEIGE, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared BERNARD E. JARKA AND JOYCE R. JARKA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: LETTER - COLDWELL BANKER

Document Date: 3/1/22 Number of Pages: 1

Signer(s) Other Than Named Above: [Signature]

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

1026 Pine Street

Written statement concerning rezoning request.

The property located at 1026 Pine Street has two buildings that were, according to the Harrison County tax records, constructed in 1951. In the early 1980's both buildings were converted to duplexes and are still shown on the Harrison County tax records as duplexes. Later the front building was converted back to a single family residence, 1026 Pine. The rear building continued to be occupied as a duplex, 1026 Pine A & B. For the last forty years the properties have been leased for residential use.

There is no plan to change the current use and there is no plan to further develop the property. To our knowledge there have been no complaints from any of the neighbors about the current use.

The request to rezone the property was brought about when trying to obtain a permit to repair termite damage to the front building, 1026 Pine Street. The permit was denied because the property was not zoned to allow multifamily use. On November 15, 2021 the rear property, 1026 Pine A & B was damaged by a fire and a permit was issued to repair the fire damage and those repairs are on-going.

Reviewing the history of the property over the last 70 years no new building have been added and the use has been at least for the last forty years residential with three or four families occupying the buildings, there was obviously a mistake made when the City of Gulfport applied the T-3 zoning designation to the property. To correct the mistake, it appears that the answer would be to designate or classify the property to be T-4+ as are the adjacent neighbors to the South. The correcting of this mistake should not have any effect on the surrounding area. Please see the attached photograph of the two buildings and overhead photograph showing the adjacent neighborhood.

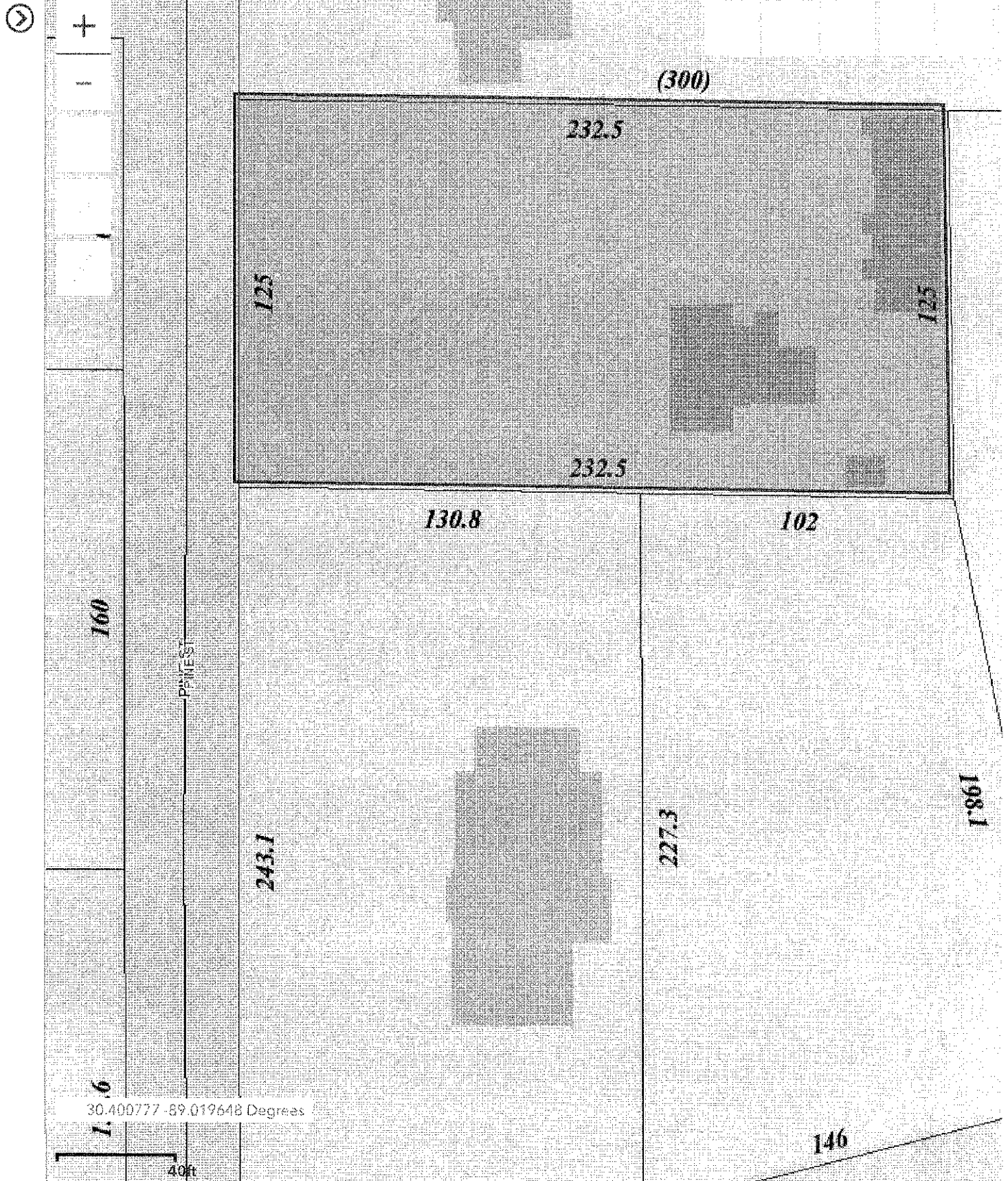






HARRISON COUNTY, MS

Property Search Application



PERMITS/INSP PAYMENT RECPT#: 11174516
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 03/08/22 TIME: 11:40
CLERK: mcunningh DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

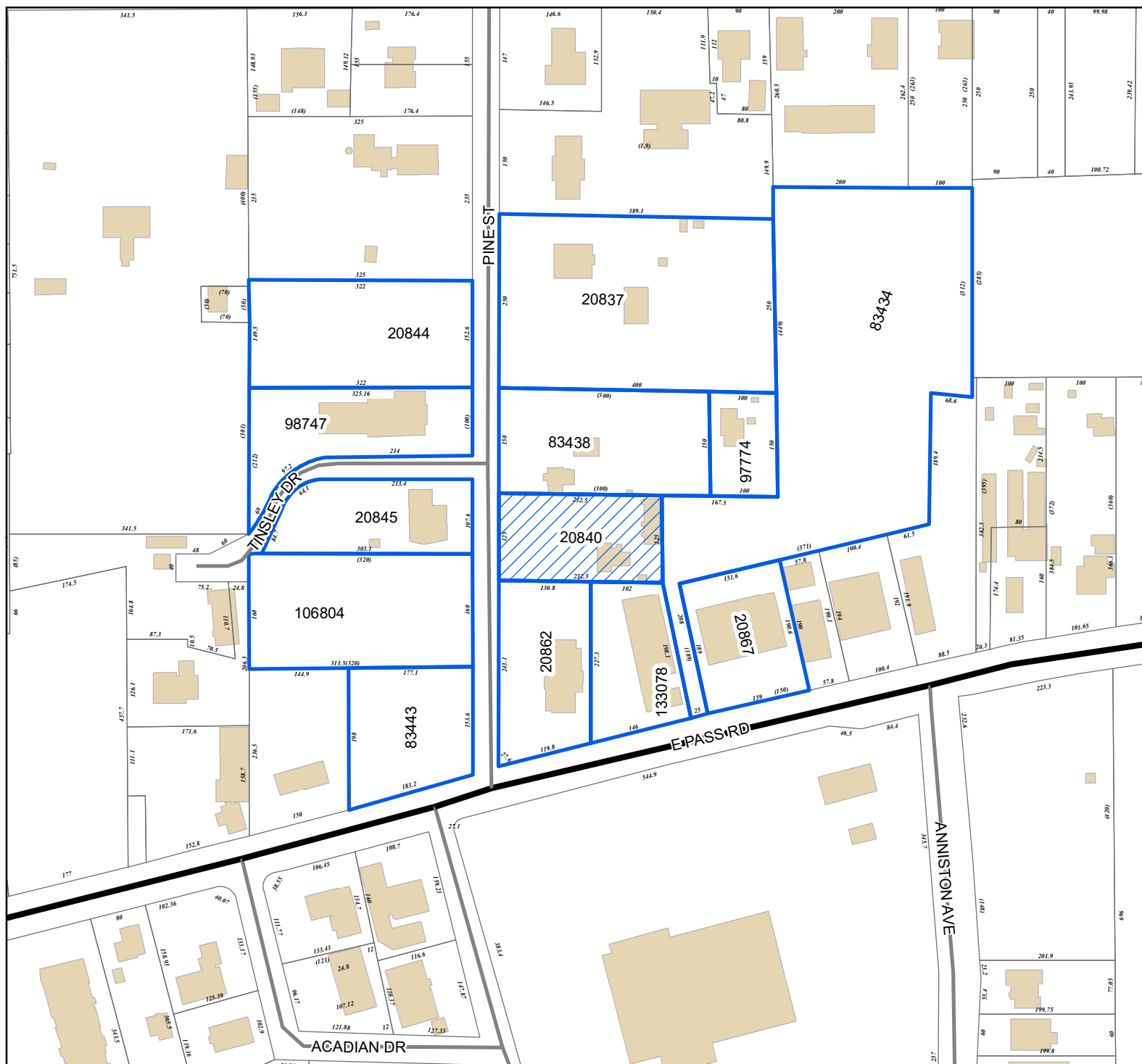
PAID BY:

PAYMENT METH: CHECK
REFERENCE: 8865

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

2204PC069

Zoning Map Amendment

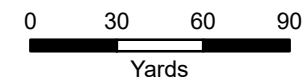


Legend

-  Site
 Adjacent Properties
 US or State Highway
 Street

Smart Code Communities Community

-  Handsboro
 Buildings



1 inch = 200 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	20840	1010F-02-009.000	JARKA BERNARD E & JOYCE G -TRUSTEES (Ov	1461 ILIKAI AVE	SAN JOSE	CA	95118
			Martin Jones (Agent)	9153 Lorraine Rd	GULFPORT	MS	39503
n			Adjacent Property Owners				
	106804	1010F-02-019.001	DAVIS CAROLYN T & TAAKE MARY A B	2616 DEMARET DRIVE	GULFPORT	MS	39501
	20867	1010F-02-007.000	HAYDEL PROPERTIES LP	P O BOX 1891	GULFPORT	MS	39502
	83438	1010F-02-010.000	JARKA JOYCE G & BERNARD E -TRUSTEES	1461 ILIKAI AVE	SAN JOSE	CA	95118
n	97774	1010F-02-010.001	JARKA JOYCE G & BERNARD E -TRUSTEES	1461 ILIKAI AVE	SAN JOSE	CA	95118
	20845	1010F-02-018.000	JONES STEPHEN C & PAMELA A	1103 PINE STREET	GULFPORT	MS	39507
	133078	1010F-02-008.001	KAUFMAN HERBERT L & RENEE	421 NO HAMMOND HWY	NEW ORLEANS	LA	70124
	20844	1010F-02-017.000	LUPOLD TROY & BRIANNE	282 BIG LAKE RD APT 32	BILOXI	MS	39531
	83434	1010F-02-003.000	MACO PROPERTIES LLC	P O BOX 68	CLARKTON	MO	63837
	98747	1010F-02-018.001	MCVADON ROBERT C JR & DEBORAH A	450 BORDEAUX COVE	BILOXI	MS	39531
	20837	1010F-02-011.000	ROBINSON TERRY & VIRGINIA S	1124 PINE STREET	GULFPORT	MS	39507
	83443	1010F-02-019.000	TAAKE MARY A B & DAVIS CAROLYN T	2616 DEMARET DR	GULFPORT	MS	39501
	20862	1010F-02-008.000	VERRETT REALTY LLC	1708 E PASS RD	GULFPORT	MS	39507

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**Order Number:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

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**Order Number:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

CITY OF GULFPORT PLANNING COMMISSION

2204PC069

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 13. Zoning Map Amendment 2204PC069

2 MR. DUCKWORTH: Zoning Map Amendment
3 2204PC069 has been duly and timely noticed as required by
4 law. The applicant requests to rezone from T3 to T4+ 1026
5 Pine Street. A copy of the packet considered is hereby
6 offered to the record.

7 MR. WILLIAMS: Thank you.

8 Someone here to speak for the request? Yes,
9 sir.

10 MR. JONES: Martin Jones, 9153 Lorraine Road,
11 Gulfport 39503.

12 I've put in this request so that we can get
13 some repairs done on the building. We, through the process
14 of obtaining permits to repair fire damage to a duplex and
15 then termite damage that Terminix is going to hire a
16 contractor to come and do some repairs on a building at 1026
17 Pine Street, so we have a 1026 A and B, and then we have a
18 1026 without any letter.

19 And we were requested or told by the planning
20 commission that we needed to change the zoning to allow hat
21 use.

22 The property has been there since 1950. I've
23 personally been involved in property management there since
24 -- in the last 26 years. We haven't had any cause of any
25 neighborhoods being disturbed by the operation that we had.

1 So we think that there was an error made when the zoning was
2 placed to be T3 instead of a T4+ which would have allowed
3 multifamily use.

4 We don't have any plans to further develop.
5 We only want to have the repairs made by the contractor.
6 And the only way we can do that through our -- the process
7 is to have it rezoned to T4+.

8 It backs up to the Verret Dental Office
9 there. And Keller Williams has an office in that area. So
10 we're connected to a T4+. And the T3 is to the north of us
11 owned by the same folks that own this. And if they wanted
12 to do a further development, they would ask for that to be
13 zoned.

14 But we're just trying to get in compliance so
15 that we can have some repairs made.

16 MR. WILLIAMS: All right. Any questions of
17 the applicant?

18 Those of you that were here during the Smart
19 Code process or whatever know that a lot of times when we
20 overlaid these subdivisions and things situations like this
21 did occur. This is in the T3 and was a multifamily and
22 maybe not in that zone. So now they're to the point to
23 where they're looking at doing some repairs, but we just
24 need to get it properly zoned so he can get the repairs
25 done.

1 Greg, did I do an adequate of job saying
2 that?

3 MR. HOLMES: Yes, you did.

4 MR. WILLIAMS: All right. Any questions of
5 the applicant?

6 If something comes up we'll bring you back
7 up. Thank you, though, great explanation.

8 Anyone else here to speak for this request?

9 Anyone here to speak against this request?

10 Commissioners, any questions? Or a motion
11 please.

12 MR. DAIGLE: Mr. Chairman, motion to approve
13 Case 2204PC069 with the stated conditions.

14 MR. WILLIAMS: We've got a motion to approve.
15 Do I have a second?

16 MR. JONES: Second.

17 MR. WILLIAMS: Any further discussion? If
18 not, all those in favor of approving the case signify by
19 saying aye. Any opposed?

20 It's been approved. Good luck with the
21 repairs. Thank you, sir.

22 (Unanimous vote.)

23

24

25

1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2204PC069
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 4 pages
12 constitute a true and correct transcription of said hearing
13 held on the 28th day of April 2022.

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 6th day of May 2022.
20
21

22 _____
23 NORMA JEAN LADNER SOROE, CSR #1297
24 Certified Shorthand Reporter
25

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 _____, 2022, 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) DISTRICT TO 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 1010F-02-009.000, which is generally described as being located North of East Pass Road, South of Magnolia Street, East of and adjacent to Pine Street, and West of Lindh Road, should be rezoned from its present classification of T3 (Sub-Urban Zone) District to T4+ (General Urban Zone “Plus”) District. The Case File Number is 2204PC069; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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 T3 (Sub-Urban Zone) District to T4+ (General Urban Zone “Plus”) District.**

Ad valorem tax parcel number 1010F-02-009.000 is legally described as:

A parcel of land beginning at a point on the East side of Pine Street and being 700 feet South of the intersection of Magnolia Street and Pine Street, this being the Southwest corner of the lot known as McLeod Lot, as a starting point or place of beginning; running thence in an Easterly direction along the South line of the said McLeod Lot a distance of 232.5 feet, more or less, to a stake, thence in a Southerly direction parallel with Pine Street a distance of 125 feet, more or less, to a stake, thence running in a Westerly direction and a parallel with the South

line of the said McLeod Lot a distance of 232.5 feet, more or less, to the East of Pine Street; thence running in a Northerly direction along the East side of Pine Street a distance of 125 feet, more or less, to the place of beginning; and being located in Section 30, Township 7 South of Range 10 West, and being part of the land purchased by Mrs. Aimee Stone Sneed from Hugh Stephens under warranty deed dated June 16, 1945, and recorded in Book 276 at Page 9 of the Records of Deeds, First Judicial District, Harrison County, Mississippi.

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

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

SECTION 3: Upon passage by a unanimous vote of all members of the governing body, this ordinance shall be in full force and effect immediately upon passage due to the following:

_____. For failure to be adopted by unanimous vote of all members of the governing body, this Ordinance shall otherwise be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 1010F-02-009.000 from its present zoning classification of T3 (Sub-Urban Zone) district to T4+ (General Urban “Plus”) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 7, 2022

Re: Zoning Map Amendment 2204PC073:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 26, 2022

Re: Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: Mr. Jones

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Yea
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Absent
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Recused
GARLON PEMBERTON	– Yea

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Robert Heinrich

Speaking against the Petition: None

On April 28, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2204PC073

Hearing Date: April 28, 2022

Current Zoning/Use: R-1-15 / Residential

Legal: Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

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 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.

The applicant requests to rezone a parcel from R-1-15 (Single-family) to an I-2 zoning district (Heavy Industrial), located at 15361 S. Swan Road. The property currently has a single-family residential home on the property as well as an accessory building. The applicant has asked for a resubdivision that will also be heard on April 28, 2022 by the Planning Commission in order for the applicant to have the accessory building to sit on its own parcel and allow the applicant to expand his existing business. Please note that the resubdivision must be approved prior to rezoning.

The applicant further states, "the nature of the request involves re-zoning proposed Parcel A from R-1-15 (Single-family) to I-2 (Heavy industry) which will allow for a new commercial parcel." The applicant cites a change in condition for reason for rezoning property. In the application, the applicant states that the proposed zoning is requested because the area is adjacent to an existing industrial use and is within a high growth area for industrial use." The proposed development schedule is to begin construction immediately after the resubdivision has been recorded by the Harrison County Courthouse. The above schedule is based on normal permitting procedures and reasonable weather conditions. The applicant has further stated that the request is not due to error.

Technical Report

Zoning Map Amendment

The applicant has chosen change in condition as justification for change of the current zoning district:

1. It has be noted by the applicant, that the zoning of this district was not in error.
2. Change of condition is addressed by the applicant, as this area is a high growth area for industrial use; however, there have not been any new construction in the past year with an industrial use. Although the adjacent property is zoned I-2, the applicant has not proven a change in condition as required per the City of Gulfport legal department.

EXECUTIVE SUMMARY

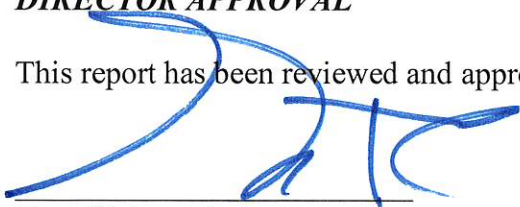
Approving this request would negate many of the principles for which zoning regulations are intended. Furthermore, the city should enforce its current zoning regulations for the applicant has not shown just cause of needing this property to be rezoned as required by the City of Gulfport legal department. In addition, this project was denied by the building department due to the fact there is no access to the site as proposed.

Any approval should consider these conditions:

1. Approval of this zoning map amendment allows the proposed parcels to be rezoned from R-1-15 (Single-family) to I-2 (Heavy industry) zoning districts.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



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

For Staff Use Only

Case File #: 2204PL073Date Received: 3/8/22

Receipt #: _____

Received By: D2Zoning: R-1-15Ward: 7 Flood: X20.19 ACRES

(If necessary, use separate sheet of paper)

TAX PARCEL # 0807E-01-001.000
0000-00-000.000
0000-00-000.000

Address of Property Involved: 15361 S. SWAN RD.

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: 2,500+/- FT. EAST OF HWY. NO. 49**GENERAL DESCRIPTION OF REQUEST:**

REQUEST IS TO REZON PARCEL A (13.72 AC.) FROM R-1-15
TO I-2 FOR A COMMERCIAL BUSINESS.

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.

OWNERTIMOTHY JAMES DAIGLE, JR.

Printed Name Of Owner

15361 S. SWAN RD.

Mailing Address

GULFPORT MS 39503

City

State

Zip code

228-216-8075

Home Phone

Work/Cell Phone

timd02@yahoo.com

Email

[Signature]
 Signature Of Owner

AGENTHEINRICH ASSOCIATES, LLC

Printed Name Of Agent

1806 23RD AVE., SUITE B

Mailing Address

GULFPORT MS 39501

City

State

Zip code

228-896-6768

Home Phone

Work/Cell Phone

bobby.h@heinrichassociates.net

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.**

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) JENEE MICHELLE DAIGLE

ADDRESS (STREET, CITY, STATE, ZIP CODE) 15361 S. SWAN RD., GULFPORT MS
39503

PHONE # (H) 228-216-8075 (W) _____

TAX PARCEL NUMBER(S) OWNED 0807E-01-001.000

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 _____

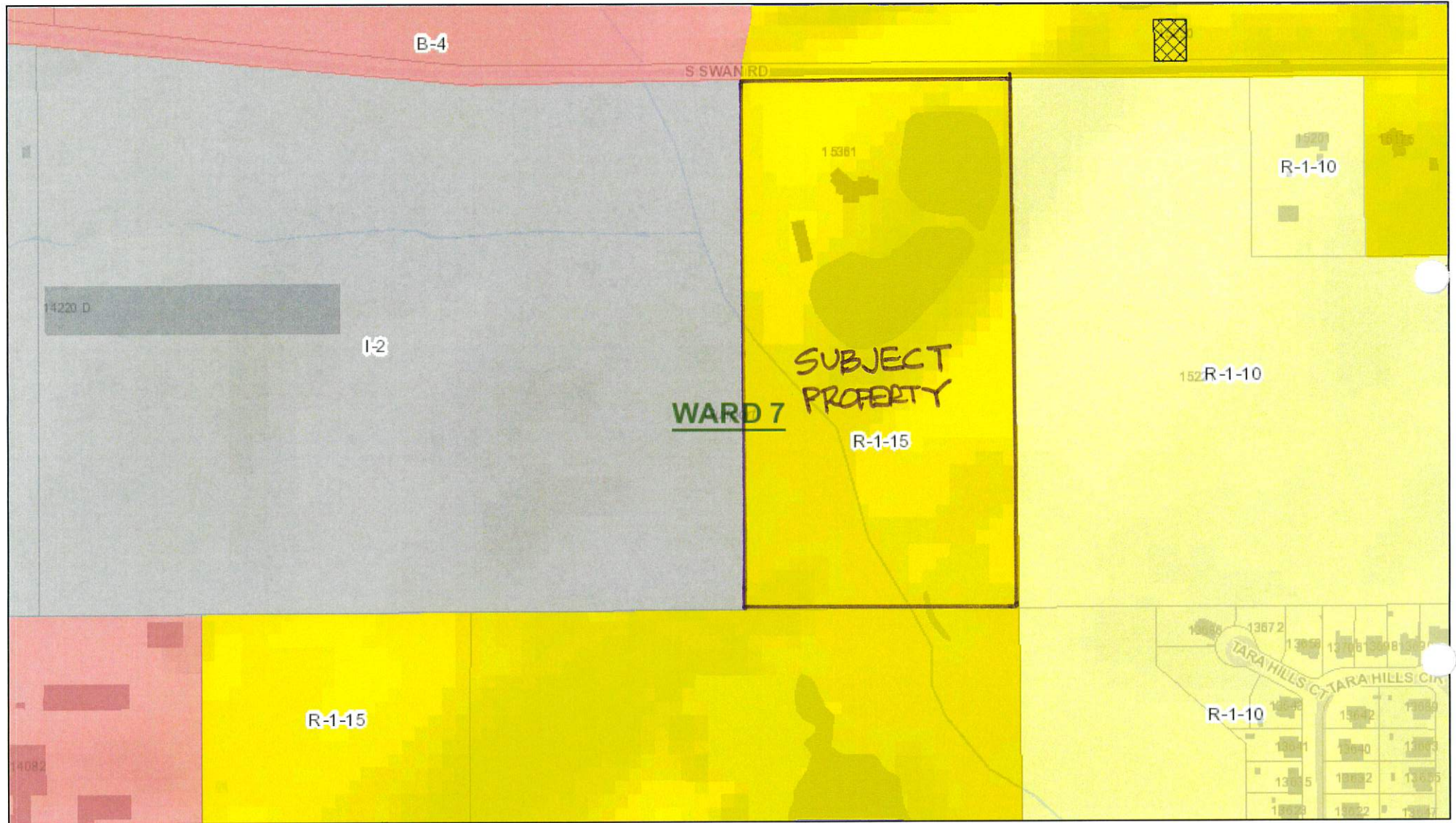
SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

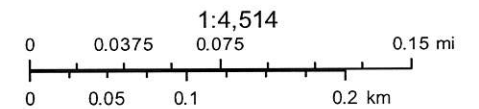
PERSON/AGENT FOR YOU: _____

Gulfport Online Atlas



March 8, 2022

-  Hybrid Zones
-  Government Property
-  Hybrid
-  Wards



CERTIFICATE OF RESUBDIVISION RESUBDIVISION OF PARCEL

#0807E-01-001.000

SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

LEGAL DESCRIPTION CREATED BY RESUBDIVISION PARCEL "A" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence S 89°56'24" W 50.00 feet to an iron rod, thence S 00°27'33" W 1312.82 feet to an iron rod, thence N 89°51'43" E 676.31 feet to the Point of Beginning. Said parcel contains 597787 square feet or 13.72 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated February 8, 2022.

LEGAL DESCRIPTION CREATED BY RESUBDIVISION PARCEL "B" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod and the Point of Beginning, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence N 89°56'24" E 621.35 feet to an iron rod, thence S 00°14'35" W 578.66 feet to the Point of Beginning. Said parcel contains 286478 square feet or 6.58 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated February 8, 2022.

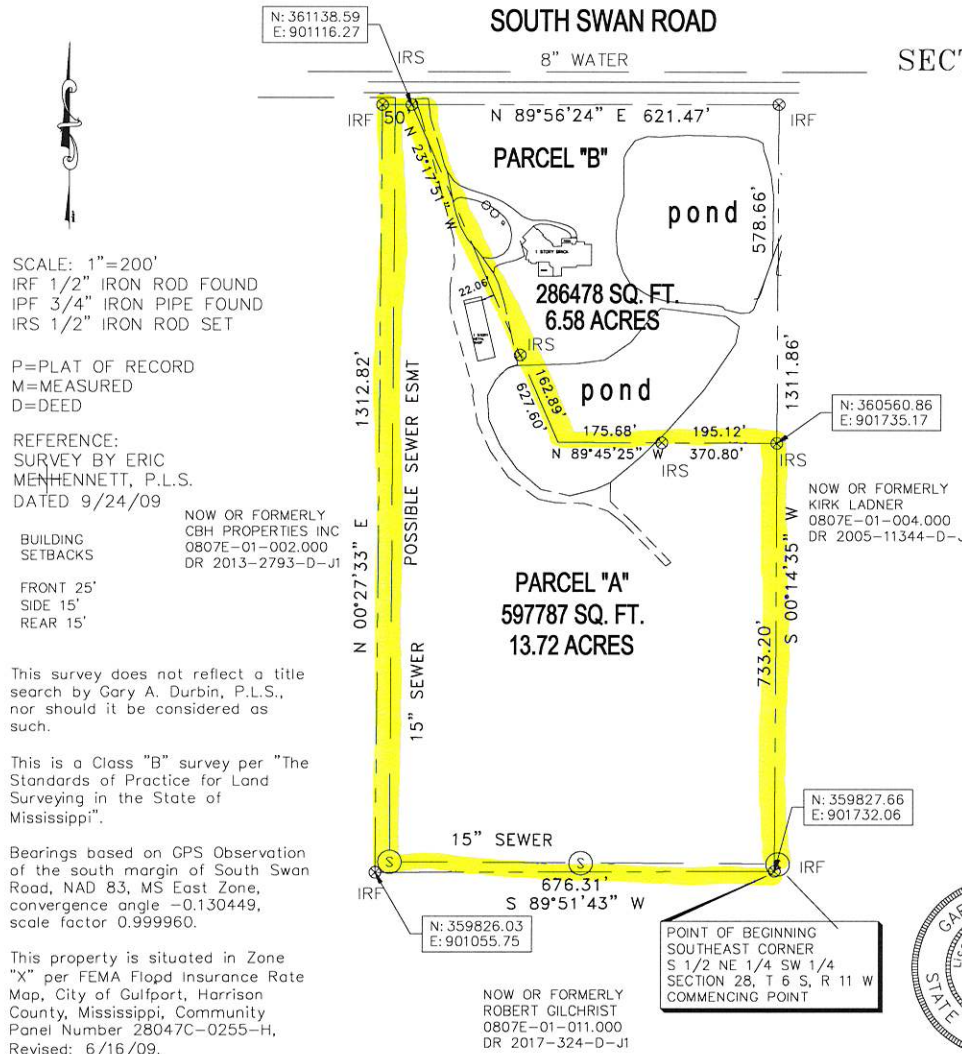
This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin
Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022



SHEET 2 OF 3 10925B

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokga@aol.com





Johnston 1st Judicial District
Instrument 2016 5179 D - J1
Filed/Recorded 7/27/2016 09:36 A
Total Fees \$ 12.00
2 Pages Recorded

Prepared by & Return To:
Schwartz, Orgler & Jordan, PLLC
P O Box 4682 Biloxi MS 39535
228-388-7441

INDEX: Parcel in the E1/2 of the NE1/4 of the
SW1/4 of Sec. 28-6-11

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,

Suzanne M. Huber,

1 Povenir Place, Gulfport, MS 39507, (228) 861-0992

does hereby sell, convey and warrant unto

Timothy James Daigle, Jr. and wife, Jene Michelle Daigle,

15605 S. Swan Road, Gulfport, MS 39503, (830) 734-2115,

as joint tenants with full rights of survivorship and not as tenants in common the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

The East One-Half (1/2) of the Northeast One-Fourth of the Southwest One-Fourth (NE1/4 of the SW1/4) of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi. LESS AND EXCEPT that part now lying within South Swan Road.

Being the same property conveyed by Deed of Executor recorded as Instrument Number 2009 5275-D-J1, in the office of the Chancery Clerk of Harrison County, MS.

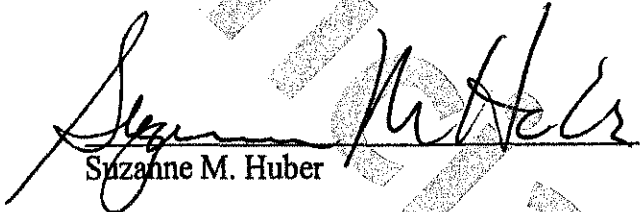
THE ABOVE DESCRIBED property is no part of the homestead of the grantor herein.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and 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 Grantees herein.

WITNESS MY SIGNATURE, on this the 21st day of July, 2016.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

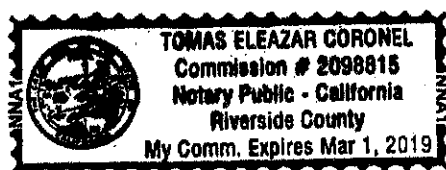

Suzanne M. Huber

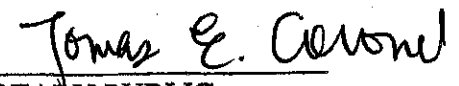
STATE OF CA
COUNTY OF RIVERSIDE

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Suzanne M. Huber, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21st day of July, 2016.

My Commission Expires: MARCH 1, 2019




NOTARY PUBLIC
State of California
County of Riverside

California All-Purpose Acknowledgment
I SS.
On 7/21 2016, before me, Tomas E. Coronel (Notary Public) personally appeared Suzanne M. Huber
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the
within instrument and acknowledged to me that he/she/it executed the same in the capacity in which he/she/it
thereby authorized signatory on the instrument, of the party upon behalf of which the party acted,
executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.
WITNESS my hand and official seal.

Tomas E. Coronel - Notary Public



Tax Rolls - Real Property

2021 Landroll Information				
DAIGLE TIMOTHY JAMES JR & JENEE MIC 15361 S SWAN RD GULFPORT, MS 39503				
Physical Street Address: 15361S SWAN RD				
Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0807E-01-001.000	56317	2GO		1
Supervisor District:		Subdivision:		
2				
Exemption Code				
Non-Exempt				
Section	Township	Range		
28	06	11		
Instrument Number(s)				
2016-0005179-D-J1, 2009-0005275-D-J1, 1332/0120, 1320/0536				
Acres	Land Value	Improvements	Total Value	Assessed Value
21	3282	483207	486489	48801 48347.2 / 452.55
Legal Description				
E1/2 OF NE1/4 OF SW1/4 SEC 28-6-11 LYING S OF S SWAN RD				

There are 2 building description records attached to this parcel.

Improvement 1 (Primary)	
Year Built:	0

Timothy James Daigle, Jr. and Jeneé Michelle Daigle

15361 S. Swan Rd.
Gulfport, MS 39503

March 7, 2022

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

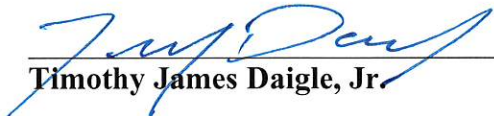
RE: **Agent Letter for Timothy James Daigle, Jr. and Jeneé Michelle Daigle**
Tax Parcel No.: 0807E-01-001-000
15361 S. Swan Rd., Gulfport, Mississippi 39503

To Whom It May Concern:

Please allow this letter to serve as official notice that *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **Timothy James Daigle, Jr. and Jeneé Michelle Daigle** in any Planning Commission or City Council matters.

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

Sincerely,



Timothy James Daigle, Jr.



Jeneé Michelle Daigle



Notary

My Commission Expires:

7/26/25



Timothy James Daigle, Jr. and Jenee Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction afrosaid, the within named Timothy James Daigle, Jr. and Jenee Michelle Daiglewho, after being by me forst duly sworn, stated the following:

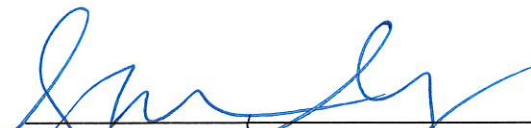
1. That there are no restrictive covenants prohibiting the resubidivision of the property located on Parcel No. 0807E-01-001.000.

Respectfully submitted:

By: 
Timothy James Daigle, Jr.

By: 
Jenee Michelle Daigle

SWORN AND SUBSCRIBED before me, this the 8th day of March 2022.


Notary Public

My Commission Expires:



SUPPLEMENTAL INFORMATION for RE-ZONING from R-1-15 to I-2

**Located 15361 S. Swan Rd., 2,500+/- FT. East of Highway No. 49
City of Gulfport, First Judicial District of Harrison County, Mississippi**

Tax Parcel No's: 0807E-01-001.000

1. Interest:

The official names and addresses of the applicants for this application are as follows:

Timothy James Daigle, Jr. & Jeneé Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503
(228) 216-8075

The official name and address of the applicant's agent for this application is as follows:

Heinrich & Associates, LLC
1806 23rd Ave., Ste B
Gulfport, MS 39501
228-896-6768

The subject property is currently zoned R-1-15 per the Official Zoning Map of the City of Gulfport. It is generally located on S. Swan Rd. 2,500+/- FT. East of Highway 49. The request involves re-zoning proposed Parcel A from R-1-10 to I-2 which will allow for a new commercial parcel.

Primary access will be provided from S. Swan Rd. The proposed project will generate additional tax base for the City of Gulfport, Harrison County and Harrison County Schools.

All infrastructure to provide water, sewer, and drainage surrounds the property. Also, there will also be a minimal increase in sewer flows and water usage. There will be no adverse utility impacts on existing customers or adjoining properties.

2. Change in Conditions:

The applicant is proposing to rezone a 13.72 +/- acre parcel of land. The subject property is adjacent to a I-2 parcel. The application is requesting to rezone the property to expand his personal business. Therefore, the proposed zoning is requested because the area is adjacent to an existing Industrial use.

3. Increase in Need for Sites:

As stated above, the subject property is in a location where I-2 zoning is already established. This parcel is within a high growth area for industrial use.

4. Development Schedule:

The proposed development schedule is to begin construction immediately after the final plat has been recorded in the Harrison County Courthouse. The applicant proposes to begin within 1 month of City Council approval.

The above schedule is based on normal permitting procedures and reasonable weather conditions. The schedule could be set back by delays due to adverse weather conditions.

5. Effects of Amendment:

The proposed zoning will be consistent with the surrounding neighborhood. If granted, this zoning change will have no effect to the area.

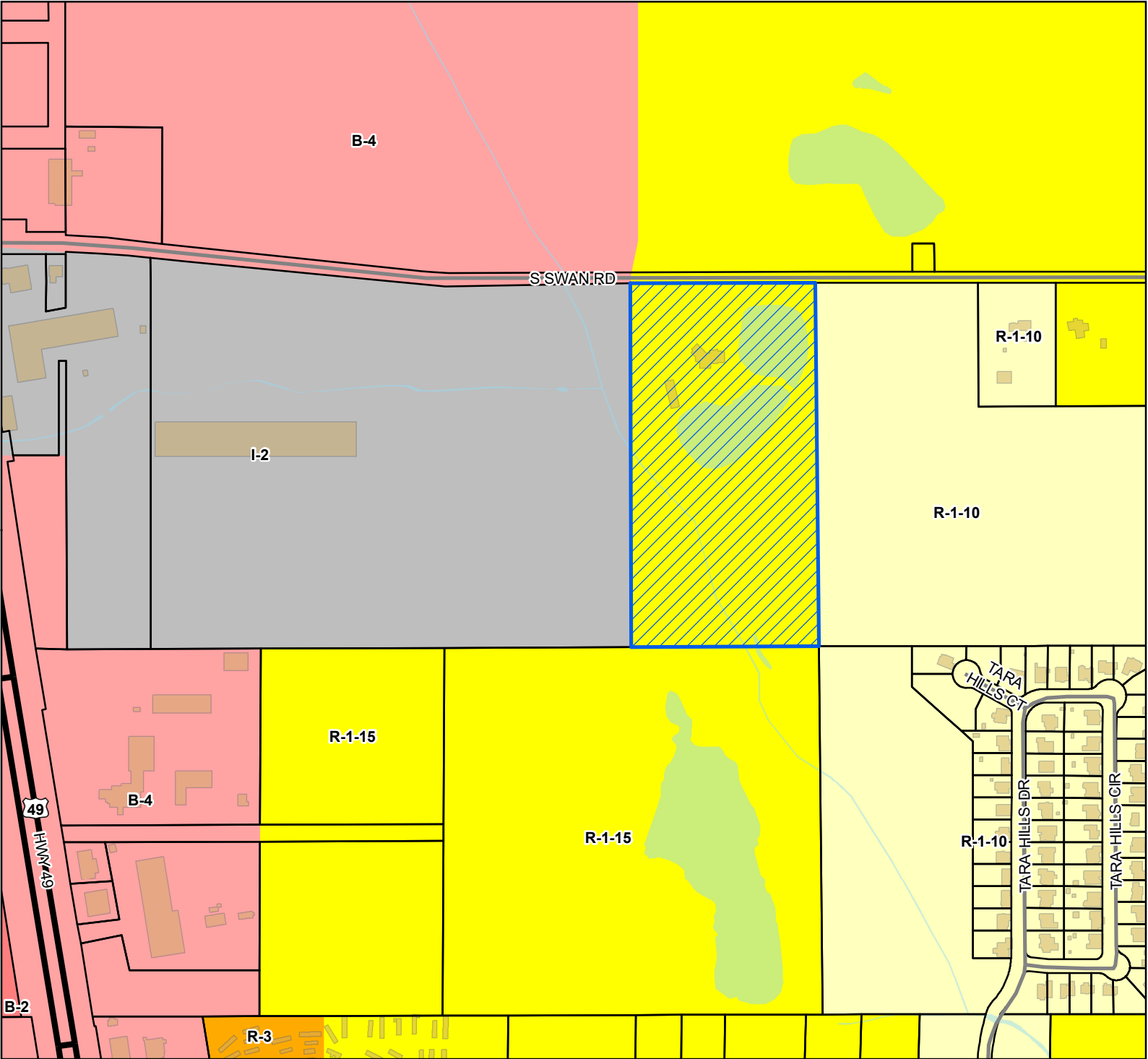
6. Error:

This request is not due to an error.

7. Site Plan:

A site plan has been submitted with this application and will be presented at the City meetings.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
56317	0807E-01-001.000	DAIGLE TIMOTHY JAMES JR & JENEE MIC	15361 S SWAN RD	GULFPORT	MS	39503	
Adjacent Property Owners							
56328	0807F-01-005.000	BENEFIELD JONATHAN BLAKE	11080 BAYOU BERNARD	GULFPORT	MS	39503	
91425	0807E-01-002.000	CBH PROPERTIES LLC C/O KEITH HUBER COR	P O BOX 3368	GULFPORT	MS	39505	
91423	0807D-01-001.000	DAY DRUG CO INC	P O BOX 247	GULFPORT	MS	39502	
98441	0807E-01-011.000	GILCHRIST ROBERT A ETAL C/O T L JAMES &	P O BOX 1260	RUSTON	LA	71273	
56326	0807F-01-004.000	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503	



Site

US or State Highway

Street

Parcels

Buildings

Water Features

Zoning

- B-2 - General Business District
- B-4 - Highway Business District
- I-2 - Heavy Industry District
- R-1-10 - Single Family Residence (Low Density)
- R-1-15 - Single Family Residence District (Low Density)
- R-3 - General Residence (High Density)

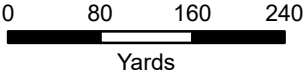
Site Information

0807E-01-001.000

Zoning: R-1-15 (Single-family)

Size: 20.19 acres

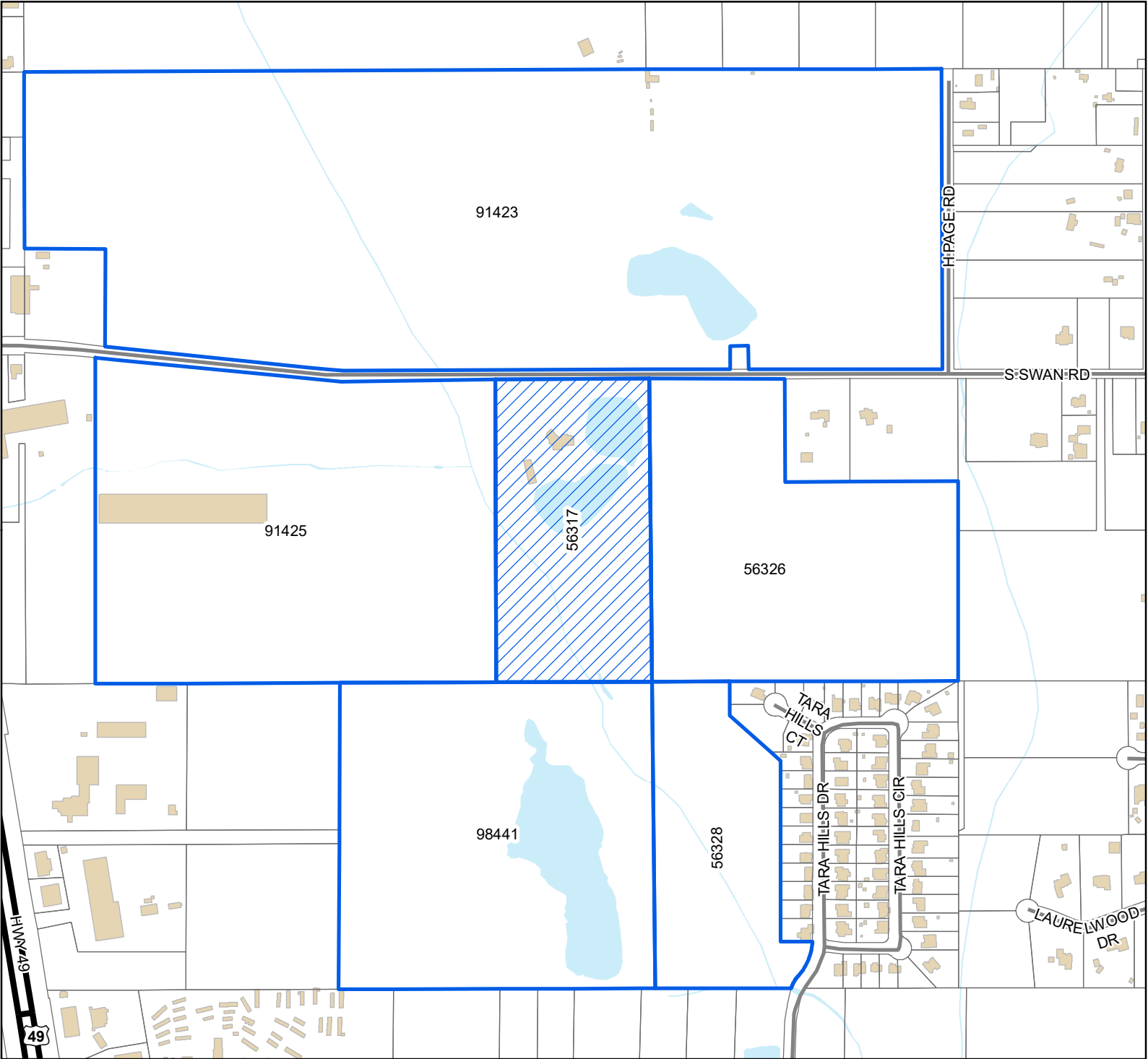
Flood: X



1 inch = 500 feet

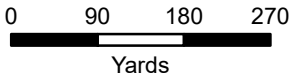


DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on 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.



Legend

- Site
- Adjacent Properties
- US or State Highway
- 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.

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**Order Number:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

CITY OF GULFPORT PLANNING COMMISSION

2204PC073

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR. (Recused)
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 15. Zoning Map Amendment 2204PC073

2 MR. DUCKWORTH: Zoning Map Amendment
3 2204PC073 has been duly and timely noticed as required by
4 law. The applicant requests to rezone from R-1-15 to I-2
5 15361 South Swan Road. A copy of the packet considered is
6 hereby offered to the record.

7 MR. WILLIAMS: Thank you.

8 Mr. Heinrich.

9 MR. HEINRICH: Bobby Heinrich, 1806 23rd
10 Avenue, Gulfport.

11 And this goes along with the previous case.
12 And as I said, it's adjacent to I-2 zoning. And the Parcel
13 A would be rezoned, and it would be a continuation of the
14 I-2 zoning. So we're not really split zoning or spot zoning
15 or anything like that. It's the zoning we need for this
16 business.

17 So I'm here to answer any questions.

18 MR. WILLIAMS: Any questions?

19 MR. HEWES: Just real quick. You said Parcel
20 A, so we just voted on a subdivision. This Parcel A, does
21 this rezoning consist of both A and B?

22 MR. HEINRICH: Just A. The Parcel B will
23 remain the R-15 zoning. That's his home residence.

24 MR. HEWES: Parcel A is going to be on the
25 south tract.

1 MR. HEINRICH: Yeah, you can see it right
2 there.

3 The house is just below where it says Parcel
4 B. That's their main, that's their home. And the Parcel A
5 is adjacent to the existing zoning.

6 MR. HEWES: Zoning to the west is industrial.
7 What zoning to the south?

8 MR. HEINRICH: Put the other map back up,
9 Greg, please.

10 It's R-15, as well, R-1-15.

11 MR. HEWES: Just out of curiosity, what is
12 the business that it needs industrial?

13 MR. HEINRICH: It's storage or storing some
14 trailers there, storage trailers, that will be there for a
15 short period of time, and then as they are sold, they get
16 taken off. But he needs a place to store them.

17 MR. SELLERS: I gotcha.

18 MR. SELLERS: Just for reference, too, that's
19 the Keith Huber facility to the west, is that correct?

20 MR. HEINRICH: That's right.

21 MR. WILLIAMS: All right. Any other
22 questions?

23 MR. HEWES: I've got a question for the
24 staff. Is industrial zoning, is that the lowest you can get
25 for this type of storage, for this type use?

1 MR. HOLMES: I think for what he's trying to
2 do, yes.

3 MR. HEWES: Thank you.

4 MR. WILLIAMS: And I will say that the proper
5 thing to do since his other property and the one that's
6 abutting it is industrial property, it would probably be
7 best to keep it that way, and certainly see your
8 transitioning zone is what you're looking for, yeah.

9 Any other questions? Doug?

10 MR. HANCOCK: I'll just point out that the
11 packet says it's a request to rezone the entire, both of the
12 new parcels, the way I read it, not just -- he's saying he
13 wants to rezone just one of the two new parcels.

14 MR. HOLMES: Yes. It should be Parcel A.
15 Parcel B should remain R-1-15 to keep it residential.

16 MR. HEINRICH: I'd like to say that for the
17 record. Just Parcel A would be rezoned to I-2.

18 MR. WILLIAMS: Yeah. And I'm going to ask
19 the commissioner when he makes the motion, when he or she
20 makes the motion, that they say rezoning Parcel A only just
21 for clarification.

22 MR. HEINRICH: Yes.

23 MR. WILLIAMS: All right. Any other
24 questions?

25 Thank you, Bobby.

1 Anyone else here to speak for the request?

2 Anyone here to speak against the request or
3 have any questions?

4 All right. Commissioners, can I get a
5 motion?

6 MR. HEWES: Mr. Chair, I move we approve Case
7 File Number 2204PC073 with the note that only Parcel A will
8 be reclassified as I-2, the other will remain R-1-15.

9 MR. WILLIAMS: Got a motion to approve with
10 only Parcel A being rezoned. Do I have a second?

11 MR. JONES: Second.

12 MR. WILLIAMS: Got a motion and a second.
13 Any further discussion? All those in favor signify by
14 saying aye. Any opposed?

15 All right. It's been approved. Thank you
16 all so much. Appreciate it.

17 (Unanimous vote.)

18

19

20

21

22

23

24

25

2204PC073

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 5 pages constitute a true and correct transcription of said hearing held on the 28th day of April 2022.

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 9th day of May 2022.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-1-15 (SINGLE-FAMILY) DISTRICT TO I-2 (HEAVY INDUSTRY) 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 0807E-01-001.000, which is generally described as being located North of Duckworth Road, South of and adjacent to South Swan Road, East of Highway 49, and West of Country Wood Drive, should be rezoned from its present classification of R-1-15 (Single-family) District to I-2 (Heavy industry) District. The Case File Number is 2204PC073; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of R-1-15 (Single-family) District to I-2 (Heavy industry) District.**

Ad valorem tax parcel number 0807E-01-001.000 is legally described as:

A parcel situated in the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod, thence N 89°45'36" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence S 89°56'24" W 50.00 feet to an iron rod, then S 00°27'33" W 1312.82 feet to an iron rod, thence N 89°51'43" E 676.31 feet to the Point of Beginning.

Said parcel contains 597787 square feet or 13.72 acres. Bearings based on GPS observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated February 8, 2022.

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: Upon passage by a unanimous vote of all members of the governing body, this ordinance shall be in full force and effect immediately upon passage due to the following:

_____. For failure to be adopted by unanimous vote of all members of the governing body, this Ordinance shall otherwise be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 0807E-01-001.000 from its present zoning classification of R-1-15 (Single-family) district to I-2 (Heavy industry) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 7, 2022

Re: Zoning Map Amendment 2204PC079:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 26, 2022

Re: Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family) Ward 3

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: Mr. Sellers

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Frank Lombardi

Speaking against the Petition: None

On April 28, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 7, 2022

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2204PC079

Hearing Date: April 28, 2022

Current Zoning/Use: B-1/Single-family residence

Legal: Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

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 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.

The applicant requests to rezone approximately 16,500 square feet of property from B-1 (Neighborhood business) to an R-O (Residence-office) zone. Currently, the property is being used for single-family dwellings. The current zoning does not allow for this use or the expansion of it; single-family homes are considered a nonconforming use in a B-1 zoning district.

According to the City's 2002 Comprehensive Plan, this area was intended to become commercial in the future land use plan; specifically meaning, the existing use of a single-family dwelling was intended to leave the area.

The applicant has chosen changing character of neighborhood as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. Need is addressed by the applicant as this neighborhood overtime has seen businesses move out creating a zoning district that represents more residential aesthetics rather than

Technical Report

Zoning Map Amendment

business. Applicant mentions the recent affordability in building materials which will allow them to renovate their home after recent hurricane damage.

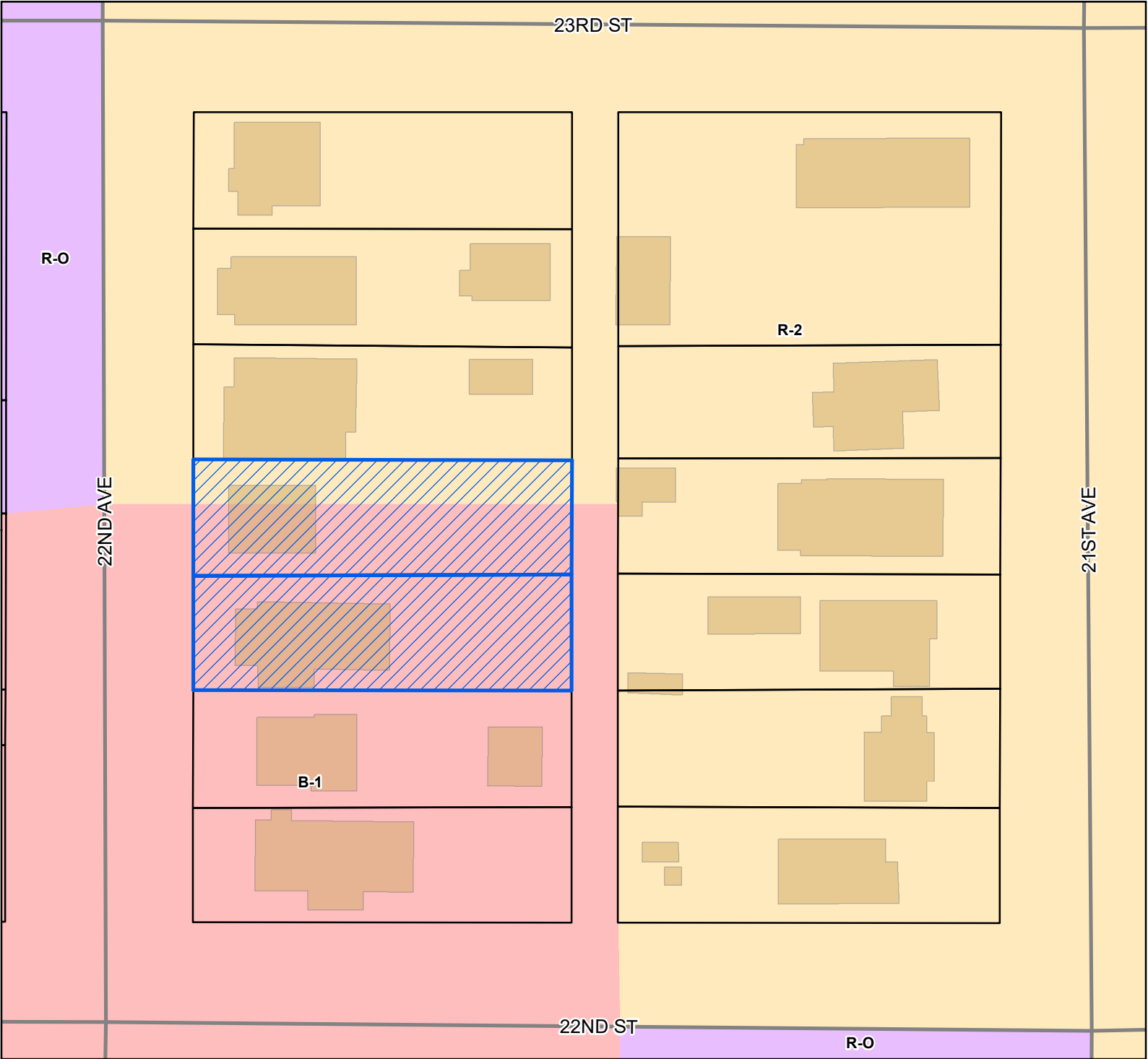
EXECUTIVE SUMMARY

The future plan of the City's growth indicated that continuing this residential use was not in the future. The surrounding neighborhoods remained residential while the area in question was zoned to commercial for future economic development and commerce within the City of Gulfport; after 20 years with the City of Gulfport's Comprehensive Plan, no businesses have moved into the immediate neighborhood, thus, creating an aesthetic of a residential neighborhood opposed to commercial. By designating these parcels an R-O zoning district, there is still opportunity for a mixed-use neighborhood; in fact, this zoning designation allows for more mixed use in the area opposed to strictly residential or commercial zoning. The mapping color for the zoning district in question is unclear or undecipherable, again, allowing for both residential and commercial uses in this district; although the surrounding area is seemingly mixed use, approving this would negate many of the principles for which zoning regulations are intended. Furthermore, the city should enforce its current regulations and require the nonconforming use to not be expanded upon.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department



Legend

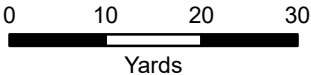
- Site
- Street
- Parcels
- Buildings

Zoning

- B-1 - Neighborhood Business District
- R-2 - Single Family Residence District (Medium Density)
- R-O - Residence-Office

Site Information

0811C-02-038.000
Zoning: B-1 (Neighborhood-business District)
Size: 8,148 square feet
Flood: X



1 inch = 60 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 ZONING MAP
AMENDMENT/LAND USE
RECLASSIFICATION (SMARTCODE)**

Property Information

TAX PARCEL #

0	8	1	1	C

 -

0	2

 -

0	3	8

 .

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 2208 22ND AVENUE GULFPORT, MS

Lot(s) 19 (220), Block(s) 77, Subdivision GULFPORT CITY

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

REZONE FROM B-1 TO R-O

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

FRANK LOMBARDI

Printed Name Of Owner

156 MIRAMAR AVENUE

Mailing Address

Biloxi, MS 39530

City

State

Zip code

228-254-9110

Home Phone

Work/Cell Phone

Email

FRANK.LOMBARDI@COG.UT

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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



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

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

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

NAME OF OWNER (PRINT)

FRANK A. LOUBART

ADDRESS (STREET, CITY, STATE, ZIP CODE)

2208 22nd AVE - G.P. MS

PHONE # (H)

228-254-9110 (W)

TAX PARCEL NUMBER(S) OWNED

0811C-02-038.000

SIGNATURE:

[Signature]

NAME OF OWNER (PRINT)

TIMOTHY BENSON

ADDRESS (STREET, CITY, STATE, ZIP CODE)

2208 22nd AVE G.P. MS

PHONE # (H)

504-616-1425 (W)

TAX PARCEL NUMBER(S) OWNED

0811C-02-038.000

SIGNATURE:

[Signature]

NAME OF OWNER (PRINT)

James E. Ladner

ADDRESS (STREET, CITY, STATE, ZIP CODE)

2212 22nd Ave - Gulfport, MS - 39501

PHONE # (H)

228 865 0453 (W) 228 860 7149

TAX PARCEL NUMBER(S) OWNED

0811C-02-039.000

SIGNATURE:

James E. Ladner

(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:

FRANK A. LOUBART

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) Doris A. Ladner
ADDRESS (STREET, CITY, STATE, ZIP CODE) 2212 22nd Ave Gulfport, Ms 39501
PHONE # (H) 228 865 0453 (W) _____

TAX PARCEL NUMBER(S) OWNED 08116-02-039.000

SIGNATURE: Doris A. Ladner

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: _____



Designation of Agent

I, James E Ladner, being owner of the property 2212 22nd Avenue
PRINT NAME PRIMARY ADDRESS OF PARCEL
which is the subject of this application hereby authorize FRANK LOUBARDI 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.

James E. Ladner
Signature

2-22-22
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 22nd day of February, 2022

Matilda Welch
Notary Public



To Whom It May Concern:

Regarding the re-zoning request/application for the property located at 2208 22nd Avenue, Gulfport:

Interest(s):

Frank A Lombardi (owner)
156 Miramar Ave
Biloxi, MS 39530

Timothy Benson (owner)
156 Miramar Ave
Biloxi, MS 39530

Development Schedule:

Upon re-zoning application approval, it is estimated that the renovation of the property would take approximately 3-4 months, barring any unforeseen circumstances.

Effect of Amendment:

Re-zoning would allow future owners to use the property as residential or commercial.

CURRENTLY ZONED COMMERCIAL, HOWEVER THE CHARACTER
OF THE NEIGHBORHOOD HAS CHANGED, BUSINESSES HAVE
MOVED TO OUTLYING HIGHWAY AREAS, WITH RECENT
HURRICANE DAMAGE ~~AND~~ + THE RISING COST OF MATERIALS
~~RETAILERS~~ DEVELOPMENT OF SUBDIVISION IS SLOWED
MAKING EXISTING HOME RENOVATIONS MORE AFFORDABLE
FOR HOME BUYERS.

Prepared by:
Melissa Nunley Reso
Attorney at Law, MS Bar No. 101506
2318 Pass Road, Unit 3
Biloxi, Mississippi 39531
228-207-0484

Return to:
Team Title, LLC
2318 Pass Road, Unit 3
Biloxi, Mississippi 39531
228-207-0484

File #: 21-4050-MS

Indexing Instructions: EXEMPT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
1ST 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 considerations, the receipt and sufficiency of which are hereby acknowledged, we,

Michael Austin (Grantor)	and	Carla Cascio (Grantor)
195 E. Rodeo Road		154 Apple Blossom Drive
Casa Grande, AZ 85122		Brandon, MS 39047
(228) 328-8630		(601) 606-1546

do hereby sell, convey, bargain and warrant to

Frank A. Lombardi and Timothy B. Benson (Grantees)
2623 St. Ann Street
New Orleans, LA 70119
(228) 254-9110

As joint tenants with full rights of survivorship and not as tenants in common, the following described real property situated and located in the First Judicial District of Harrison County, State of Mississippi, more particularly and certainly described as:

Lots Nineteen (19) and Twenty (20), Block Seventy-Seven (77), Original Gulfport as per plat of said Original Gulfport, according to the map or plat thereof on file and of record in the office of the Chancery Court Clerk of the First Judicial District of Harrison County, Mississippi, together with all improvements thereon situated and all rights and appurtenances thereunto belonging, or in any wise appertaining.

Being all the property obtained by Grantors under Quitclaim Deed dated March 17, 2010, and filed for record on March 17, 2010, in the office of the Chancery Clerk of the First Judicial District of Harrison County as Instrument #2010 1723 D-J1.

The conveyance herein is subject to all easements, roadways, servitudes, restrictive covenants and oil, gas and other mineral reservations, exceptions, conveyances and leases of record or obvious on reasonable inspection of the subject property.

If bounded by water, the warranty granted herein shall not extend to any part of the above described property which is tideland or coastal wetland as defined in the Mississippi Coastal Wetlands Protection Act and this conveyance includes any natural accretion and is subject to erosion due to the action of the elements.

The property is no part of the homestead of the Grantors herein.

The parties agree that the Ad Valorem taxes for 2022 tax year are being prorated as of this day and are assumed by the Grantees herein.

WITNESS our signatures, this the 19th day of January, 2022.

GRANTOR:


Michael Austin

STATE OF ARIZONA

COUNTY OF Maricopa

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19 day of January, 2022, within my jurisdiction, the within named **Michael Austin** acknowledged that he executed the above foregoing instrument on the day and year herein indicated.


Notary Public
My Commission expires: 08/07/2023



GRANTOR:

Carla O. Cascio
Carla Cascio

STATE OF MISSISSIPPI

COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19 day of **January, 2022**, within my jurisdiction, the within named **Carla Cascio** acknowledged that she executed the above foregoing instrument on the day and year herein indicated.

Sonya R. Terry
Notary Public
My Commission expires: 2 May 2025



TAX NOTICES: Grantees are responsible for the property taxes.

This Instrument Prepared By
JONES, JONES & JONES, P.A., Attorneys
P.O. Box 4227
Gulfport, Mississippi 39502
Telephone (601) 864-8965

STATE OF MISSISSIPPI

COUNTY OF HARRISON

BOOK 1347 PAGE 280

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, JAMES DAVID KENDRICK and wife, LORI M. KENDRICK, 111 Dogwood Drive, Gulfport, MS. 39507, 601-896-8951, do hereby sell, convey and warrant unto JAMES EDWARD LADNER and wife, DORIS A. LADNER, 2212 22nd Avenue, Gulfport, MS. 39501, 601-865-4754, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lots Twenty-one (21) and Twenty-two (22), Block Seventy-seven (77), ORIGINAL GULFPORT, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 11 at Page 9 (Copy Book 4A at page 368) thereof, reference to which is hereby made in aid of and as a part of this description.

AS PART OF THE CONSIDERATION for this conveyance, the grantees by the acceptance of this Deed, assume and agree to pay, as and when due and payable, all amounts owing on the indebtedness secured by that certain Deed of Trust outstanding against said property dated June 30, 1986, in favor of CAMERON-BROWN COMPANY, the original mortgagee, as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Deed of Trust Book 1142 at Page 108 thereof, said Deed of Trust having been assigned to MidFirst Bank by Assignment dated June 30, 1995, and recorded in the office of the Chancery Clerk aforesaid in Deed of Trust Book 1644 at Page 328 thereof. The Grantees also hereby assume the obligations of Gregory A. McHugh and Tamara J. McHugh, the original borrowers, under the terms and conditions of the instruments creating the loan to indemnify the Federal Housing Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned.

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.

AD VALOREM TAXES for the current year have been pro-rated and are hereby assumed by the Grantees herein.

ANY AND ALL ESCROW FUNDS now held by CAMERON-BROWN COMPANY and/or MidFirst Bank in connection with the above loan are hereby transferred and assigned unto the Grantees herein.

A VENDOR'S LIEN is hereby reserved by the Grantors to assure the prompt and faithful performance of the conditions of the Note and Deed of Trust hereinabove described. It is understood and agreed that proper cancellation and satisfaction of said Deed of Trust of record shall constitute full cancellation and satisfaction of the within Vendor's Lien.

WITNESS OUR SIGNATURES, on this the 27th day of August, 1996.

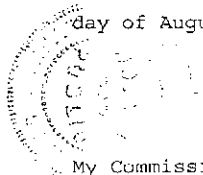
James David Kendrick
JAMES DAVID KENDRICK

Lori M. Kendrick
LORI M. KENDRICK

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, JAMES DAVID KENDRICK and wife, LORI M. KENDRICK, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of August, 1996.



My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 17, 1999

Sherry C. Cuevas
NOTARY PUBLIC

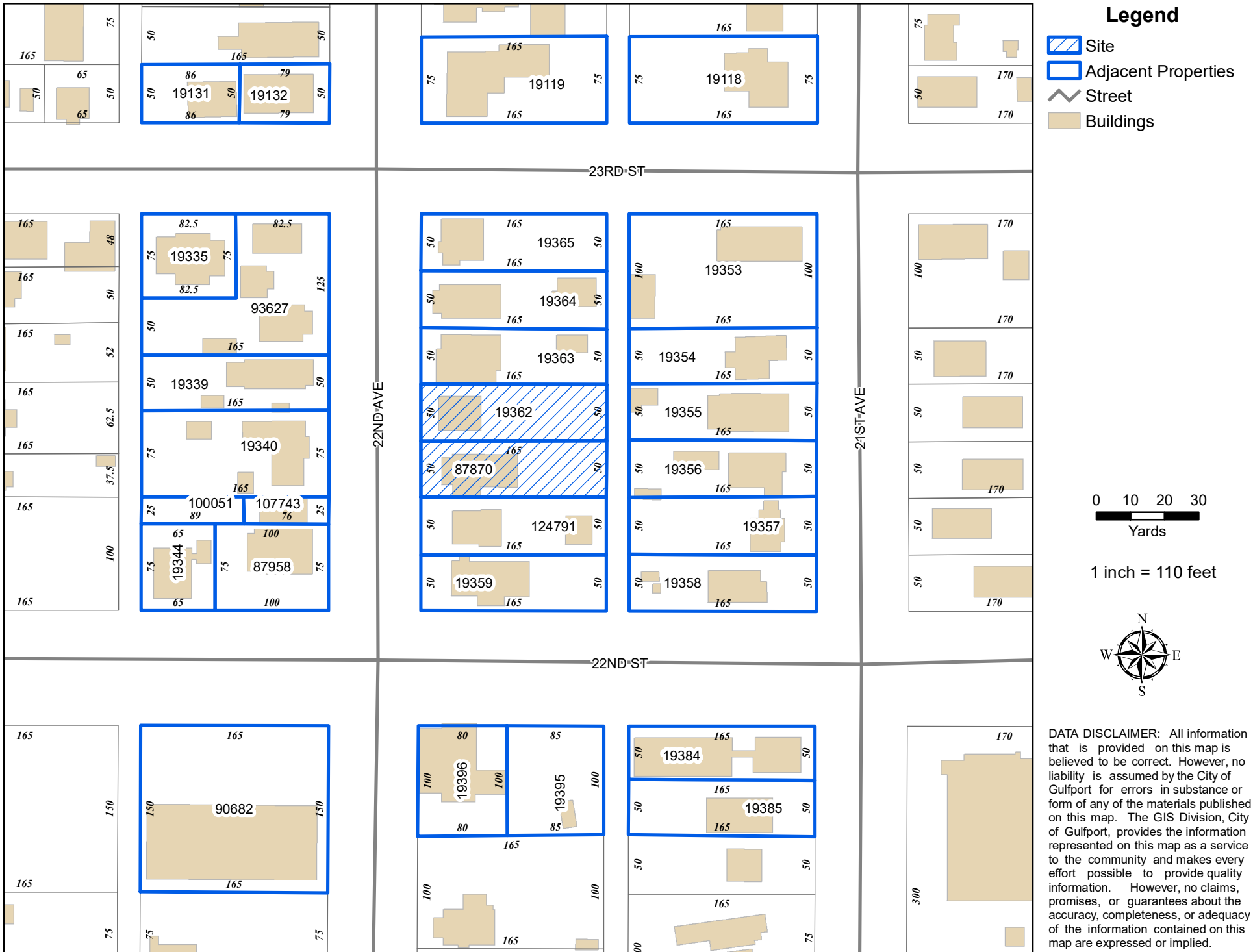
STATEMENT OF FEES	
Recording Fee	\$6.00
Abstracting/Section Fee at \$1.00 each	100
Marginal Entry at 50 each	—
Other	—
TOTAL FEES COLLECTED	700

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 41 minutes P M. on 5th day of Sept, A.D. 19 96 and recorded Sept 6, 19 96 in Records of Deeds Book 1347 Pages 280-281
By John McAdams Chancery Clerk
6616 Cindy W. W. D.C.

2204PC079

Zoning Map Amendment



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	19362	0811C-02-039.000	LADNER JAMES & DORIS (OWNER)	2212 22ND AVE	GULFPORT	MS	39501
			FRANK LOMBARDI & TIM BENSON				
	87870	0811C-02-038.000	(OWNER)	2208 22ND AVE	GULFPORT	MS	39501
N	87871	0811C-02-038.000	FRANK LOMBARDI (AGENT)	156 MIRAMAR AVE	BILOXI	MS	39530
			Adjacent Property Owners				
	19385	0811F-01-031.000	BROUSSARD JONES TRUST	1003 WANDA PL	GULFPORT	MS	39501
	19355	0811C-02-033.000	CHATMAN AUDREY B	2211 21ST AVE	GULFPORT	MS	39503
	19363	0811C-02-040.000	CORLEY EDDIE LEE	2218- 22ND AVENUE	GULFPORT	MS	39501
	19356	0811C-02-034.000	CROSS ALVIN -EST-	2209 21ST AVE	GULFPORT	MS	39501
	93627	0811C-03-013.000	HASTEN PATRICIA A	13164 TRAILWOOD DR	GULFPORT	MS	39503
	19335	0811C-03-014.000	HENDERSON CHRISTOPHER M	P O BOX 1635	GULFPORT	MS	39502
	19358	0811C-02-036.000	INGRAM KAREN IRENE	2201 21ST AVE	GULFPORT	MS	39501
	87958	0811C-03-018.000	JAC HOLDINGS LLC	19157 CHAMPION CIRCLE	GULFPORT	MS	39501
	19357	0811C-02-035.000	KOPTYRA MICHAEL J & OLGA V	P O BOX 3733	GULFPORT	MS	39505
				1605 23RD AVE C/O DAVID W JONES			
	100051	0811C-03-018.001	LEX E MOHON SR REVOCABLE TRUST	TRUSTEE	GULFPORT	MS	39501
	19359	0811C-02-037.000	MCHUGH RYAN & KRISTIE L	2601 KELLY AVE	GULFPORT	MS	39501
	107743	0811C-03-018.002	MCNEILL LEZLIE & SIMMONS STACY	227 22ND AVE	GULFPORT	MS	39501
	19119	0811C-02-042.000	NESBITT JIMMY W & KATHERINE WALKER	2300 22ND AVE	GULFPORT	MS	39501
	19353	0811C-02-031.000	POWELL M CHANNING & LORI H	2221 21ST AVE	GULFPORT	MS	39501
N	19118	0811C-02-030.000	POWELL MICHAEL CHANNING & LORI H	2221 21ST AVE	GULFPORT	MS	39501
N	19354	0811C-02-032.000	POWELL MICHAEL CHANNING & LORI R	2221 21ST AVE	GULFPORT	MS	39501
	19340	0811C-03-017.000	PURCHNER RONALD & TERESA	2211 22ND AVE	GULFPORT	MS	39501
N	124791	0811C-02-038.001	PURCHNER RONALD & TERESA	2211 22ND AVE	GULFPORT	MS	39501
	19339	0811C-03-016.000	PURCHNER TYLER	2215 22ND AVE	GULFPORT	MS	39501
	19364	0811C-02-041.001	RIVERBEND GULFPORT LLC	11839 SLEEPING DEER	SAUCIER	MS	39574
	19365	0811C-02-041.000	RUNKEL MEGAN	2224 22ND AVE	GULFPORT	MS	39501
	19384	0811F-01-030.000	SABRINA L KEYS LLC	8366 LOUISIANA AVE	GULFPORT	MS	39503
	19344	0811C-03-019.000	SHERMAN RANDI & BERENS MARK	6520 PLATT AVE #307	WEST HILLS	CA	91307
	19395	0811F-01-063.000	STATE OF MISS 6/8/2020	P O BOX 136	JACKSON	MS	39205
	19131	0811C-03-011.000	SWETMAN PROPERTIES LLC	1987 BAYSIDE DR	BILOXI	MS	39532
	19132	0811C-03-012.000	WILLIAMS JAMES	2010 22ND AVE	GULFPORT	MS	39501
	19396	0811F-01-064.000	WILLIAMS JAMES	2111 22ND ST	GULFPORT	MS	39501
	90682	0811F-01-065.000	WORD OF FAITH CHRISTIAN CENTER HATT	2111 COUNTRY CLUB ROAD	HATTIESBURG	MS	39401

RE: Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), 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 28, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, April 28, 2022**. 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. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

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**Order Number:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

CITY OF GULFPORT PLANNING COMMISSION

2204PC079

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 20. Zoning Map Amendment 2204C079

2 MR. DUCKWORTH: Zoning Map Amendment
3 2204PC079 has been duly and timely noticed as required by
4 law. The applicant requests to rezone from B-1 to R-O 2208
5 and 2212 22nd Avenue zoned B-1 and R-2. A copy of the
6 packet considered is hereby offered to the record.

7 MR. WILLIAMS: Someone here to speak for the
8 case? Yes, sir.

9 MR. LOMBARDI: Frank Lombardi, 2208 22nd
10 Avenue.

11 We purchased this property not knowing what
12 it was zoned for. We went for permitting, and we want to do
13 a remodel on the building, and then they told us we had to
14 change our zoning in order to do that.

15 MR. WILLIAMS: Okay. And I'm sure everybody
16 else followed this, but just for clarification, you're
17 requesting to go from B-1 to R-O, and the property right now
18 is zoned B-1 and R-2?

19 MR. LOMBARDI: No.

20 MR. WILLIAMS: Greg, am I looking at that
21 right? The zoning is B-1 and R-2?

22 MR. HOLMES: Yes. Yes, sir.

23 MR. WILLIAMS: All right. So he's requesting
24 rezoning from B-1 to R-O. So is that taking the B-1 and the
25 R-2 going to R-O?

1 MR. HOLMES: That's correct.

2 MR. WILLIAMS: Okay. I apologize if
3 everybody else followed that.

4 MR. LOMBARDI: It's a little confusing --

5 MR. WILLIAMS: So did you follow me?

6 MR. LOMBARDI: -- especially the one next
7 door. See, the zoning runs halfway down his house.

8 MR. WILLIAMS: All right. Any questions of
9 the applicant or me since I probably confused you all?

10 MR. HEWES: I've got a question. You said
11 the one next door running through his house.

12 MR. LOMBARDI: Yes.

13 MR. HEWES: That is showing as what's part of
14 the case here. There are two properties on the case. Am I
15 correct there, Greg?

16 MR. LOMBARDI: There's two, yes.

17 MR. HEWES: Okay. So that's your property
18 that's running through the middle --

19 MR. LOMBARDI: To the right.

20 MR. HEWES: To the north, yeah.

21 MR. LOMBARDI: Uh-huh.

22 MR. HEWES: Thank you. I just wanted to make
23 sure we were clear on the line.

24 MR. WILLIAMS: Any other questions,
25 Commissioners?

1 MR. HANCOCK: It's really for the staff.

2 I guess this creates a spot zone, am I
3 correct? It will still be surrounded by -- or does the line
4 come all the way out to the street?

5 MR. HOLMES: The line comes all the way out
6 to the street.

7 MR. HANCOCK: Okay.

8 MR. WILLIAMS: Other questions?

9 Thank you, sir. If something comes up, we'll
10 bring you back up. Appreciate it.

11 MR. LOMBARDI: Thank you.

12 MR. WILLIAMS: Thanks for helping get it
13 straightened out.

14 Anyone else here to speak for this request?

15 Anyone here to speak against the request or
16 have questions?

17 Commissioners, any further questions,
18 discussion? Or a motion, please.

19 MR. HEWES: Mr. Chair, I move we approve Case
20 2204PC079 with any applicable conditions.

21 MR. WILLIAMS: I have a motion to approve
22 with any conditions. Do I have a second?

23 MR. SELLERS: Second.

24 MR. WILLIAMS: We've got a motion to approve
25 and a second. Any further discussion? If not, all those in

1 favor signify by saying aye. Any opposed?

2 All right. It's been approved. Good luck.

3 Thank you.

4 (Unanimous vote.)

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1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION.

2

3 2204PC079

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COURT REPORTER'S CERTIFICATE

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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 5 pages constitute a true and correct transcription of said hearing held on the 28th day of April 2022.

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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.

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NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

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 _____, 2022, 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 B-1 (NEIGHBORHOOD BUSINESS) DISTRICT AND R-2 (SINGLE-FAMILY) TO AN R-O (RESIDENCE-OFFICE) 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 0811C-02-038.000 & 0811C-02-039.000, which is generally described as being located North of 22nd Street, South of 23rd Street, East of and adjacent to 22nd Avenue, and West of 21st Avenue, should be rezoned from its present classification of B-1 (Neighborhood Business) and R-2 (Single-family) District to R-O (Residence-Office) District. The Case File Number is 2204PC079; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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 B-1 (Neighborhood Business) and R-2 (Single-family) District to R-O (Residence-Office) District.**

Ad valorem tax parcel number 0811C-02-038.000 is legally described as:

Lots Nineteen (19) and Twenty (20), Block Seventy-Seven (77), Original Gulfport as per plat of said Original Gulfport, according to the map or plat thereof on file and of record in the office of the Chancery Court Clerk of the First Judicial District of Harrison County, Mississippi, together with all improvements thereon situated and all rights and appurtenances thereunto belonging, or in any wise appertaining.

Being all the property obtained by Grantors under Quitclaim Deed dated March 17, 2010, and filed for record on March 17, 2010, in the office of the Chancery Clerk of the First Judicial District of Harrison County as Instrument #2010 1723 D-J1.

Ad valorem tax parcel number 0811C-02-039.000 is legally described as:

Lots Twenty-one (21) and Twenty-two (22), Block Seventy-seven (77), ORIGINAL GULFPORT, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 11 at page 9 (Copy Book 4A at page 368) thereof, reference to which is hereby made in aid of and as a part of this description.

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: Upon passage by a unanimous vote of all members of the governing body, this ordinance shall be in full force and effect immediately upon passage due to the following:

_____. For failure to be adopted by unanimous vote of all members of the governing body, this Ordinance shall otherwise be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 0811C-02-038.000 & 0811C-02-039.000 from its present zoning classification of B-1 (Neighborhood Business) district to R-2 (Single-family) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

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 _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING
ACCEPTANCE OF WATER METER ACCESS EASEMENT FROM 605 HOLDINGS,
LLC, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport has required 605 Holdings, LLC, to provide an easement for access for installation, maintenance and reading of water meters by the City on real property owned and recently developed by 605 Holdings, LLC, on Magnolia Street within the city limits of Gulfport; and

WHEREAS, the City's Legal Department prepared a proposed easement for execution by the authorized representative of 605 Holdings, LLC, and the same is attached hereto as Exhibit "A".

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

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

Section 2. That the City of Gulfport, by and through the City's Public Works and Legal Departments, be and it is hereby authorized to accept a Water Meter Access Easement from 605 Holdings, LLC, in substantially the form attached hereto as Exhibit "A" and to record the same in the land records of Harrison County, Mississippi, First Judicial District.

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 _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

INGRESS/EGRESS/ACCESS EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

605 HOLDINGS, LLC

1116 Cowan Road
 Gulfport, MS 39507

(____) _____

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for installation, maintenance and reading of water meters over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" and "B" attached.

Nothing in this easement shall be construed in any way to place any obligation on Grantee for installation or maintenance of any water line/pipe located on Grantor's property. As regards water lines/pipe on Grantor's property, Grantor shall be responsible for the installation and maintenance of the water service lines/pipe from the property line to the water meter and from the water meter to the structure.

INDEXING INSTRUCTIONS:

SE 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI

WITNESS MY SIGNATURE on this the ____ day of _____, 2022.

Brax K. Clark

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2022, Brax K. Clark, who, acknowledged to me that he is the duly authorized representative of 605 Holdings, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

(SEAL)

Exhibit "A"

WATER METER EASEMENT

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A CONCRETE MONUMENT FOUND ON THE SOUTH MARGIN OF MAGNOLIA STREET AND BEING 461.29 FEET EAST OF THE EAST MARGIN OF FORMER GULF STREET AND ALSO BEING THE NORTHEAST CORNER OF PROPERTY AS DESCRIBED IN DEED INSTRUMENT 2017-009191-D-J1 TO 605 HOLDINGS, LLC SAID POINT ALSO HAVING MS STATE PLANE COORDINATES(NAD 83) EAST ZONE OF NORTH 328520.37 AND EAST 923670.35; THENCE S 00°19'05" E 406.93 FEET TO A 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID PROPERTY TO 605 HOLDINGS, LLC; THENCE S 88°43'42" W 90.12 FEET TO A 1/2" REBAR FOUND; THENCE S 89°52'27" W 46.32 FEET TO A POINT; THENCE N 00°07'34" W 12.59 FEET TO THE SOUTH FACE OF A BUILDING; THENCE N 89°31'30" E 125.75 FEET ALONG SAID SOUTH FACE OF A BUILDING TO THE SOUTHEAST CORNER OF SAID BUILDING; THENCE N 00°24'16" W 241.31 FEET ALONG THE EAST FACE OF SAID BUILDING TO THE NORTHEAST CORNER OF SAID BUILDING; THENCE S 89°33'13" W 4.00 FEET ALONG THE NORTH FACE OF SAID BUILDING TO A POINT; THENCE N 00°19'05" W 154.05 FEET TO A POINT ON THE SOUTH MARGIN OF MAGNOLIA STREET; THENCE N 89°42'28" E 15.00 FEET ALONG SAID SOUTH MARGIN OF MAGNOLIA STREET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 6,615 SQUARE FEET, MORE OR LESS.

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 _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE AND APPOINT MISSISSIPPI MUNICIPAL LEAGUE 2022 VOTING
DELEGATES FOR THE CITY OF GULFPORT, AND FOR RELATED PURPOSES**

WHEREAS, the Mississippi Municipal League by-laws provide for a ballot election, conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President; and

WHEREAS, in accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2022 Mississippi Municipal League election to be held at the annual convention on June 28th with a run-off (if necessary) on June 29, 2022, are as follows:

Voting Delegate: Mayor Billy Hewes

First Alternate: Councilman Ron Roland

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, in accordance with the by-laws of the Mississippi Municipal League, the voting delegate(s) for the City of Gulfport for the 2022 Mississippi Municipal League election to be held at the annual convention on June 27-29, 2022, are as follows:

Voting Delegate: Mayor Billy Hewes

First Alternate: Councilman Ron Roland

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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2022.

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 ____, 2022, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL AGREEING TO
TERMINATION OF LEASE WITH THE LIGHTHOUSE FOR THE BLIND IN NEW
ORLEANS, INC., AND FOR RELATED PURPOSES**

WHEREAS, on November 27, 1984, the City of Gulfport entered into a Lease Agreement with Royal Maid Association for the Blind, Inc., to lease surplus municipal property situated in the City of Gulfport, Harrison County, State of Mississippi, located at described as follows:

All of Block 38 located between 34th Street and 35th Street, SUNFLOWER
SUBDIVISION, City of Gulfport, Harrison County, Mississippi.

WHEREAS, over the ensuing years, the lease was assigned and/or assumed by successor corporations and ultimately came to be held by The Lighthouse for the Blind in New Orleans, Inc. (hereinafter, "Lighthouse"), which has recently consolidated its footprint to be limited to the New Orleans/Baton Rouge area; and

WHEREAS, the said Lease Agreement, which provided for no rent payments to the City, was for an initial term of five (5) years, commencing on December 1, 1984, and ending on November 30, 1989, subject to twenty (20) renewal terms of five (5) years each, unless six (6) months prior to the expiration date of any renewal year, notice of termination is provided to the City of Gulfport; and

WHEREAS, Lighthouse has provided written notice to the City of its intent to vacate the property and have all utilities discontinued on or before July 31, 2022, and return the control of the property back over to the City on August 1, 2022 (see Exhibit "A" hereto); and

WHEREAS, notwithstanding the terminations provisions of the Lease Agreement, the City of Gulfport agrees to the termination of the Lease Agreement effective on August 1, 2022.

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 Lease Agreement between the City of Gulfport and The Lighthouse for the Blind in New Orleans, Inc., be and it is hereby terminated effective August 1, 2022.

SECTION 3. 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.

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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

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 _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AGREEMENT BETWEEN THE GULFPORT SCHOOL DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI, CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES (SCHOOL RESOURCE OFFICERS), AND FOR RELATED PURPOSES

WHEREAS, the Gulfport School District has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Gulfport School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Gulfport School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection “on such terms and for such reimbursement as the school district and the entity may agree in their discretion”; and

WHEREAS, the Agreement between the Gulfport School District and the City of Gulfport, Mississippi, (hereinafter, “Agreement”) attached hereto as Exhibit “A” provides that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide seven (7) police officers and one (1) sergeant to the Gulfport School District, upon payment of certain fees from the Harrison School District to the City of Gulfport; and

WHEREAS, the Agreement 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 Agreement 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 the execution, delivery and performance under the Agreement are in the best interest of the City.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

COUNTY OF HARRISON

STATE OF MISSISSIPPI

**AGREEMENT BETWEEN THE GULFPORT SCHOOL DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI,
CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES**

WHEREAS, the Gulfport School district has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Gulfport School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Gulfport School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection "on such terms and for such reimbursement as the school district and the entity may agree in their discretion"; and

WHEREAS, the purpose of this Agreement is to provide that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide up to eight (8) police officers, which shall include one (1) Supervisor (Sergeant), to the Gulfport School District, upon payment of certain fees from the Gulfport School District to the City of Gulfport under the terms and conditions set forth in this Agreement.

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other as set forth herein, the Gulfport School District (GSD) and the City of Gulfport, Mississippi (City) (collectively, the Parties), (hereby acting by and through their respective Governing Authorities, agree as follows:

Section 1: Authority. The Parties agree that this Agreement is entered into pursuant to authority found at Miss. Code Ann. Section 21-19-49(2), as amended.

Section 2. Administration. This Agreement will be administered in accordance with the terms and conditions set forth herein by the Gulfport School District, under the direction of its Superintendent, and the City of Gulfport by and through its Police Department, under the Direction of its Mayor and Police Chief, all as more detailed in this Agreement.

Section 3. Law Enforcement Services. The City, by and through its police Department, shall provide up to eight (8) uniformed police officers, which shall include one (1) Supervisor (Sergeant), all certified as law enforcement officers by the Board on Law Enforcement Officers Standards and Training, who shall serve as School Resource Officers and said officers' uniforms shall bear the customary marking indicating that they are officers of the Gulfport Police Department. The Parties understand that the City will endeavor to provide the full number of officers provided for herein; however, the Parties also recognize that, from time to time, there may be instances where the City is not able to do so. The Services to be provided by the City, by and through its Police Department, to GSD under this Agreement shall include, but are not limited to, the following:

- A. Promote positive relationships with students.
- B. Perform duties of a law enforcement officer to address criminal misconduct on school property and events (i.e., shall be made aware of and handle all on-campus criminal activity).
- C. Assist with patrolling school grounds to help in preventing illegal entry onto school grounds.
- D. Work closely with school principal in the coordination of safety programs.
- E. The School Resource Officer (SRO) shall not utilize their police authority to serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

Section 4. Cost of Law Enforcement Services. The GSD shall pay to the City for the law enforcement services to be rendered under this Agreement an amount not to exceed \$441,512.86 annually, as more fully set forth in Exhibit "A". Two officers will be assigned to the high school, one officer will be assigned to each middle school and the remaining officers will provide response to the elementary schools. In addition, the GSD also agrees to pay for any overtime generated by sporting events or as requested by the Superintendent's or Principal's office. The Gulfport Police Department shall assess each school event to determine the amount of law enforcement officers to be present. The GSD understands and agrees that should a Gulfport police officer/supervisor assigned as a School Resource Officer (SRO) be promoted and/or receive any pay increase during the term of this Agreement, that such increase in pay shall be the responsibility of the GSD over and above the amount set forth above. The GSD further understands and agrees that should a police officer/supervisor assigned as an SRO be replaced by another qualified police officer/supervisor that holds a higher rank during the term of this Agreement, that such increase in pay shall be the responsibility of the GSD over and above the amount set forth above. Payments shall be made by the GSD to the City of Gulfport based on services rendered.

Section 5. Term of Agreement. This Agreement shall commence on October 1, 2022, and shall remain in full force for a period of one (1) year with an option of annual renewals upon the mutual agreement of both parties in writing, so long as the option is exercised by both parties prior to the termination of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notification to the other party.

Section 6. Amendment of this Agreement. This Agreement may be amended by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto, by and through the appropriate officials, do hereby set and subscribe their signature by and on behalf of the Gulfport School District and the City of Gulfport, Mississippi.

THIS THE ____ DAY OF _____, 2022.

CITY OF GULFPORT, MISSISSIPPI

BILLY HEWES, MAYOR

ATTEST:

Rashida Bell, CITY CLERK

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 _____, 2022, BILLY HEWES and RASHIDA BELL, who acknowledged before me that they are the duly elected Mayor and duly appointed City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

NOTARY PUBLIC

My Commission Expires:

WITNESS OUR SIGNATURES as duly authorized for and on behalf of the Gulfport School District on
the date indicated below.

THIS THE ____ DAY OF _____, 2022.
GULFPORT SCHOOL DISTRICT

_____, PRESIDENT
GULFPORT SCHOOL BOARD

ATTEST:

BOARD SECRETARY

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 _____, 2022, _____ and
_____, who acknowledged before me that they are the duly serving President and
Secretary of the Gulfport School Board, and that they did sign, execute and deliver the above and
foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and
in behalf of the Gulfport School Board, having been first duly authorized so to act by Resolution of the
Gulfport School Board.

NOTARY PUBLIC

My Commission Expires:

Gulfport Police Department
City of Gulfport Schools
October 1, 2022 - September 30, 2023

LINE ITEMS	7 OFFICERS	SGT. PAY	EXTRA EXPENSES	TOTAL EXPENSE FOR EVERYTHING
	26 pay periods			
Wages and Salary	357,000.00	57,000.00		\$ 414,000.00
Life Insurance	\$ 1,070.16	\$ 152.88		\$ 1,223.04
Health Insurance	\$ 48,670.44	\$ 6,952.92		\$ 55,623.36
Workers comp	\$ 12,192.41	\$ 1,938.00		\$ 14,130.41
FICA Taxes (7.65%)	\$ 27,310.50	\$ 4,360.50		\$ 31,671.00
State Retirement (17.4%)	\$ 62,118.00	\$ 9,918.00		\$ 72,036.00
				\$ -
	508,361.51	80,322.30		
	TOTAL AMOUNT			588,683.81
	WHAT THE SCHOOL WILL PAY 75%			441,512.86
	WHAT THE CITY WILL PAY 25%			147,170.95

COUNTY OF HARRISON

STATE OF MISSISSIPPI

**AGREEMENT BETWEEN THE HARRISON COUNTY SCHOOL DISTRICT AND THE CITY OF GULFPORT,
MISSISSIPPI, CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES**

WHEREAS, the Harrison County School district has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Harrison County School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Harrison County School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection "on such terms and for such reimbursement as the school district and the entity may agree in their discretion"; and

WHEREAS, the purpose of this Agreement is to provide that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide up to five (5) police officers, which shall include one (1) Supervisor (Sergeant), to the Harrison County School District, upon payment of certain fees from the Harrison County School District to the City of Gulfport under the terms and conditions set forth in this Agreement.

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other as set forth herein, the Harrison County School District (HCSD) and the City of Gulfport, Mississippi (City) (collectively, the Parties), (hereby acting by and through their respective Governing Authorities, agree as follows:

Section 1: Authority. The Parties agree that this Agreement is entered into pursuant to authority found at Miss. Code Ann. Section 21-19-49(2), as amended.

Section 2. Administration. This Agreement will be administered in accordance with the terms and conditions set forth herein by the Harrison County School District, under the direction of its Superintendent, and the City of Gulfport by and through its Police Department, under the Direction of its Mayor and Police Chief, all as more detailed in this Agreement.

Section 3. Law Enforcement Services. The City, by and through its Police Department, shall provide up to five (5) uniformed police officers, which shall include one (1) Supervisor (Sergeant), all certified as law enforcement officers by the Board on Law Enforcement Officers Standards and Training, who shall serve as School Resource Officers and said officers' uniforms shall bear the customary marking indicating that they are officers of the Gulfport Police Department. The Parties understand that the City will endeavor to provide the full number of officers provided for herein; however, the Parties also recognize that, from time to time, there may be instances where the City is not able to do so. The Services to be provided by the City, by and through its Police Department, to HCSD under this Agreement shall include, but are not limited to, the following:

- A. Promote positive relationships with students.
- B. Perform duties of a law enforcement officer to address criminal misconduct on school property and events (i.e., shall be made aware of and handle all on-campus criminal activity).
- C. Assist with patrolling school grounds to help in preventing illegal entry onto school grounds.
- D. Work closely with school principal in the coordination of safety programs.
- E. The School Resource Officer (SRO) shall not utilize their police authority to serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based

mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

Section 4. Cost of Law Enforcement Services. The HCSD shall pay to the City for the law enforcement services to be rendered under this Agreement, the amount of \$278,296.73 annually for up to five (5) uniformed police officers, which shall include one (1) Supervisor (Sergeant), as more fully set forth in Exhibit "A". One officer will be assigned to the middle school, one officer to the alternative school and the remaining officers will be assigned, as needed. The HCSD also agrees to pay for any overtime generated by sporting events or as requested by the Superintendent's or Principal's office. The Gulfport Police Department shall assess each school event to determine the amount of law enforcement officers to be present. The HCSD understands and agrees that should a Gulfport police officer/supervisor assigned as a School Resource Officer (SRO) be promoted and/or receive any pay increase during the term of this Agreement, that such increase in pay shall be the responsibility of the HCSD over and above the amount set forth above. The HCSD further understands and agrees that should a police officer/supervisor assigned as an SRO be replaced by another qualified police officer/supervisor that holds a higher rank during the term of this Agreement, that such increase in pay shall be the responsibility of the HCSD over and above the amount set forth above. Payments shall be made by the HCSD to the City of Gulfport based on services rendered.

Section 5. Term of Agreement. This Agreement shall commence on October 1, 2022, and shall remain in full force for a period of one (1) year with an option of annual renewals upon the mutual agreement of both parties in writing, so long as the option is exercised by both parties prior to the termination of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notification to the other party.

Section 6. Amendment of this Agreement. This Agreement may be amended by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto, by and through the appropriate officials, do hereby set and subscribe their signature by and on behalf of the Harrison County School District and the City of Gulfport, Mississippi.

THIS THE ____ DAY OF _____, 2022.

CITY OF GULFPORT, MISSISSIPPI

BILLY HEWES, MAYOR

ATTEST:

RASHIDA BELL, CITY CLERK

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 _____, 2022, BILLY HEWES and RASHIDA BELL, who acknowledged before me that they are the duly elected Mayor and duly appointed City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

NOTARY PUBLIC

My Commission Expires:

WITNESS OUR SIGNATURES as duly authorized for and on behalf of the Harrison County School District on the date indicated below.

THIS THE ____ DAY OF _____, 2022.
HARRISON COUNTY SCHOOL DISTRICT

_____, PRESIDENT
HARRISON COUNTY SCHOOL BOARD

ATTEST:

BOARD SECRETARY

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 _____, 2022, _____ and _____, who acknowledged before me that they are the duly serving President and Clerk of the Harrison County School Board, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the Harrison County School Board, having been first duly authorized so to act by Resolution of the Harrison County School Board.

NOTARY PUBLIC

My Commission Expires:

Gulfport Police Department
Harrison County School District
October 1, 2022 - September 30, 2023

LINE ITEMS	4 OFFICERS	SGT. PAY	EXTRA EXPENSES	TOTAL EXPENSE FOR EVERYTHING
	26 pay periods			
Wages and Salary	204,000.00	57,000.00		\$ 261,000.00
State Retirement (17.4%)	\$ 35,496.00	\$ 9,918.00		\$ 45,414.00
FICA Taxes (7.65%)	\$ 15,606.00	\$ 4,360.50		\$ 19,966.50
Life Insurance	\$ 611.52	\$ 152.88		\$ 764.40
Health Insurance	\$ 27,811.68	\$ 6,952.92		\$ 34,764.60
Workers comp	\$ 7,078.80	\$ 2,074.01		\$ 9,152.80
	290,604.00	80,458.31		
	TOTAL AMOUNT			371,062.30
	WHAT THE SCHOOL WILL PAY 75%			278,296.73
	WHAT THE CITY WILL PAY 25%			92,765.58

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 _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING LEASE AGREEMENT WITH NATIONAL RAILROAD PASSENGER CORPORATION D/B/A AMTRAK, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport presently owns certain real property (“the leased premises”) which is situated in the City of Gulfport, in the First Judicial District of Harrison County, State of Mississippi, and located north of the CSX Railroad tracks, generally north and northwest of the Hancock Whitney parking garage; and

WHEREAS, Lessor represents that it has the right to lease a portion of said properties (see Exhibit “A” to the Lease Agreement, hereinafter collectively referred to as “the Leased Premises”), and has full authority to enter into a Lease in respect thereof, and agrees that upon performance of the covenants on the part of the Lessee to be performed hereunder, Lessee shall peaceably have quiet enjoyment of said Leased Premises for the term of the Lease Agreement; and

WHEREAS, the City, in an effort to assist in a construction project designed to improve the adjoining Amtrak rail platform (i.e., an industrial and/or commercial use), desires to lease the Leased Premises (north of the CSX railroad tracks) to the National Railroad Passenger Corporation d/b/a Amtrak, to serve as a short term “lay down yard” in support of the said construction project in accord with the terms and provisions of a proposed Lease Agreement between Amtrak and the City of Gulfport which is attached hereto as Exhibit “1”.

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 Lease Agreement between the City of Gulfport and National Railroad Passenger Corporation D/B/A Amtrak, in substantially the form attached hereto as Exhibit “1” be and the same is hereby approved and the Mayor is hereby authorized to sign 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 _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between NATIONAL RAILROAD PASSENGER CORPORATION D/B/A AMTRAK, hereinafter referred to as “Lessee” or “Amtrak”, and THE CITY OF GULFPORT, a Municipal Corporation under the laws of the State of Mississippi, hereinafter referred to as “Lessor” acting by and through its Mayor and City Council (“Governing Authority”) pertaining to the premises hereinafter described, and for the purposes, and according to the conditions, hereinafter set forth:

WITNESSETH THAT:

WHEREAS, Lessor presently owns certain real property (“the leased premises”) which is situated in the City of Gulfport, in the First Judicial District of Harrison County, State of Mississippi, and located north of the CSX Railroad tracks and being more particularly described as follows:

3.6 AC(C) BEG AT INTER OF N MAR OF RAILROAD & E MAR OF 29TH AVE N ALONG RD 95 FT TO S MAR OF RAILROAD NELY ALONG RAILROAD 518 FT TO W MAR OF RAILROAD S ALONG RAILROAD 350 FT TO N MAR OF RAILROAD SWLY ALONG RAILROAD 370 FT TO POB; ALSO BEG 104 FT N OF NW COR OF BLK 162 ORIGINAL GULFPORT SUBD ON N MAR OF RAILROAD NELY ALONG RAILROAD 228.7 FT TO W MAR OF 26TH AVE N ALONG RD 81.2 FT TO S MAR OF RAILROAD NWLY ALONG RAILROAD 569.5 FT W 11.2 FT TO E MAR OF RAILROAD SLY ALONG RAILROAD 605.4 FT TO N MAR OF RAILROAD NELY ALONG RAILROAD 145.3 FT TO POB; LESS & EXCEPT PIECE LEASED TO CELUTEL OF BILOXI BEING: BEG 34.9 FT N & 41.5 FT W OF INTER OF N MAR OF RAILROAD & W MAR OF RAILROAD; and

WHEREAS, Lessor represents that it has the right to lease a portion of said properties (see Exhibit “A”, hereinafter collectively referred to as “the Leased Premises”), and has full authority to enter into this Lease in respect thereof, and agrees that upon performance of the covenants on the part of the Lessee to be performed hereunder, Lessee shall peaceably have quiet enjoyment of said Leased Premises; and

WHEREAS, Lessor, in an effort to assist in a construction project designed to improve the adjoining Amtrak rail platform (i.e., an industrial and/or commercial use), desires to lease the Leased Premises (north of the CSX railroad tracks) to Amtrak, to serve as a “lay down yard” in support of the said construction project, , in support of the said construction project; and

NOW THEREFORE, for and in consideration of the covenants and agreements herein set forth, Lessor does hereby lease and demise to Lessee the leased premises generally located at the northwest corner of the intersection of 26th Avenue and the CSX railroad tracks, also identified as a portion of Tax Parcel # 0811L-01-001.000 and depicted on the map attached hereto as Exhibit “A”, and the parties hereto agree to the following covenants, conditions, terms, and stipulations hereinafter set forth:

1. **Term.** The term of this Lease is for a period commencing on the date on which CSX Transportation issues a Notice to Proceed to Amtrak to proceed with the aforementioned construction project, and expiring five (5) months thereafter, and is renewable at the option of Lessee on a month-to-month basis at the conclusion of the initial five (5) month term. Lessee shall provide fifteen (15) days

written notice of its need to extend the Lease for each additional month once the initial five (5) month term has expired. Notice shall be provided as herein required.

2. **Early Termination.** Lessor or Lessee may terminate this Lease Agreement at any time without cause upon fifteen (15) days written notice to the other party. Notice shall be provided as herein required.
3. **Rental.** The consideration for the term, and for the successive month, if exercised, shall be \$150.00 per month or part thereof, with first payment being due ten (10) days after the date upon which this Lease Agreement commences, and subsequent payments due on or before the 10th of each month thereafter during the term of this Lease.
4. **Use of Property.** The Leased Premises is to be used by Lessee and its subcontractors as a construction “lay down yard” in association with a pending construction project at the CSX platform located at the Depot building in downtown Gulfport.
5. **Improvements, Repairs and Maintenance.** Lessee shall be allowed to make minor/minimal changes/improvements to the Leased Premises to better suit its intended purposes (construction “lay down yard”), including, but not limited to ground maintenance, leveling and/or repair. Lessee shall be responsible to repair any damages caused by the Lessee other than ordinary wear and tear and shall be allowed to perform maintenance of the leased premises during Lessee’s occupancy thereof. Any planned modification(s) to the Leased Premises (beyond the “minor/minimal changes/improvements” noted above) shall be submitted to the Lessor, or authorized representative, in writing, and Lessor shall have ten (10) days to object to such modifications. If no such objection is received, Lessee shall be allowed to proceed with the improvements.
6. **Insurance.** Lessee acknowledges that during the Term of this Lease Agreement (including any additional months during the month to month period) that it has control over the use and occupancy of the Leased Premises, it shall maintain, at a minimum, liability insurance on the leased premises, and shall carry insurance on its contents and personal properties located thereon. Lessor, the City of Gulfport shall be made an additional insured on the foregoing liability insurance policy. Lessee will self-insure to meet these insurance requirements. Proof thereof shall be submitted to the City at the commencement of the Lease.
7. **Lessee’s Immediate Right of Entry.** It is understood that upon approval by the Governing Authority, and upon final signature to this Agreement, Lessee shall have full and immediate access to the Leased Premises.
8. **Indemnification.** Lessee and its agents, servants, employees, sub-contractors and representatives agree to fully defend, indemnify, and hold harmless the Lessor and the Lessor and their respective employees, agents, and officials with respect to and from and against any and all claims, demands, cause of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney’s fees, that may arise out of or result from Lessee’s use of the Leased Premises.
9. **Notice.** Any official written notices required to be given under this Lease shall be hand delivered or mailed by U.S. Mail to the following:

Lessor: City of Gulfport

Attn: Mayor
2309 15th Street
Gulfport, Mississippi 39501

Copy to:

City Attorney
2309 15th Street
Gulfport, Mississippi 39501

Lessee: National Railroad Passenger Corporation
William H. Gray – 30th Street Station
2955 Market Street, Mail Stop 5SW
Philadelphia, Pennsylvania 19104
Attention: Senior Director – Real Estate

10. **Nondiscrimination.** Lessee and Lessor agree not to discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, and that they will operate in compliance with applicable federal, state and local laws, ordinances, and regulations.
11. **Severability; Non-Endorsement; Relationship.** If any word, clause, sentence, paragraph, condition, provision, or term of this agreement is or hereafter becomes legally unenforceable, the same shall be served from this agreement, and all remaining provisions of this agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Lease Agreement. Nothing contained in the Lease shall be deemed to constitute or be construed or implied to create the relationship or principal or agency, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.
12. **Non-Waiver.** In the event lessee fails to enforce any provision of this Lease, it shall not thereby be construed to waive its right of enforcement thereof at some later time.
13. **Amendment.** This Lease Agreement may be amended only by written instrument properly approved by Lessee and Lessor.
14. **Applicable Law.** This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of the state.
15. **Entire Agreement.** This Lease constitutes the entire agreement between Lessor and Lessee relating to the lease of the Leased Premises and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Lease Agreement supersedes any covenant appurtenant to or involving the Leased premises or the property on which it is located.

WITNESS MY SIGNATURE on this the _____ day of _____, 2022.

For and on behalf of
NATIONAL RAILROAD PASSENGER
CORPORATION D/B/A AMTRAK,
LESSEE

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

PERSONALLY CAME and appeared before me, the undersigned authority in and for the
jurisdiction aforesaid on this the _____ day of _____, 2022,

_____, on behalf of NATIONAL RAILROAD PASSENGER
CORPORATION D/B/A AMTRAK, who acknowledged to me that he/she signed, executed and delivered
the above and foregoing instrument in writing on the day and date therein mentioned as his/her free and
voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

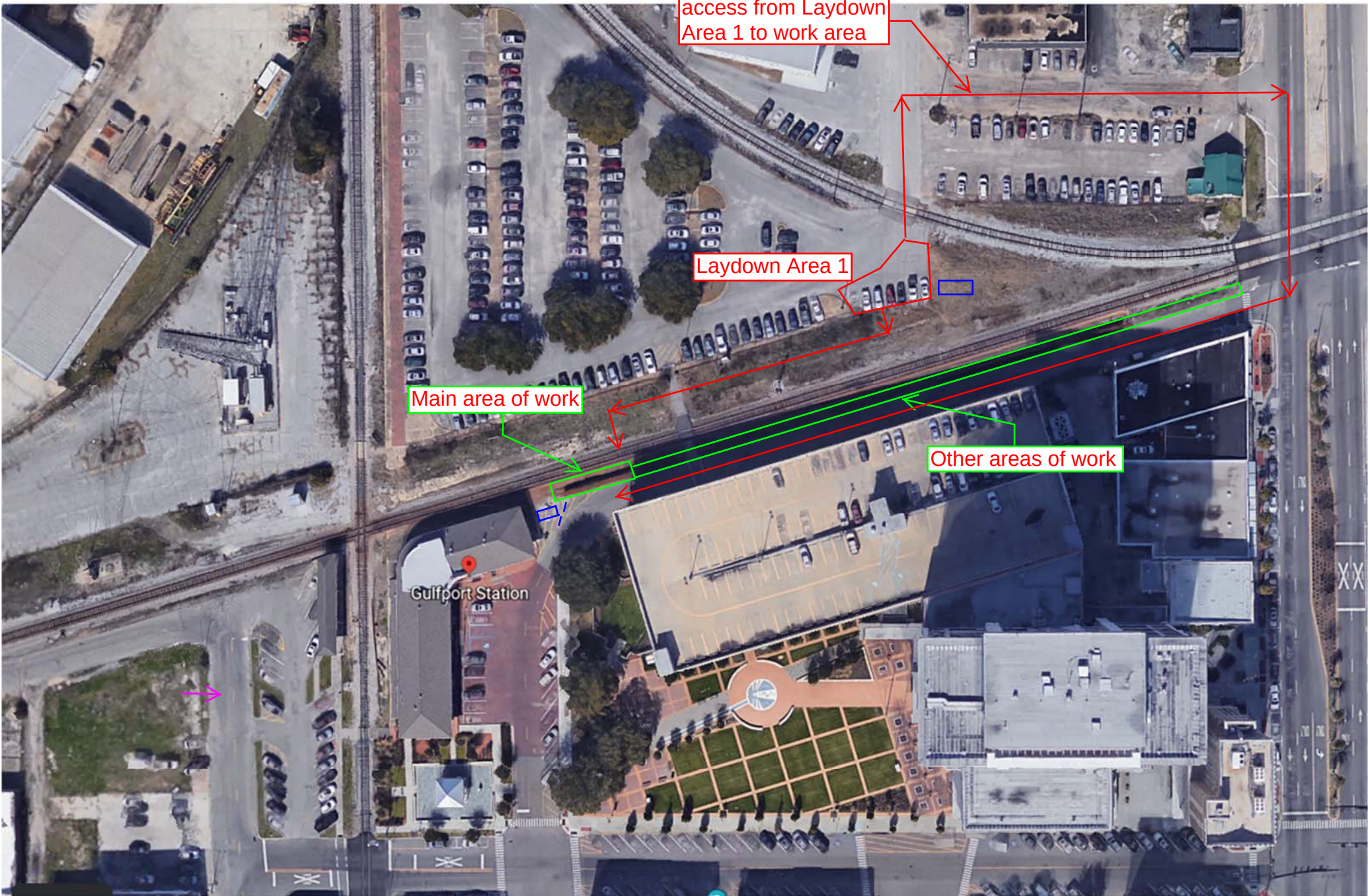
WITNESS the signature of the Mayor of the City of Gulfport as duly authorized by act of the
Mayor and members of the City Council, this the _____ day of _____, 2022.

CITY OF GULFPORT, MISSISSIPPI –
LESSOR

BY: _____
BILLY HEWES, MAYOR

ATTEST:

CLERK



Main Route for
access from Laydown
Area 1 to work area

Laydown Area 1

Main area of work

Other areas of work

Gulfport Station

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 _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SERVICE PROPOSAL BETWEEN ENGINEERED COOLING SERVICES AND THE CITY OF GULFPORT, MISSISSIPPI, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport’s Curry Public Safety Building requires an annual PM and Engineered Cooling Services is capable of providing the said services; and

WHEREAS, Engineered Cooling Services has provided a Service Proposal outlining the PM work to be undertaken and the cost for said services and said Service Proposal is attached hereto as Exhibit “A”; and

WHEREAS, approval of the Service Proposal 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 Service Proposal 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 the execution, delivery and performance under the Agreement are in the best interest of the City.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

Service Proposal

TO: Gulfport Police Dept 2220 15th St Gulfport, MS 39501	PROJECT: Annual PM
ATTN: Wesley Bellanger	LOCATION: Designated Areas
PHONE: 251-443-6200	PROPOSAL NO: Q-02-2021-208198
EMAIL: wbellanger@gulfport-ms.gov	DATE: April 27, 2022
	CONTRACT NO: 04998

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 during the period of May 2022 through April 2023.

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: \$3,065.00
Service Office Location: Mobile Alabama
6 Month Follow Up Inspection: \$825.00
(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

ACCEPTED BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: SALES ENGINEER

TITLE: _____

PHONE: 8520-572-1221

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 if 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 brought 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: _____

PENSACOLA, FL • PANAMA CITY, FL • TALLAHASSEE, FL • ORLANDO, FL • MOBILE, AL • MONTGOMERY, AL • BIRMINGHAM, AL
FL CMC39591 / AL 42653 / MS 15829-SC / GA CN210182

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 _____, 2022, the following Resolution:

**A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL
RIGHT OF WAY FOR THE CHRISTMAS PARADE 2022, 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 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 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) 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 Councilmember _____, seconded by Councilmember _____, 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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

MAYOR



DEPARTMENT OF
LEISURE SERVICES

To: Mayor Billy Hewes
Leonard Papania, CAO
City Council

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

From: Brittany Dyess, Special Events Manager

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

Date: 05/10/2022

Re: Letter Requesting Road Closure Approval for 2022 Christmas Parade

The Christmas Parade is scheduled for Saturday, December 3rd, 2022. The parade will start at 6pm. We are requesting a road closure for the parade route, which will include the following streets:

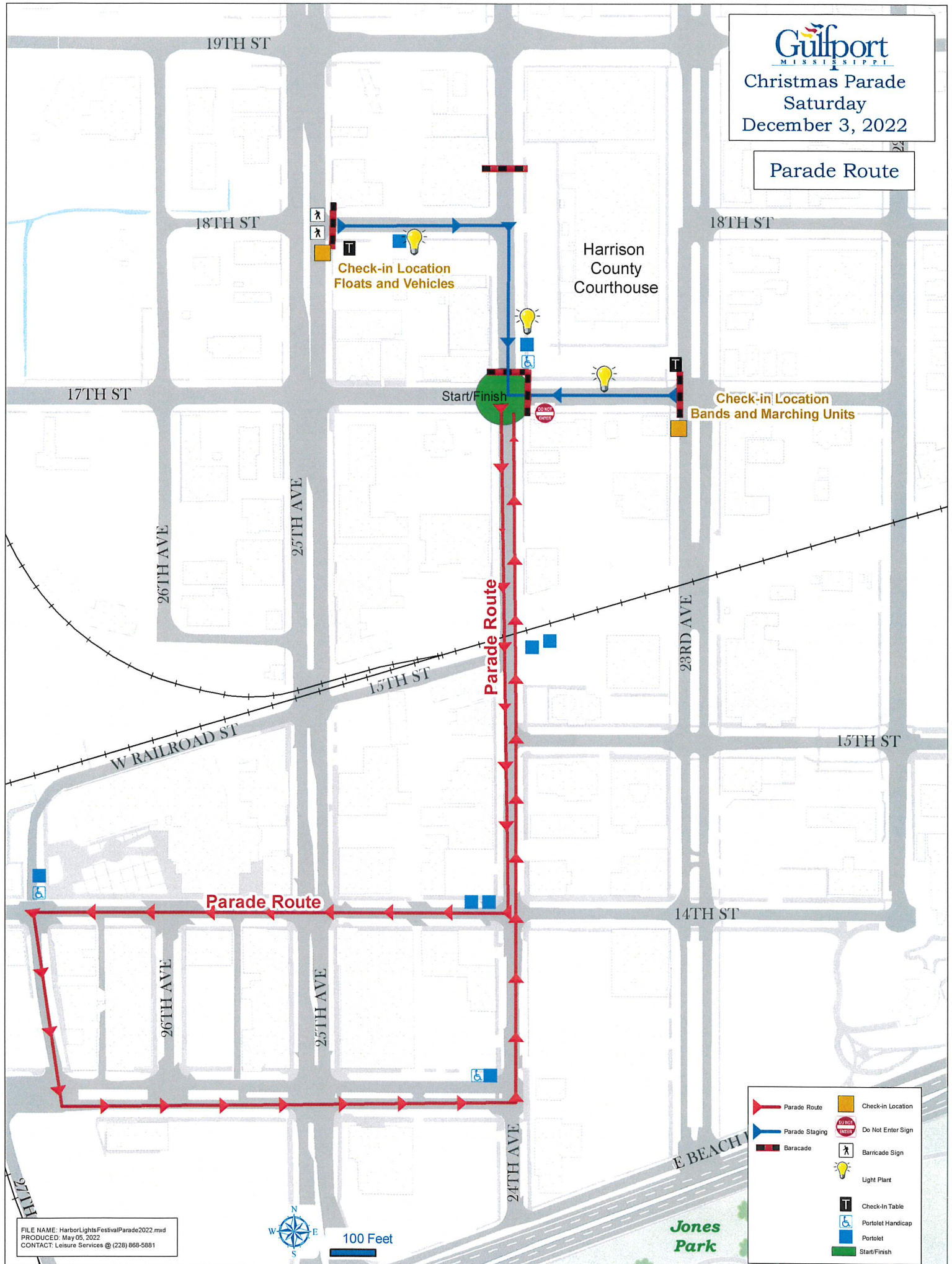
- Parade will start at the intersection of 17th Street and 24th Avenue
- Parade will head south on 24th Avenue
- Parade will turn west on 14th Street
- Parade will head west across the intersection of 14th Street/25th Avenue
- Parade will turn south on 27th Avenue
- Parade will turn east on 13th Street
- Parade will turn north on 24th Avenue
- Parade will continue north and will disband north of the intersection of 17th Street and 24th Avenue

*Gulfport Police Department has approved of this parade route.

A handwritten signature in black ink, appearing to read "B. Dyess", is written over a horizontal line.

Brittany Dyess,
Special Events Manager

Parade Route



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, 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 \$2,000.00 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 City Council and Administration, is hereby authorized to expend municipal funds in the approximate amount of \$2,000.00 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 _____, 2020.

(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 _____, 2020.

APPROVED:

MAYOR

Olivia McMahan

From: Gregory Peleaz
Sent: Monday, May 16, 2022 10:09 AM
To: Jessica Versiga; Britney L. Soules; Olivia McMahan
Cc: Heather Dailey; Clayton Fulks; Cassie Necaie
Subject: Promotional Items for PD

Follow Up Flag: Follow up
Flag Status: Flagged

Greetings,

The PD is looking to purchase some promotional items for our upcoming community events to include job fairs, community clean up events, Police in the Park, Meet the Chief, career days, and several others. The items we wish to purchase include sno-cone syrups, styro-foam cups, bulk candy, rubber police bouncy balls, police badge stickers, and other assorted items. The total estimated cost of these items is not to exceed \$2,000.

If you need any other information to complete this please let me know, and thank you very much for your help.

Greg

Deputy Commander Gregory Peleaz

Support Bureau
Gulfport Police Department
2220 15th Street
Gulfport, MS 39501
Phone: 228.868.5906 ext 6196
Fax: 228.868.5905
Email: gpeleaz@gulfport-ms.gov

Perseverance, Integrity, and Honor – Protecting Gulfport since 1898



Gulfport
MISSISSIPPI

NOTICE: This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 USC 2510-2521, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, please delete it. **PRIVILEGED AND CONFIDENTIAL (NOT PUBLIC RECORD)**

Our City Mission: "To provide efficient, effective and openly responsive municipal services to all citizens while promoting responsible economic development, preserving our heritage, enhancing our quality of life, and creating a better community."

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 _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT BY AND THROUGH THE GULFPORT POLICE DEPARTMENT TO APPLY FOR A PORT SECURITY GRANT, TO AUTHORIZE EXECUTION OF ANY AND ALL DOCUMENTS AS MAY BE REQUIRED TO EFFECTUATE APPLICATION FOR THE GRANT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City's Municipal Police Department, desires to apply for a Department of Homeland Security FY 2022 Port Security Grant; and

WHEREAS, the Gulfport Police Department, as more fully set forth in the Memorandum of Police Chief Adam Cooper which is attached hereto as Exhibit "A", seeks authority to apply for a Port Security Grant which will fund, in part (75/25% match required), the purchase of a boat, motor and trailer for use in the bayous and rivers located within the geographic boundaries 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 City's Police Department, be and it is hereby authorized to apply for a Port Security Grant, the details of which are more fully set forth in the Memorandum from the Police Chief Adam Cooper attached hereto as Exhibit "A" and that the Mayor and Chief of Police be, and they hereby are, authorized to execute the any and all documents as may be required to apply for the grant.

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 _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

Memorandum

To: Mayor Billy Hewes
From: Chief Adam Cooper
Date: May 26, 2022
Re: Permission to Apply for the 2022 Port Security Grant Program

Subject: Permission to apply for the 2022 Port Security Grant Program. This grant will be used to purchase equipment (a boat, a motor and a trailer) for the Gulf, bayous and rivers of the city. The Gulfport Police Department will be requesting \$75,000.00 for the purchase.

Your permission is requested to apply for the grant. This grant will be 75% funded with a 25% match required.

Your consideration of this request and continued support of the police department is greatly appreciated.

CONFIDENTIAL

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☒ Preapplication
☐ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Gulfport

* b. Employer/Taxpayer Identification Number (EIN/TIN):

64-6000413

* c. UEI:

G8SCFJ32K4N5

d. Address:

* Street1:

2220 15th Street

Street2:

* City:

Gulfport

County/Parish:

Harrison County

* State:

MS: Mississippi

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

39501-2025

e. Organizational Unit:

Department Name:

Gulfport Police Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

* First Name:

April

Middle Name:

D

* Last Name:

Gingerella

Suffix:

Title:

Grants Manager

Organizational Affiliation:

Gulfport Police Department

* Telephone Number:

228-868-5853 ext 6125

Fax Number:

228-868-5905

* Email:

agingarella@gulfport-ms.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Homeland Security - FEMA

11. Catalog of Federal Domestic Assistance Number:

97.056

CFDA Title:

Port Security Grant Program

* 12. Funding Opportunity Number:

DHS-22-GPD-056-00-01

* Title:

Fiscal Year (FY) 2022 Port Security Grant Program (PSGP)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

A rapid response boat for soft target and crowded areas such as The Port of Gulfport and Jones Park.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	75,000.00
* b. Applicant	25,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	100,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

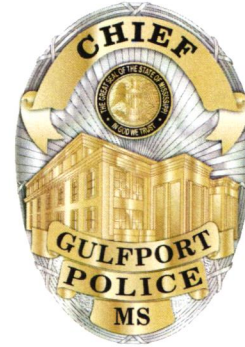
* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Gulfport Police Department

Memorandum



To: Mayor Billy Hewes
From: Chief Adam Cooper
Date: Monday, May 2, 2022
Re: **Purchase of Duty Weapon for Retired Officer:
Chief Chris Ryle**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Chris Ryle, who has retired from the Gulfport Police Department effective May 1, 2022. This action is in compliance with **MS Code § 45-9-131**. Based on the fee previously approved, the charge will be \$3.69. Please place this item on the next council agenda.

(1) Glock 43 – 9mm – Serial #BFCC 982 / Asset #0019312

Your consideration in this request is appreciated.

Comptroller _____

Director of Police  _____

CAO _____ Mayor _____



For General Finance Office Only

Date Entered: _____

Entered By: _____

**City of Gulfport
Fixed Asset
Transfer / Disposal Form**

Date of Transaction: 05/02/2022

Transaction Type:
(Please Circle)

☒ Retire/Dispose
Auction

☐ Transfer Adjust
Improve Update Location Memo

Department Initiating Action (code and description): 213-Police

If Transfer, Department Transferred to (code and description): _____

Location Transferred to (Bldg) _____

City ID Number: Asset # 0019312

Asset Description: Glock 43 - 9mm - Handgun

Serial Number or VIN: BFCC 982

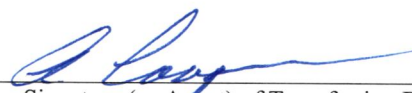
Mileage (if applicable): _____

Reason for Transaction: Retirement of Law Enforcement Officer (Chris Ryle)

Update Location Memo: _____

Date of Auction (if auction): _____

Other Information: _____



Directors Signature (or Agent) of Transferring Dept.

MAY 02 2022

Date

Directors Signature (or Agent) of Transferring Dept.

Date

Chris Ryle



05/02/2022 10:08
dnorton

CITY OF GULFPORT
FIXED ASSET WORKSHEET

P 1
famstmnt

ASSET # 0019312	MASTER ASSET	DESCRIPTION	WEAPON PISTOL GLOCK 43 9MM SEMIAUTO SUBC
CLASS M1 MACHINERY & EQU	FUND SOURCE 05	MAINT CONT Y	INSURED N
SUBCL E04 WEAPONS	ACQUIS METH AF FORFEITURE	VENDOR DESC Vendor Name Mi	CARRIER
COMMODITY 68052		TYPE G	INSURED VAL 0.00
DEPT 213 Police	ACQUIS DATE 06/13/2017	EXPIRE DATE	EXPIRE DATE
LOC CODE 2001 POLICE HEADQUAR	ACQUIS COST 368.60	ANNUAL COST 0.00	POLICY CST 0.00
LOC MEMO	ACRES 0.000	MEMO	MEMO
ROOM 5680	QTY 1		
STORAGE LOC	UNIT PRICE 0.00		
	PURCH MEMO		
STATUS A ACTIVE		DEPRECIATE N	
CONDITION N NEW	SOY BOOK 368.60	DEPREC PRIN 368.60	
CUSTODIAN POLICE CHIEF	CURRENT BOOK 368.60	FIRST YR/PR 2017/11	LAST YR/PR /00
TITLEHOLDER	EST SALVAGE 0.00	EST LIFE 10	
	REPL COST 368.60	PERIODS TAKEN 0	
	LAST INVENT 08/26/2019	ACCUM DEPREC 0.00	
	IMPROVE MEMO		
TAG # 0019312			
SERIAL # BFCC982			
MANUFACTURER GLOCK GLOCK INC.			
MODEL G43	RETIRE DATE		
MODEL YEAR 2017	DISP CODE		
LICENSE #	DISP PRICE 0.00		
	SALE PRICE 0.00		
VEND # 34931	PO # 193360	DOCUMENT # 222468	INVOICE # 001153510
			INV DATE 08/09/2017
			INV AMT 368.60

User-Defined Fields

Field Name		Value		
G/L Accounts				
TYPE	DESC	ORG	OBJ	PERCENT
1	ASSET	700	141300	100.00
2	CONTRA	700	300400	100.00
5	DEPRECIATION EXPENSE	700212	670100	100.00
6	ACCUMULATED DEPRECIATION	700	142000	100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
276	630100		368.60

@ 17. \$33.69

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 _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING SALE OF SIDEARM TO CHIEF CHRIS RYLE UPON HIS
RETIREMENT FROM THE CITY OF GULFPORT AND SETTING THE AMOUNT TO
BE PAID FOR SAID FIREARM PURSUANT TO MISSISSIPPI CODE
ANNOTATED § 45-9-131, AND FOR RELATED PURPOSES**

WHEREAS, Mississippi law provides that, upon approval by the governing authorities of a municipality, a member of any municipal law enforcement agency who retires under any state retirement system may purchase his personal sidearm from the municipality at a cost to be determined by the governing authorities; and

WHEREAS, Chief Chris Ryle, of the Gulfport Police Department, has retired from the City of Gulfport, effective May 1, 2022, and his retirement is pursuant to a state retirement system; and

WHEREAS, Chief Chris Ryle has expressed his desire to purchase his personal sidearm from the City at the time of his retirement; and

WHEREAS, the Gulfport Police Department has advised that the proper charge for the sidearm is \$3.69.

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 Gulfport Police Department is authorized to sell to Chief Chris Ryle, in light of his retirement, his personal sidearm at a cost to Chief Chris Ryle of \$3.69.

SECTION 3. That this Resolution shall be spread upon the minutes of the Gulfport City Council and shall be effective 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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

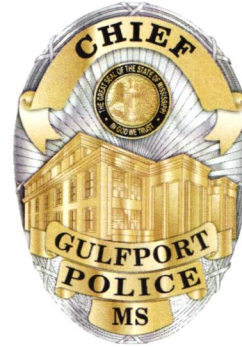
PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2022.

MAYOR

Gulfport Police Department

Memorandum



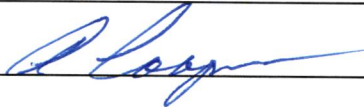
To: Mayor Billy Hewes
From: Chief Adam Cooper
Date: Monday, May 2, 2022
Re: **Purchase of Duty Weapon for Retired Officer:
Deputy Chief Craig Petersen**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Craig Petersen, who will retire from the Gulfport Police Department effective June 1, 2022. This action is in compliance with **MS Code § 45-9-131**. Based on the fee previously approved, the charge will be \$3.69. Please place this item on the next council agenda.

(1) Glock 43 – 9mm – Serial #BFCC 978 / Asset #0019308

Your consideration in this request is appreciated.

Comptroller _____

Director of Police  _____

CAO _____ Mayor _____



For General Finance Office Only

Date Entered: _____

Entered By: _____

**City of Gulfport
Fixed Asset
Transfer / Disposal Form**

Date of Transaction: 05/02/2022

Transaction Type: ☒ Retire/Dispose ☐ Transfer Adjust
(Please Circle) Auction Improve Update Location Memo

Department Initiating Action (code and description): 213-Police

If Transfer, Department Transferred to (code and description): _____

Location Transferred to (Bldg) _____

City ID Number: Asset # 0019308

Asset Description: Glock 43 - 9mm - Handgun

Serial Number or VIN: BFCC 978

Mileage (if applicable): _____

Reason for Transaction: Retirement of Law Enforcement Officer (Craig Petersen)

Update Location Memo: _____

Date of Auction (if auction): _____

Other Information: _____


Directors Signature (or Agent) of Transferring Dept.

MAY 02 2022

Date

Directors Signature (or Agent) of Transferring Dept.

Date

Craig Petersen



05/02/2022 10:12
dnorton

CITY OF GULFPORT
FIXED ASSET WORKSHEET

P 1
famstmnt

ASSET # 0019308	MASTER ASSET	DESCRIPTION	WEAPON PISTOL GLOCK 43 9MM SEMIAUTO SUBC
CLASS M1 MACHINERY & EQU	FUND SOURCE 05	MAINT CONT Y	INSURED N
SUBCL E04 WEAPONS	ACQUIS METH AF FORFEITURE	VENDOR DESC Vendor Name Mi	CARRIER
COMMODITY 68052		TYPE G	INSURED VAL 0.00
DEPT 213 Police	ACQUIS DATE 06/13/2017	EXPIRE DATE	EXPIRE DATE
LOC CODE 2001 POLICE HEADQUAR	ACQUIS COST 368.60	ANNUAL COST 0.00	POLICY CST 0.00
LOC MEMO	ACRES 0.000	MEMO	MEMO
ROOM 5587	QTY 1		
STORAGE LOC	UNIT PRICE 0.00		
	PURCH MEMO		
STATUS A ACTIVE	SOY BOOK 368.60	DEPRECIATE N	
CONDITION N NEW	CURRENT BOOK 368.60	DEPREC PRIN 368.60	
CUSTODIAN POLICE CHIEF	EST SALVAGE 0.00	FIRST YR/PR 2017/11	LAST YR/PR /00
TITLEHOLDER	REPL COST 368.60	EST LIFE 10	
	LAST INVENT 08/26/2019	PERIODS TAKEN 0	
TAG # 0019308	IMPROVE MEMO	ACCUM DEPREC 0.00	
SERIAL # BFCC978			
MANUFACTURER GLOCK GLOCK INC.	RETIRE DATE		
MODEL G43	DISP CODE		
MODEL YEAR 2017	DISP PRICE 0.00		
LICENSE #	SALE PRICE 0.00		
VEND # 34931	PO # 193360	DOCUMENT # 222468	INVOICE # 001153510
			INV DATE 08/09/2017
			INV AMT 368.60

User-Defined Fields

Field Name	Value
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G/L Accounts

TYPE	DESC	ORG	OBJ	PROJ	PERCENT
1	ASSET	700	141300		100.00
2	CONTRA	700	300400		100.00
5	DEPRECIATION EXPENSE	700212	670100		100.00
6	ACCUMULATED DEPRECIATION	700	142000		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
276	630100		368.60

@ 1% 43.69

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 _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING SALE OF SIDEARM TO DEPUTY CHIEF CRAIG PETERSEN UPON
HIS RETIREMENT FROM THE CITY OF GULFPORT AND SETTING THE AMOUNT
TO BE PAID FOR SAID FIREARM PURSUANT TO MISSISSIPPI CODE
ANNOTATED § 45-9-131, AND FOR RELATED PURPOSES**

WHEREAS, Mississippi law provides that, upon approval by the governing authorities of a municipality, a member of any municipal law enforcement agency who retires under any state retirement system may purchase his personal sidearm from the municipality at a cost to be determined by the governing authorities; and

WHEREAS, Deputy Chief Craig Petersen, of the Gulfport Police Department, has retired from the City of Gulfport, effective June 1, 2022, and his retirement is pursuant to a state retirement system; and

WHEREAS, Deputy Chief Petersen has expressed his desire to purchase his personal sidearm from the City at the time of his retirement; and

WHEREAS, the Gulfport Police Department has advised that the proper charge for the sidearm is \$3.69.

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 Gulfport Police Department is authorized to sell to Deputy Chief Craig Petersen, in light of his retirement, his personal sidearm at a cost to Deputy Chief Craig Petersen of \$3.69.

SECTION 3. That this Resolution shall be spread upon the minutes of the Gulfport City Council and shall be effective 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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

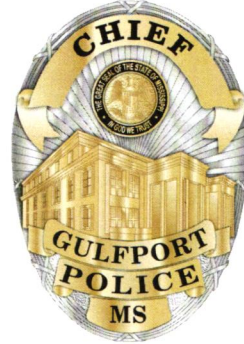
PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2022.

MAYOR

Gulfport Police Department

Memorandum



To: Mayor Billy Hewes
From: Chief Adam Cooper
Date: Monday, May 2, 2022
Re: **Purchase of Duty Weapon for Retired Officer:
Jerry Birmingham**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Jerry Birmingham, who will retire from the Gulfport Police Department effective June 1, 2022. This action is in compliance with **MS Code § 45-9-131**. Based on the fee previously approved, the charge will be \$4.81. Please place this item on the next council agenda.

(1) Glock 17 – GEN 5 - 9mm – Serial #BGLZ 863 / Asset #2216133 / #0033064

Your consideration in this request is appreciated.

Comptroller _____

Director of Police _____

CAO _____ Mayor _____



For General Finance Office Only

Date Entered: _____

Entered By: _____

**City of Gulfport
Fixed Asset
Transfer / Disposal Form**

Date of Transaction: 05/02/2022

Transaction Type: ☒ Retire/Dispose ☐ Transfer Adjust
(Please Circle) Auction Improve Update Location Memo

Department Initiating Action (code and description): 213-Police

If Transfer, Department Transferred to (code and description): _____

Location Transferred to (Bldg) _____

City ID Number: Asset # 2216133

Asset Description: Glock 17 - 9mm - Gen5 Handgun

Serial Number or VIN: BGLZ 863

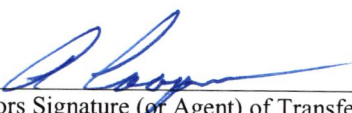
Mileage (if applicable): _____

Reason for Transaction: Retirement of Law Enforcement Officer (Jerry Birmingham)

Update Location Memo: _____

Date of Auction (if auction): _____

Other Information: _____


Directors Signature (or Agent) of Transferring Dept.

MAY 02 2022

Date

Directors Signature (or Agent) of Transferring Dept.

Date

Jerry Birmingham



05/02/2022 10:15
dnorton

CITY OF GULFPORT
FIXED ASSET WORKSHEET

P 1
famstmnt

ASSET # 2216133	MASTER ASSET	DESCRIPTION	WEAPON PISTOL GLOCK 17 GEN5 9MM SEMIAUT
CLASS M1 MACHINERY & EQU	FUND SOURCE 05	MAINT CONT Y	INSURED N
SUBCL E04 WEAPONS	ACQUIS METH WR WARRANTY	VENDOR DESC Vendor Name Mi	CARRIER
COMMODITY 68052	ACQUIS DATE 01/24/2018	G	INSURED VAL 0.00
DEPT 213 Police	ACQUIS COST 481.00	EXP. DATE	EXP. DATE
LOC CODE 2001 POLICE HEADQUAR	ACRES 0.000	ANNUAL COST 0.00	POLICY CST 0.00
LOC MEMO	QTY 1	MEMO	MEMO
ROOM 5373	UNIT PRICE 0.00		
STORAGE LOC	PURCH MEMO WARRANTY REPLACE ADD A		
STATUS A ACTIVE	SOY BOOK 481.00	DEPRECIATE N	
CONDITION N NEW	CURRENT BOOK 481.00	DEPREC PRIN 432.90	
CUSTODIAN POLICE CHIEF	EST SALVAGE 0.00	FIRST YR/PR /00	LAST YR/PR /00
TITLEHOLDER	REPL COST 481.00	EST LIFE 10	
TAG # 0033064	LAST INVENT 08/26/2019	PERIODS TAKEN 0	
SERIAL # BGLZ863	IMPROVE MEMO	ACCUM DEPREC 0.00	
MANUFACTURER GLOCK GLOCK INC.	RETIRE DATE		
MODEL G17 GEN5	DISP CODE		
MODEL YEAR 2018	DISP PRICE 0.00		
LICENSE #	SALE PRICE 0.00		
VEND # 290	PO # 196697	DOCUMENT #	INVOICE #
			INV DATE
			INV AMT 30.00

User-Defined Fields

Field Name	Value			
G/L Accounts				
TYPE	DESC	ORG	OBJ	PERCENT
1	ASSET	700	141300	100.00
2	CONTRA	700	300400	100.00
5	DEPRECIATION EXPENSE	700212	670100	100.00
6	ACCUMULATED DEPRECIATION	700	142000	100.00
PO Accounts				
ORG	OBJ	PROJ	AMOUNT	
213	612800		30.00	
276	630100		451.00	

@ 1%

\$4.01

@ 1%
\$4.01

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 _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING SALE OF SIDEARM TO OFFICER JERRY BIRMINGHAM UPON HIS
RETIREMENT FROM THE CITY OF GULFPORT AND SETTING THE AMOUNT TO
BE PAID FOR SAID FIREARM PURSUANT TO MISSISSIPPI CODE
ANNOTATED § 45-9-131, AND FOR RELATED PURPOSES**

WHEREAS, Mississippi law provides that, upon approval by the governing authorities of a municipality, a member of any municipal law enforcement agency who retires under any state retirement system may purchase his personal sidearm from the municipality at a cost to be determined by the governing authorities; and

WHEREAS, Officer Jerry Birmingham, of the Gulfport Police Department, has retired from the City of Gulfport, effective June 1, 2022, and his retirement is pursuant to a state retirement system; and

WHEREAS, Officer Jerry Birmingham has expressed his desire to purchase his personal sidearm from the City at the time of his retirement; and

WHEREAS, the Gulfport Police Department has advised that the proper charge for the sidearm is \$4.81.

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 Gulfport Police Department is authorized to sell to Officer Jerry Birmingham, in light of his retirement, his personal sidearm at a cost to Officer Jerry Birmingham of \$4.81.

SECTION 3. That this Resolution shall be spread upon the minutes of the Gulfport City Council and shall be effective 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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

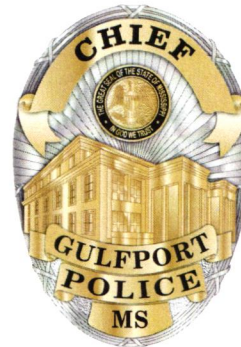
PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2022.

MAYOR

Gulfport Police Department

Memorandum



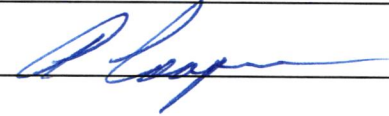
To: Mayor Billy Hewes
From: Chief Adam Cooper
Date: Monday, May 2, 2022
Re: **Purchase of Duty Weapon for Retired Officer:
Bradley Walker**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Bradley Walker, who has retired from the Gulfport Police Department effective May 1, 2022. This action is in compliance with **MS Code § 45-9-131**. Based on the fee previously approved, the charge will be \$4.81. Please place this item on the next council agenda.

(1) Glock 17 – Gen 5– Serial #BGLZ 835 / Asset #2216105 / #33036

Your consideration in this request is appreciated.

Comptroller _____

Director of Police  _____

CAO _____ Mayor _____



For General Finance Office Only

Date Entered: _____

Entered By: _____

**City of Gulfport
Fixed Asset
Transfer / Disposal Form**

Date of Transaction: 05/02/2022

Transaction Type: ☒ Retire/Dispose ☐ Transfer Adjust
(Please Circle) Auction Improve Update Location Memo

Department Initiating Action (code and description): 213-Police

If Transfer, Department Transferred to (code and description): _____

Location Transferred to (Bldg) _____

City ID Number: Asset # 2216105 / #0033036

Asset Description: Glock 17 - 9mm - GEN 5 - Handgun

Serial Number or VIN: BGLZ 835

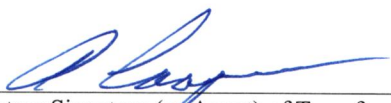
Mileage (if applicable): _____

Reason for Transaction: Retirement of Law Enforcement Officer (Bradley Walker)

Update Location Memo: _____

Date of Auction (if auction): _____

Other Information: _____


Directors Signature (or Agent) of Transferring Dept.

MAY 02 2022

Date

Directors Signature (or Agent) of Transferring Dept.

Date

Bradley Walker



05/02/2022 10:04
dnorton

CITY OF GULFPORT
FIXED ASSET WORKSHEET

P 1
famstmnt

ASSET # 2216105	MASTER ASSET	DESCRIPTION	WEAPON PISTOL GLOCK 17 GEN5 9MM SEMIAUT	
CLASS M1 MACHINERY & EQU	FUND SOURCE	MAINT CONT	Y	INSURED N
SUBCL E04 WEAPONS	ACQUIS METH WR WARRANTY	VENDOR DESC	Vendor Name Mi	
COMMODITY 68052		TYPE G	CARRIER	
DEPT 213 Police	ACQUIS DATE 01/24/2018	EXPIRE DATE	INSURED VAL 0.00	
LOC CODE 2001 POLICE HEADQUAR	ACQUIS COST 481.00	ANNUAL COST	0.00	POLICY CST 0.00
LOC MEMO	ACRES 0.000	MEMO	MEMO	
ROOM 6011	QTY 1			
STORAGE LOC	UNIT PRICE 0.00			
	PURCH MEMO WARRANTY REPLACE ADD A			
STATUS A ACTIVE	SOY BOOK 481.00	DEPRECIATE N		
CONDITION N NEW	CURRENT BOOK 481.00	DEPREC PRIN	432.90	
CUSTODIAN POLICE CHIEF	EST SALVAGE 0.00	FIRST YR/PR	/00	LAST YR/PR /00
TITLEHOLDER	REPL COST 481.00	EST LIFE 10		
TAG # 0033036	LAST INVENT 08/26/2019	PERIODS TAKEN 0		
SERIAL # BGLZ835	IMPROVE MEMO	ACCUM DEPREC	0.00	
MANUFACTURER GLOCK GLOCK INC.				
MODEL G17 GEN5	RETIRE DATE			
MODEL YEAR 2018	DISP CODE			
LICENSE #	DISP PRICE 0.00			
	SALE PRICE 0.00			
VEND # 290	PO # 196697	DOCUMENT #	INVOICE #	INV DATE
				INV AMT 30.00

User-Defined Fields

Field Name	Value
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G/L Accounts

TYPE	DESC	ORG	OBJ	PROJ	PERCENT
1	ASSET	700	141300		100.00
2	CONTRA	700	300400		100.00
5	DEPRECIATION EXPENSE	700212	670100		100.00
6	ACCUMULATED DEPRECIATION	700	142000		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
213	612800		30.00
276	630100		451.00

170 4.81

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 _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING SALE OF SIDEARM TO OFFICER BRADLEY WALKER UPON HIS
RETIREMENT FROM THE CITY OF GULFPORT AND SETTING THE AMOUNT TO
BE PAID FOR SAID FIREARM PURSUANT TO MISSISSIPPI CODE
ANNOTATED § 45-9-131, AND FOR RELATED PURPOSES**

WHEREAS, Mississippi law provides that, upon approval by the governing authorities of a municipality, a member of any municipal law enforcement agency who retires under any state retirement system may purchase his personal sidearm from the municipality at a cost to be determined by the governing authorities; and

WHEREAS, Officer Bradley Walker, of the Gulfport Police Department, has retired from the City of Gulfport, effective May 1, 2022, and his retirement is pursuant to a state retirement system; and

WHEREAS, Officer Bradley Walker has expressed his desire to purchase his personal sidearm from the City at the time of his retirement; and

WHEREAS, the Gulfport Police Department has advised that the proper charge for the sidearm is \$4.81.

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 Gulfport Police Department is authorized to sell to Officer Bradley Walker, in light of his retirement, his personal sidearm at a cost to Officer Bradley Walker of \$4.81.

SECTION 3. That this Resolution shall be spread upon the minutes of the Gulfport City Council and shall be effective 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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2022.

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 _____, 2022, the following Resolution:

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

WHEREAS, the City of Gulfport is in possession of certain and various pieces of equipment and other items of Municipal personal property (as more fully outlined, described and delineated in the Memorandum of Gus Wesson, Director of Leisure Services, which is attached hereto as Exhibit “A”) that it desires to dispose of; and

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

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

WHEREAS, the City of Gulfport proposes to sell and/or auction the aforementioned vehicles, machinery, equipment and other items of Municipal personal property at a fair market value to be determined via public auction, and/or via solicited bid/public sale, at the discretion of the administration; and

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

obtained therefore and further finds that it is in the best interest of the City of Gulfport that the aforementioned equipment and other items of personal property be hereby conveyed, sold and assigned as the same is surplus personal property belonging to the City of Gulfport.

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

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

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

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

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2022.

MAYOR

Leisure Services
Scrap Metal 3.14.22

Original Location of Asset	Asset Description	Reason for Scrap	Quantity
<i>Sportsplex Softball/Baseball Fields</i>	<i>4 High aluminum bleachers (15' long)</i>	<i>Damaged during Hurricane Zeta</i>	<i>5</i>
Sportsplex Soccer Area	3 High aluminum bleachers (21' long)	Hurricane Zeta	5
Sportsplex Soccer Area	soccer goals and pieces	Hurricane Zeta	5
Sportsplex Soccer Area	Single High aluminum bench	Hurricane Zeta	3
Quansot Hut	Aluminum event barricades 8' x 3'	regular damage	2
Triangle Park	3" diameter iron poles - swing set	damaged	120 LF
Orange Grove Community Center	square tubing for gate	damaged	120 LF
Warehouse	siding 6" pieces	damaged	50 LF
Gaston Point Ballfield	bleachers 4' high 20'	damaged	4
Triangle Park	picnic table	damaged	2
Warehouse	8' steel arches	damaged	35
Warehouse	rgb tree frames	damaged	?
Triangle Park	playground parts	damaged	?
Jones Park	30" steel bollards	damaged	50
Orange Grove Community Center	steel fence poles	damaged	?
Quansot Hut	steel barrels 50 gal	damaged	30
Quansot Hut	barrel lids and rings	no longer needed	75-100
Harbor Lights	damaged tree frames 4' x 5' sections	Hurricane Zeta	10

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 _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL DECLARING CERTAIN AND VARIOUS PARTS AND TOOLS AND OTHER ITEMS OF MUNICIPAL PERSONAL PROPERTY TO BE SURPLUS PROPERTY WHICH IS NO LONGER USED OR NEEDED BY THE MUNICIPALITY AND AUTHORIZING SALE OF SAID ITEMS OF MUNICIPAL PERSONAL PROPERTY BY PUBLIC SALE, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is in possession of certain and various parts and tools and other items of Municipal personal property (as more fully outlined, described and delineated in the list attached hereto as Exhibit “A”) that it desires to dispose of; and

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

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

WHEREAS, the City of Gulfport proposes to sell and/or auction the aforementioned parts and tools and other items of Municipal personal property at a fair market value to be determined via public sale pursuant to Miss. Code Ann. § 17-25-25(2); and

WHEREAS, the Governing Authority of the City of Gulfport finds that the listed parts and tools and other items of Municipal personal property as found in Exhibit “A” hereto are of no further value to the City of Gulfport due to their condition, age or other factors specific to each piece of personal property and further finds that the City of Gulfport is authorized to offer these items for sale to the highest bidder via public sale (or any other method authorized by statute) to ensure that fair market value is obtained for the said items of surplus municipal personal property.

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

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

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

Section 3. That the parts and tools and other items of Municipal personal property as listed in Exhibit "A" hereto be, and they are hereby authorized to be offered for public sale, in accord with § 17-25-25(2) of the Mississippi Code of 1972, as amended, as a "lot", with the final approval of said sale being subject to further action by the Gulfport City Council.

Section 4. That the Administration is hereby authorized to post notice of the above noted public sale as required by Miss. Code Ann. § 17-25-25(2) in substantially the form attached hereto as Exhibit "B".

Section 5. 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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

MAYOR

Invitation to Bid via Public Sale

The City of Gulfport hereby solicits bids, pursuant to Miss. Code Ann. § 17-25-25(2), for the surplus tools, parts, and other items of Municipal personal property listed in attached Exhibit "A" (collectively, the "parts"). The equipment will sold as a single lot. (Bids will be received via electronic mail submitted to Jessica Versiga at jversiga@gulfport-ms.gov. Bids will be received until 9:00 AM on June 20, 2022, at which time the City will evaluate all bids received. The subject line of the electronic mail bid should read "Bid – Surplus Public Works Parts". The City reserves the right to reject all bids for any and all reasons.

The bids will be evaluated and the bid will be awarded to the highest and best offer for the equipment. The City will accept bids for payment for the equipment via cash or certified check. Until the time fixed for evaluation of bids, the City shall not share with any party the amount of any bidder's bid with any bidder or other third party.

Questions regarding this bid or the equipment should be directed to the Purchasing Office in writing by e-mail to Jessica Versiga, jversiga@gulfport-ms.gov, not less than two (2) business days prior to the bid due date. All questions must be submitted in writing; telephonic inquiries will not be considered. The tools may be inspected by contacting Tyler Gentry at 1-228-236-6795 to schedule a mutually agreeable time for the inspection with said inspection to occur on or before close of business (3:00 PM) on June 17, 2022.

Bids submitted after 9:00 AM on June 20, 2022, shall not be considered. No bid may be withdrawn or modified after the time fixed for evaluation of bids.

This Invitation to Bid shall be posted in a prominent location in City Hall, the Police Department, the Hardy Building and the Public Works Building (Hewes Avenue).

EXHIBIT "A"

QTY	PART NUMBER	DESCRIPTION
1	02250125-372	AIR FILTER
1	02250199-135	OIL FILTER
2	233-9856	ELEMENT
2	02250153-904	FUEL FILTER
2	250028-032	FILTER
1	02250150-120	FUEL WATER SEPERATOR
1	02250186-108	SIGHT GLASS
1	02250119-658	LAMP
1	02250223-967	OILER SIGHT FEED DOME
1	250027-198	FILL LINE OILER
4	02250122-817	AIR FILTER INNER
1	WJ206	RUBBER LATCH 6"
2	RC250	RAIN CAP 2-1/2"
2	394989	CARB KIT
2	1626857380	VALVE BALL
4	1R-0734	OIL FILTER
1	784691	FUSEABLE LINK
2	35794	3" CLAMP
1	7-02210-1	AIR FILTER
2	133711A1	SWITCH LIGHT
1	6V-7359	GROMMET
1	5P-7465	CLIP
1	5P-7464	CLIP
5	87436836	RELAY 5 PRONG
1	133713A1	SWITCH LIGHT
1	200-6374	VALVE COVER GASKET
10	245466A1	SPLIT PIN CASE
1	390-0537	BELT 8K
4	241-6003	BELT
2	479-4133	FUEL/WATER FILTER
2	360-8960	FUEL FILTER
2	7W-2326	OIL FILTER
4	221-2661	AIR FILTER
1	339-1048	KIT ASSY
2	346-6688	AIR FILTER
2	525-6205	FUEL FILTER
3	471-7003	HYDRAULIC FILTER
2	362-1163	HYDRAULIC FILTER
1	466-6258	ADAPTER GP
1	49109	AIR FILTER
2	D121152	LAMP ASSY RED
1	214-2968	LAMP
2	115-1715	LAMP A
2	D135384	LIGHT ASSY AMBER
2	91946C1	LAMP ASSY

1	D132682	HEADLIGHT
1	D103626	PIN 590 KING PIN KIT
4	416-12120	BOLT
1	86624993	SCREW
1	83985067	REDUCER BUSHING NH
2	E7NN94231N00AB	DAMPER
4	8Y-7287	HINGE
1	378957A3	LEVER ASSY
1	86596057	PIN CLEVIS
1	86625042	CLEVIS
1	280236	PIN SPLIT
1	87825	NUT
5	8E-6208	PIN
1	8Y-7285	SUPPORT
1	100-7604	LATCH ASSY
5	8E-6209	RETAINER
1	9R-8594	PIN ASSY
1	85803978	CLUSTER TACHOMETER
1	131-8775	BRACKET ASSY
1	183-8383	WINDOW KIT
1	135-8168	CLAMP
1	133-6317	WASHER
13	131-3987	SCREW
1	134-0143	CABLE
1	5C-8811	WIPER BLADE REAR
1	7X-2497	HANDLE
1	213-6043	HARNESS ASSY
1	87355337	RELAY 40 AMP 5 PRONG
1	418-06-22320	WIRING HARNESS
2	114980A1	GAS SHOCKS
1	423-926-A340	WIPER BLADE 18"
1	47132449	SWITCH, SAFTEY
1	3B-5319	COTTER PIN
1	231-0687	STUD WHEEL
3	226-4346	STUD WHEEL
3	201-1919	NUT
4	34M7042	SPRING PIN
1	87612492	TOOTH, BUCKET
3	85801097	PIN FOR 87612492 TOOTH
8	1U-3202	TOOTH
2	87912492	TOOTH, BUCKET
4	RY116T	RELAY
2	103670A1	CLAMP HOSE
4	87039085	CLAMP HOSE
1	AT101565	HYD. RESIVOIR BREATHER
1	AT171853	AIR FILTER
1	AT184590	CAB AIR FILTER

1	AT191102	CAB AIR FILTER
1	AT304631	WIPER BLADE
1	AT332909	SECONDARY AIR FILTER
1	DZ105796	FILTER ELEMENT
3	H216169	FUEL BREATHER
2	H217849	FITTING
1	RE540710	OCV FILTER
1	RE541922	FUEL FILTER, PRIMARY
3	RE544394	FINAL FUEL FILTER
1	PA4997	AIR FILTER
12	87613252	WASHER
6	86625149	RING SNAP
6	86625259	WASHER
14	103-16175	RING SNAP
8	025279	RING SNAP
1	85938	LIGHT PANEL RED
1	RL-5104	LIGHT SWITCH
1	1689785C91	VALVE
6	D127507	BUSHINGS
1	35450-75592	FLASHER
5	495-81226	WASHER
1	87802132	SEAL KIT
1	87801006	KIT
26	00003901	LOCK WASHER
1	R123417	GASKET
1	R89944	O-RING
2	A183953	JOINT
3	81900328	WASHER
1	131691A1	SWITCH
1	087-8456	BELT V
1	099-3216	V BELT
1	160535A1	BEARING
1	49108	AIR FILTER
5	442689A1	TOOTH
3	D41659	SHANK
1	130-3216	BELT SET
1	9968359	TRANS FILTER
1	13584094	CONNECTOR
1	84402	TEMP SOCKET HIGH
1	B7135896	LIGHT HARNESS
1	B7244464	LIGHT HARNESS
1	B6661150	MICRO SWITCH
1	B7222118	LIGHT WORK
1	B6675938	LIGHT WORK
3	B6668928	RET PIN
3	B6628547	WASHER
1	B7311865	GREASE FITTING

5	B6655752	GREASE FITTING
1	6667934	LIGHT BULB
2	H1-55W	BULB
2	B7246779	COUPLER HYDRAULIC
1	7246791	HYD COUPLER
2	7246777	COUPLER MALE
1	7246793	COUPLER HYDRAULIC
3	A-202702-12-6S	3/4" MORB X 3/8" MIC ADAPTER
1	B79K12	O-RING 10
1	G60490-0606	HYDRAULIC FITTING
1	7023559	BELT DRIVE
1	B7104694	HARNESS
3	6990346	KIT TOOTH
1	P6503	FUEL FILTER
2	B7144089	COVER CLAMP
1	B7104659	HARNESS
1	7029012	FUEL FILTER
1	7318870	FUEL FILTER
1	7029016	FUEL FILTER
2	7004879	PILOT FILTER
1	7005577	BELT COMPRESSOR
1	7010300	FAN BELT
1	B7346002	LIGHT COVER
2	B7103217	WASHER
1	B6672489	GASKET VALVE COVER
3	6666376	AIR FILTER INNER
8	7238925	FAN BELT
1	7222791	AIR FILTER
1	B6675517	OIL FILTER
3	7009365	FILTER OIL HYDRAULIC
2	B7023550	CAP FUEL
3	7178328	BELT
4	B6691584	SHANK
5	122665A1	TOOTH
5	CN14173	TOOTH LOCK PIN
7	6666375	AIR FILTER OUTER
1	6690907	AIR FILTER OUTER
1	6661248	CASE DRAIN FILTER
1	7020361	AIR FILTER INNER
6	6666376	AIR FILTER INNER
25	B6704903	BOLT
65	B63D8	NUTS
2	B47C832	BOLT
2	6737326	PIN FLEX
18	B6739510	BOLT
6	B6737322	TOOTH ASSY
8	B7107330	TOOTH ASSY

1	B6666333	AIR FILTER
12	95D10	NUT
2	4162-029B	WING NUT 1/4
6	6665295	TEETH CENTER
1	B6631036	BALL JOINT
1	B7109034	ROD
2	B7028228EF	RUBBER TRACKS
2	RT100510A-WI	RUBBER TRACKS
1	035200295	HYDRAULIC VALVE
1	071661657	CONTROLLER UPPER
2	020031113	CAPSCREW STEEL HEX
2	020031010	CAPSCREW STEEL HEX
4	020401001	WASHERS STEEL FLAT
4	020401101	WASHERS STEEL FLAT
2	020301001	NUT STEEL HEX
2	020301102	NUT STEEL HEX
1	5534PT	ILLUMINATED AMBER ON/OFF SWITCH
2	SW12942	BLUE ROCKER SWITCH
2	SW12933	RED ROCKER SWITCH
1	970032663	TOGGLE SWITCH
2	059400003	SWITCH TOGGLE ON/OFF
1	2724924	ACCUMULATOR
2	10365852	ELBOW
1	12544568	FUEL RETURN LINE
9	14066305	FUEL LINE HOSE
1	38035	BLADE, LOW AIR, 2 FAN 1/8" MP
25	#12	#12 HOSE CLAMP
12	#16	#16 HOSE CLAMP
20	#20	#20 HOSE CLAMP
16	#28	#28 HOSE CLAMP
50	#32	#32 HOSE CLAMP
34	#36	#36 HOSE CLAMP
2	#40	#40 HOSE CLAMP
5	#44	#44 HOSE CLAMP
8	#10	#10 HOSE CLAMP
38	#24	#24 HOSE CLAMP
10	F4UZ-13B765-A	BULB
3	7506	BULB
2	16151234	BULB
2	16129065	BULB
4	25086809	BULB
4	9003	HEADLIGHT
2	9004	HEADLIGHT
2	9005	HEADLIGHT
3	9006	HEADLIGHT
2	9007	HEADLIGHT
22	2057	BULB

13	3156	BULB
10	1157	BULB
3	1662	BULB
19	3057	BULB
14	3357	BULB
14	3157	BULB
22	4157	BULB
2	9145	HEADLIGHT
2	3155	BULB
2	168	BULB
1	7440	BULB
2	578	BULB
2	4114	BULB
1	15199562	BULB
2	3757NA	BULB
9	7528	BULB
3	4114	BULB
1	50CP	BULB
6	DE3175	BULB
3	211.2	BULB
2	7815-11-1010	BULB
11	4057	BULB
8	4157NA	BULB
13	3057NA	BULB
12	1156NA	BULB
6	3357NA	BULB
2	1157NA	BULB
18	1914NA	BULB
22	3157NA	BULB
16	1893	BULB
14	89	BULB
21	1895	BULB
18	921	BULB
16	912	BULB
5	1683	BULB
18	194	BULB
14	17643	BULB
12	53	BULB
21	57	BULB
6	33251-49170	GRADE 8 LUG NUTS
8	32530-27410	STUDS, 2 X 1/2 INCH
11	A38208	BOLT LUG GRADE 8
16	222CAP	OUTER STUD CAPS
5	2093130	RT REAR LUG STUD
6	8891752	
3	12389580	WHEEL STUD
2	E-5977-L	OUTER CAP NUT

5	88891761	NUT
1	E-10215	
31	279670	
10	83955490	BOLT
6	87651028	SCREW STUD
20	5102745	STUDS
3	83999830	NUT
26	12164224	NUT, WHEEL NEW HOLLAND
4	E-7895-L	NUT INNER
4	E-8949-L	STUD
4		PLASTIC CABINETS
1		METAL CABINET
1	288431	CYLINDER THUMB
1	25343	CYLINDER
3	6T0151R	CYLINDER
1	32215	CYLINDER
2	620-0216	CYLINDER
1	S0041776-001	CYLINDER
2	KB-0607	CYLINDER
3	CYLINDER HYD REBUILT	CYLINDER
1	CYLINDER HYD REBUILT	CYLINDER
1	009421	HYD MOTOR
1	011975	HYD GEAR MOTOR
1	011975	HYD GEAR MOTOR (USED)
1	5364.00	SOLVENT PUMP
1	3010-0026B	HOSE REEL MOTOR
1	FRONT PUMP	FRONT PUMP
1	PUMP MOTOR	PUMP MOTOR
3	009421	HYD MOTOR REBUILT
1	99.912	HYD MOTOR REBUILT
1	06504011	HYD MOTOR REBUILT
1	99-912	MOTOR HYD
1	F91-RE71133	AIR COMPRESSOR ASSY
1	622-0449	FAN DRIVE MOTOR
4	76040849	BOLTS
4	87582723	NUT
1	76092242	CABIN AIR FILTER
1	57037	OIL FILTER
1	76092248	CABIN AIR FILTER
1	76067303	CABIN AIR FILTER
2	1931144	AIR FILTER INNER
1	1930604	AIR FILTER OUTER
1	87312626	RELAY
5	86625256	WASHERS
4	0112826	WASHER
6	0156886	DIODE
1	0156889	RELAY

2	0138252	BOOT
1	7-0571	PLUG 5/8
1	0110123	CABLE
2	0112750	BOLT
1	0113395	LEVER THROTTLE
13	0110135	PLUG
1	0112733	CLAMP
1	0156841	FITTING NIPPLE
1	7-0572	PLUG 3/4
2	0110119	MICRO V BELT RD25
1	0201356	BOLT
3	11EM-21051-A	A/C INNER FILTER
1	11N6-90780	HEATER CORE
2	31MH-23020	HYD LINE FILTER
2	31L1-4041-A	RETURN FILTER
4	E131-0212-A	HYD RETURN FILTER
2	11N6-24530-A	AIR FILTER INNER
1	31K6-01320	DRAIN FILTER
3	34340-10101	OIL FILTER
2	ZGAQ-02400	T/M OIL FILTER
1	34362-04100	FUEL FILTER
2	84228488	OIL FILTER
2	31E1-10300	HYD SUCTION FILTER
4	31K6-01320	DRAIN FILTER
2	31E9-0126-A	FILTER SPIN
2	48142231	HYD FILTER
1	84170818	FUEL FILTER
4	1930743	FILTER ELEMENT
1	13515	OIL FILTER
4	33536	FUEL FILTER
2	XJAF-03012	FUEL FILTER
1	57488	OIL FILTER
1	84412164	FUEL FILTER
2	47411966	ELEMENTS
2	87982999	AIR FILTER
1	46560/88560	AIR FILTER INNER
4	84220/57220	TRANS FILTER
2	1931145	FILTER ELEMENT
1	ABPN122-53226FL02	FUEL/WATER FILTER
1	81Q6-14242	VALVE GREASE
2	31E3-0018-A	IN-LINE FILTER
1	31EE-02110	BREATHER ELEMENT
1	S632-165002	O-RINGS
5	S632-170002	O-RINGS
1	S631-071001	O-RINGS
2	S632-150002	O-RINGS
4	XJAF-02498	BOLTS

1	31E5-40520	SWITCH AUTO IDLE
2	11NA-71050	BOWL ASSY
3	11N6-90770	A/C FILTER
1	A304000401-4	CHARGE VALVE ASSY
1	SKBQ-00008	PLUG DRAIN
2	AM70003600-3	SEAL FILTER FRESH
2	11NA-71100	O-RINGS
1	11N6-30040	CLAMP ASSY
1	11NA-71080	O-RINGS
1	11NA-71070	SENSOR
2	11NA-71090	SCREW
3	S109-160450	BOLTS
1	Y171-024004	O-RINGS
1	S631-018004	O-RINGS
1	S631-011004	O-RINGS
1	XJAF-02459	SENSOR ANGLE
1	81N6-00120	CONNECTOR
1	S621-014001	O-RINGS
2	81N6-00110	ELBOW
1	X500-110001	CONNECTOR
2	X500-110003	CONNECTOR
2	S621-018001	O-RINGS
2	S651-81008	NIPPLE GREASE
1	AT460574	SENSOR
2	T376400	SERP BELT
2	R56101	CLAMPS
1	AT304631	WIPER BLADE
1	AT184590	CAB FILTER
1	AT191102	CAB FILTER
1	RE540710	OCV FILTER
2	R48568	CAP
2	H216169	BREATHER
2	H217849	FITTING
1	T24802	CLIP
4	FVA00033065	HYD STRAINER
1	AT332909	AIR FILTER
1	TK350P	TOOTH PIN
1	TK350FD	TOOTH
1	6684564	MIRROR
1	RE541922	FUEL FILTER
1	H216169	FUEL FILTER
1	RE544394	FUEL FILTER
1	AT475239	FUEL FILTER
1	RE560683	BOWL SEDIMENT
4	O2109700	O-RINGS
1	DZ117493	SENSOR FUEL
1	DZ110639	SENSOR

1	AT101565	FUEL FILTER
1	31N4-30132	VALVE-T/M CONTROL
1	11N6-90760	CABIN AIR FILTER
2	71LB-00290	A/C FILTER
2	0156910	FLOOD LAMP
3	21EK-10180	TAILLIGHT ASSY
1	21EK-10120	HEADLIGHT ASSY
2	21EK-10351	FLASHER POSITION
1	161444A1	SEAL GLASS
1	161447A1	TAPE
1	J75481	GREASE FITTING
2	07020-00000	GREASE FITTING
2	07020-00900	GREASE FITTING
1	XJAF-02458	SENSOR OIL PRESSURE
1	21ER-60702	FLASHER UNIT
2	31Q4-40800	PRESSURE SENSOR
3	XJAF-02400	SEAL INJECTOR
1	24L1-05100	RELAY 5P
1	H42470	24V HEADLIGHT
1	7537	BULB 24V
2	423HSA-1	STROBE LIGHT
52	S037-102566	BOLT W/WASHERS
2	417-06-23221	BULB
2	41G-06-13230	BULB
4	08104-12420	BULB
6	08105-12420	BULB
18	02090-10845	BOLTS
18	02290-10813	NUTS
2	V17SYL	TOOTH
2	V13-17PN	PIN
1	AT460574	SENSOR
1	AT475239	WIRING HARNESS
1	DZ117493	SENSOR ASSY FUEL
2	R48568	VALVE
1	RE560683	BOWL SEDIMENT FUEL
1	TK350FD	TOOTH
1	TK350P	PIN
4	TK4L	LOCK
1	417-20-A1030	U-JOINT
11	81E6-26060	TRACK PAD BOLTS
23	E181-2505	TRACK NUTS
7	A58212	PLOW BOLTS W/NUTS
1	423-926-A220	WEATHER STRIPPING
1	423-926-A210	WEATHER STRIPPING
1	6735-51-5143	OIL FILTER
1	6732-71-6120	SEPERATOR FILTER
1	6732-71-6112	CARTRIDGE FUEL FILTER

1	424-16-11140	FILTER
1	07063-01054	HYD. OIL FILTER
1	207-60-51410	FILTER
1	207-04-A1100	FUEL FILTER
1	20Y-54-39450	WIPER BLADE
1	427-926-A530	MOUNT HAND
1	419-15-14860	O-RING
1	424-16-11130	O-RING
2	07000-12115	O-RING
1	417-54-24280	GAS SPRING
1	6732-81-3391	BELT
6	XS05SYL	TOOTH BUCKET
6	XS05P	PIN ASSY
2	P950-127336	HOSE ASSY TRAVEL LINE
3	FYA00033065	FILTER
2	YN50V01014P1P	CAB AIR FILTER
2	YN50V01015P3P	CAB AIR FILTER
1	YY11P00008S002	AIR FILTER INNER
3	YY11P00008S003	AIR FILTER OUTER
1	YN80S00010F1	LIGHT
1	VA32A40000400	OIL FILTER
2	VA32K6201010	FUEL FILTER
2	VA32K6201020	FUEL FILTER
1	176552A1	TOOTH PIN
4	61LM-10230	SPACER
4	61N8-00170	SPACER
1	100455	TEMP GAUGE
9	E161-3057	O-RING
13	E161-3055	O-RING
1	S391-070135	SHIM ROUND
5	01435-01225	BOLTS
8	S391-090130	SHIM ROUND
20	4F3654	PLOW BOLTS
20	4K0367	NUTS 5/8
20	5P8247	WASHER 5/8
1	YN50V00002S001	HYD STRAINER FILTER
1	YY05P00061S005	CAP, RADIATOR
1	B16T0442D5-1P	SPACER
1	B16T0442D44-2P	SPACER
1	B16T0442D57-2P	SPACER
2	B16T0442D2-2P	SPACER
1	LP02B01060D1-1P	SPACER
1	LP02B01060D2-1P	SPACER
2	B16T0442D19-2P	SPACER
2	B16T0442D43-2P	SPACER
2	B16T0442D56-2P	SPACER
1	176552A1	FASTNER PIN

1	X290	TOOTH
1	XKAH-00366	SEAL KIT
1	XKAH-00317	SHAFT MAIN
1	XKAH-00349	GEAR
1	XKAH-00314	BEARING BALL
1	XKAH-00088	SEAL OIL
1	XKAH-00345	COUPLING
2	XKAH-00344	PLATE THRUST
8	S109-100306	BOLT SOCKET
2	S621-014001	O-RING
2	S621-018001	O-RING
2	S631-018004	O-RING
2	XCAV-00127	O-RING
1	X500-110003	CONNECTOR-ORFS
2	31N5-40021	FITTING
2	31N4-01461	HYD. FILTER
6	31E3-4529-A	HYD. FILTER
1	600-181-6740	AIR FILTER KIT
2	XJAF-02500	BELT, WATER PUMP DRIVE
1	11E4-3601	A/C BELT
1	YM129150-35153	OIL FILTER
2	07000-12065	O-RING
1	YM119802-55710	FUEL/WATER FILTER
1	YM119802-55801	FUEL FILTER
1	22L-60-22120	HYD FILTER
1	5309255	GASKET VALVE COVER
4	S109-060156	BOLT SOCKET
1	XKCT-00001	NUT CAP
3	S631-011004	O-RING
2	ZTAM-01201	O-RING BRAKE DISC
2	ZTAM-01202	O-RING BRAKE DISC
1	S631-011004	O-RING
1	Y171-024004	O-RING
6	159902A1	RELAY
1	150099A1	SENSOR BATTERY
4	471271	WHEEL SEAL
1	LL-6987-168	LENS GAUGE PANEL
2	A218226	OIL FILTER
3	D164457	HYD SUCTION FILTER
8	D141112	FRICTION DISC
10	D700251	OUTER PLATE
2	D700252	PISTON SEAL SMALL
2	D700253	PISTON SEAL LARGE
2	D700305	HUB SEAL
2	D700306	AXLE SEAL
1	A218869	AIR FILTER OUTER
1	A218870	AIR FILTER INNER

2	D140182	TRANS FILTER
2	D516976	HYD RETURN FILTER
1	A218357	ROTOR
4	A218377	SPARK PLUGS
1	YM119808-12520	AIR FILTER OUTER
2	42209	AIR FILTER
1	46850	AIR FILTER
1	A218378	WIRE SET
1	PAI1244	RELAY 5 PRONG
1	LL-3674-2307	BOOT JOYSTICK
2	LL-7160-57	BOLT M22X55
2	LLM-4886-82	HYD TANK DRAIN PLUG
1	LL-3844-5	TOGGLE SWITCH 3 POSITION
5	564.46352	LIGHT, AMBER MARKER
1	NRG27PPVB 85R	PRES PROTECT VALVE
1	6222084-001	AIRBAG DRIVER SEAT
2	BEC061A	HYD. BREATHER CAP
1	T3188	CAP, FILL STAG RSVR
3	VFMA15F41	RELAY
1	T3248	SIGHT GLASS
2	WEA3220X6X4	BRASS FITTING
1	A06-30769-010	ROCKER SWITCH
3	12105	DRAIN VALVE W/CORD
1	500-8094	VALVE DUMP
1	H17256TU	1/2" BALL VALVE
1	896H1AHCR1U0312V	RELAY 12V 50 AMP
1	300-80016	PIN UPPER TAIL GATE
1	06-62384-002	SENSOR LEVEL FLUID
1	F6HZ-19N619-BA	CABIN AIR FILTER
1	06-43584-000	BRACKET BATTERY BOX COVER
2	K0184	CIRCUIT BREAKER 50 AMP
3	6805400424	DIODE-INLINE
1	46664	AIR FILTER
2	42776	AIR FILTER
1	GE-00212	SUCTION FILTER
2	FS1098	FUEL/WATER FILTER
2	5303604	FUEL FILTER
10	P616400	AIR FILTER
4	LF3970	OIL FILTER
5	FF63009	FUEL FILTER
1	220-8678	O-RING
4	VMLT1808F	FILTER RESERVOIR
2	47640920	HYD BREATHER FILTER
5	14-17927-000	PSR FILTER
2	ABPN122-R50550	FUEL/WATER FILTER
1	ABPN83324191	WATER VALVE KIT
1	800622	DASH CONTROL VALVE

1	6808200020	LAMP ASSY TURN
2	5023	TAILLIGHT ASSY LEFT
1	15148690	TAIL LIGHT ASSY
1	15148689	TAIL LIGHT ASSY
1	224-4536	SENSOR PRESSURE
1	119-3075	REGULATOR THERMOSTAT
4	135-9819	AIR COMPRESSOR SEAL
1	3E-7278	SWITCH ASSY
1	681-291-00-82	PAD PEDAL
1	R803108	SLACK ADJUSTER FRONT
1	CS56040	SLACK ADJUSTER
1	EUCE-2459SBK	SLACK ADJUSTER REAR
2	STL12RK	LED LIGHT
1	MR206	6" MIRROR
1	MR217	7-1/2" OFFSET MIRROR
3	393-0112	HUB SEAL
3	393-0173	SEAL AXLE
1	11-14418-000	GASKET, AXLE SHAFT 7.00
10	KB-0609	HEX NUTS
10	KB-0608	BOLTS
1	RC500	RAIN CAP 5"
2	90555396	1/4 AIR REGULATOR
1	KB-0309	BANJO PIN 3/4"
1	15538162	BEARING THROWOUT
2	KB-0405	CLAMP
2	KB-0505	BUSHING
1	KB-0605	EXTENSION FITTING 6"
1	1604486	THROTTLE CABLE
1	46981	CABIN AIR FILTER
1	15574632	BRAKE VALVE
2	KB-0613	CUTTING EDGE
1	P527682	AIR FILTER
2	23784-10	7 WAY PIGTAIL
1	662326	FRONT COVER
4	CQ19113	CLEVIS PIN
2	11-852	PLUG SINGLE PIN
3	12-010	GLAD HAND
8	359-5990	AXLE PLUGS
11	359-5915	AXLE PLUGS
6	RTP2	RELEASE STUD
2	HBF6	CAP BREATHER 3/8
2	P544432	AIR FILTER
2	357-7540	VALVE
2	A 540 090 01 51	FUEL FILTER
2	LF9009	FILTER
1	22-49905-000	CONTROL VALVE CABLE
1	T77421A2C	BLOWER MOTOR

1	15651266	FAN CLUTCH
1	01-27116-004	V-BELT
3	9345	V-BELT, WATER PUMP
2	01-27116-007	V-BELT
1	01-32731-635	SERP BELT
1	4080895DF	SERP BELT
4	A 000 090 15 51	OIL FILTER
1	KB-2712	HYD FILTER
2	15739240	COOLANT FILTER
2	P550388	HYD FILTER
4	ABPN122R50418	FUEL FILTER
1	FL3Z*19N619*A	CABIN AIR FILTER
2	BC3Z*9N184*B	FUEL/WATER FILTER
1	LF9009	FILTER
2	57213	OIL FILTER
1	88744	AIR FILTER
1	15584165	BUSHING SHIFT PIN
1	905-095	SHIFT TUBE BUSHING
10	15612948	WINDOW CLIPS
8	15960325	RETAINER CLIPS
2	188501004	DOT UNION 1/2
1	G60312-0606	ADAPTER SAE
1	E7TZ*1522601*A	HANDLE ASSY LEFT
1	84594588	HORN KIT
2	12542906	WIRE HORN
1	12542907	WIRE HORN
2	F4TZ*9324*DA	HOSE ASSY
1	PAI1385	RED KNOB PIN TYPE
2	E-5561-L	STUD
1	E-7895-L	NUT INNER
2	N9101420100009	SCREW BOLTS
2	23-12667-000	PIN CLEVIS
2	38410	DOOR PIN BUSHING
1	1L3Z*13776*AAE	LAMP ASSY
4	12177233	RELAY FUEL PUMP
1	15551633	FAN MOTOR RESISTOR
1	RU904	BLOWER RESISTOR
4	RKIBPADLATKBDY	LATCH
6	C-TBC175	CLAMP 1.75 ID T BOLT
5	300-80029	KIT BODY RAISED
1	7C3Z*8A616*F	FAN CLUTCH ASSY
1	PM249	BLOWER MOTOR
1	CP677X	U-JOINT KIT
1	15169225	A/C CONTROLLER HEAD
1	15609474	CLUTCH BRAKE
1	15619624	DOOR HANDLE OUTSIDE
1	1L2Z*19986*AA	SWITCH ASSY

1	10497187	SWITCH, HEADLIGHT
1	125-9859	SENDER PRESSURE
1	E8TZ-9S283-A	OIL PRESSURE SWITCH
1	FSC27492108	SWITCH PRESSURE
1	R955342	ABS SENSOR KIT
1	26029510	CAM STEERING
2	12540326	DOOR PINS
25	25640501	CLIP
2	88891766	DOOR SPRING
1	LC14390	IGN LOCK CYLINDER
2	15977708	LUG NUT KODIAK
1	BC3Z*9601*A	AIR FILTER
1	370018A	WHEEL SEAL
1	222-3909	REAR MAIN SEAL
1	370212A	SEAL WHEEL
3	370023A	OIL SEAL
1	3924148	DRAIN PLUG
2	HC3Z*9030*D	FUEL CAP DIESEL
2	F19U*17K606*AA	CAP WASHER WINDSHIELD
1	F5TZ*9G270*A	CAP
1	309101-2001	ON/OFF SWITCH
1	VTGM28098	FUEL FILTER BOWL
1	GM25554	FUEL FILTER
1	42109	AIR FILTER
2	HDM15-1000	MUFFLER HANGER
3	R521051	BELT
2	01C268398	FUEL/WATER FILTER
1	901-050	INNER AIR FILTER
1	RE515404	FILTER KIT
2	20553-82	24VDC RELAY
3	7-1018	STARTER SOLENOID 24V
4	SP070-136	HANDLE BRACKET
1	745-107800N	CHECK VALVE KIT
1	480841000	CABLE ASSY WIRE WINCH
1	480864100	PRESSURE TRANSDUCER
1	42NL58	PRESSURE SWITCH
2	264266	AIR FILTER
1	AUT480236000	VALVE SOLENOID
1	1883605C92	HOSE ASSY
1	FLTBM35442611	BLOWER MOTOR
1	4100860	SERP BELT
1	P560971	TRANS FILTER
1	49170	IDLER PULLEY
2	2505125C91	BOLT ASSY
4	631-0439	RELAY
8	L-8815	T-HANDLE LATCH
2	B9226-0306	T-BOLT CLAMP

2	B9200-0325	T-BOLT CLAMP
1	HC280	T-BOLT CLAMP 3-1/2
2	HC300	T-BOLT CLAMP 3-3/4
4	114454	SPACER
2	BE04N12SF20	BEARING
3	2509599C92	COVER AND SEAL ASSY
1	HPK990002007	HYD SEAL KIT CARTRIDGE
1	S110593	PIG TAIL PLUG
2	895493R2	GASKET AXLE
6	HF906063046FM	FITTING RESTRICTOR
6	HF10610JM9	FITTING
2	HF806069M	HYDRAULIC FITTING #6
2	HF806069ML	HYDRAULIC FITTING #6
4	SCA2056C	BOLT 1-1/4 X 3-1/2
4	NUC20U	NUT 1-1/4
1	3579498C91	ALTERNATOR REBUILT
2	102171	BLADE, CUTTING EDGE
16	NUS08U	NUTS FOR CUTTING BLADE
16	BL6080243513	BOLTS 1/2-13 X 1-1/2
5	KE64SS	HOSE CLAMP 2-1/2 TO 4-1/2
5	39107	LUG NUT
6	MC44AB1	LIGHT AMBER
6	MC44RB1	LIGHT RED
3	755-1598	TRAILER WIRING KIT
1	ST25RBP	LIGHT STUD MOUNT
11	LT332Y	GMC CAB MARKER
3	F6HZ*15442*DB	LAMP ASSY ROOF
1	4ELTUBE	LIGHT
8	45204	LAMP LIGHT
1	0156908	LIGHT TURN
8	45201Y	LAMP AMBER LIGHT
9	MCL99AC1B	LIGHTS LED
1	45002R	LIGHT LAMP KIT
1	0156895	LIGHT ASSY
2	7414Y	YELLOW BULB
3	63241-5	LIGHT FLOOD
2	T233752	BULB
1	4874AA	LAMP FENDER AMBER
3	4411	LIGHT FLOOD
1	9526	GROMMET, TAIL LIGHT
19	LT30G	GROMMET 2"
15	LT10G	GROMMET 2 1/2"
6	LED15R	LIGHT 2.5 RECTOR
7	LED15Y	LIGHT 2.5 RECTOR
4	V480A	REFLECTOR
2	V487A	REFLECTOR
13	60202Y	LIGHT OVAL YELLOW

7	6064W	OVAL CLEAR BACK UP
8	60202R	LIGHT OVAL RED
5	V107WA	LIGHT SEWER JET TRAILER
4	PM-142R	LIGHT 2 1/2" RED
8	PM146A	LIGHT MARKER 2" AMBER
9	PM146R	LIGHT MARKER 2" RED
11	PM154Y	MARKER LIGHT 4" AMBER
10	PM-142A	LIGHT AMBER 2 1/2"
3	PM154R	MARKER LIGHT 4" RED
9	B134-15R	LENS OVAL RED
8	B134-15A	LENS OVAL AMBER
3	052-00-722	LIGHT MARKER RED
7	426 AMBER	LAMP 4" ROUND AMBER
18	LT528Y	LIGHT AMBER
16	LT528R	LIGHT AMBER
1	68130	DOUBLE CONT PIGTAIL
4	21L1-00550	BULB 24V 5W
1	21EK-10290	BULB 24V
1	CABLE	DOOR RAMP CABLE
1	109511A1	ALARM BACKUP
2	48035	4 FLAT CONNECTOR
1	LP41CBP	LICENSE LIGHT
1	LP21CBP	LICENSE LIGHT
2	12253548	RED CLEARANCE LIGHT
1	12253522	AMBER CLEARANCE LIGHT
1	41G-06-13210	LENS
1	51120	BRAKE CONTROLLER
3	JP02-020	JACK HANDLE
4	3248	BREAK AWAY CABLE
2	419-15-14860	O-RING
1	K71-148-00	OIL CAP 4"
1	K71-038-00	OIL CAP 2-7/8"
7	426 CLEAR	LAMP 4" ROUND CLEAR
4	426 RED	LAMP 4" ROUND RED
2	641	PIN AND CABLE
5	48485	CONNECTOR 7RV BLADE
8	47345	ADAPTER 7 TO 4
1	48115	CONNECTOR
6	48505	7 POLE CONNECTOR
1	48615	BRACKET
8	B142-49	PIGTAIL 2-PRONG
7	B142-50	PIG TAIL 3 PRONG
2	LT40G	LIGHT COVER
3	A8R	LENS
3	124-15A	LENS COVER AMBER
2	423HSA-1	STROBE LIGHT
3	A8RK	LENS

1	A36ABP	LENS LIGHT
6	42750	AIR FILTER
2	901056	AIR FILTER
1	LAF9099	OUTER AIR FILTER
1	PA5400	CAB AIR FILTER
1	SA10270	AIR FILTER
1	46316	AIR FILTER
1	HC3Z*9N184*J	FUEL FILTER
2	42444	AIR FILTER
1	46562	AIR FILTER
3	FL3Z*19619*A	CAB AIR FILTER
1	19259086	AIR FILTER
1	46417	AIR FILTER
2	46747	AIR FILTER
1	XL2Z*7A098*CA	TRANS FILTER
1	3C3Z*6731*AA	OIL FILTER
1	PA31012	AIR FILTER
8	42389	AIR FILTER
9	22845992	AIR FILTER
1	7C3Z*9601*B	AIR FILTER
5	LC3Z*9601*A	AIR FILTER
1	BC3Z*9601*A	AIR FILTER
1	E7TZ*9601*B	FILTER ASSY
1	7C3Z*9601*A	AIR FILTER
1	RS3542	OUTER AIR FILTER
1	49669	AIR FILTER
4	4C3Z*9601*AA	AIR FILTER
4	46077	AIR FILTER
4	46317	AIR FILTER
1	88870	AIR FILTER
1	AT332908	AIR FILTER
1	88871	AIR FILTER
1	P607965	AIR FILTER
2	46449	AIR FILTER
3	R85372	OIL FILTER
2	BC3Z*6731*B	OIL FILTER
1	84750S	OIL FILTER
2	R85036	OIL FILTER
2	57744	OIL FILTER
3	PF46E	OIL FILTER
1	85791	OIL FILTER
3	57182	OIL FILTER
2	85806	OIL FILTER
3	4892339AB	OIL FILTER
6	68191349AC	OIL FILTER
3	33977	FUEL FILTER
3	33978	FUEL FILTER

2	24348	FUEL FILTER
1	33765	FUEL FILTER
1	33270	FUEL FILTER
1	86424	FUEL FILTER
1	R86899	FUEL FILTER
1	DZ115390	FUEL FILTER
1	DZ115391	FUEL FILTER
2	10149	FUEL FILTER
1	96011	FUEL FILTER
2	86296	FUEL FILTER
1	96850	FUEL FILTER
1	11NA-71041	FUEL FILTER
1	A 541 090 01 51	FUEL FILTER
1	34362-04100	FUEL FILTER
1	A 000 180 21 09	FUEL FILTER
1	B7400454	FUEL FILTER
1	68406048AA	CAB AIR FILTER
1	M113621	AIR FILTER
1	M131802	AIR FILTER
1	11N6-24530-A	AIR FILTER
2	15202408	AIR FILTER
1	HC3Z*9601*A	AIR FILTER
1	6666334	AIR FILTER
2	F5OZ*9601*BA	AIR FILTER
1	P616400	AIR FILTER
1	4L3Z*9601*BA	AIR FILTER
1	89316	AIR FILTER
1	88981	AIR FILTER
1	87809	AIR FILTER
3	HK3317	RUBBER HOSE CLAMP
6	HK1113	RUBBER HOSE CLAMP
4	HK1713	RUBBER HOSE CLAMP
1	81827222	RESIVOIR CAP
1	82983533	BATTERY BRACKET
2	97398C1	LOCK ASSY
2	83929594	DIODE
1	093-1433	SEAL
1	87283179	LIGHT BULB
1	093-0083	WASHER
2	096-2138	SEAL
1	095-7101	SEAL
1	RE66560	WIRING HARNESS
5	8E-6258	PIN
1	096-9276	FUEL GAUGE
1	085-4991	WATER INDICATOR
2	096-7033	COTTER PIN
1	096-4643	SENDER

9	8E-6259	BUCKET PIN RETAINER
2	199-6103	BOLT
1	02969980	PIN
1	J919322	INJECTOR NOZZLE 590
4	F44883	CLIP
1	EP34	FLASHER RELAY
1	85810	HEADLIGHT SOCKET
1	00545500	O-RING KIT
1	22596	JAM WASHER
2	MT002037	SEAL RUBBER
1	184297A1	SUPPORT
1	246151A1	SUPPORT, UPPER HOSE
2	246158A1	CLAMP
3	12463090	WIPER MODULE
2	14M7274	NUT
4	19M7779	CAP SCREW
2	19M7784	SCREW
6	19M7819	SCREW
1	AL78698	LAMP
1	AL81719	RELAY
1	AM101629	SWITCH
1	AM103288	IDLER
1	AM106627	IDLER PULLEY 54" - 72"
1	AM121010	HYD. LIFT CYLINDER
1	AM129501	ARM FOR GAUGE WHEEL
1	AM35307	IDLER
1	AMT627	CAM
2	CH14642	SEAL AXLE
1	CH14691	SEAL GASKET
1	DZ114640	FILTER KIT
3	ET15726	SLEEVE
2	JD8188	BEARING
4	JD8253	BEARING
2	M117636	V BELT
1	M126553	GEAR SHIFTER CAP
1	M127426	SHEILD
6	M128485	CUTTING BLADES
1	M134382	SPINDLE
1	M135762	V BELT
1	M150046	V BELT
3	M801012	INTAKE VALVE
1	M801036	O-RING VALVE COVER
1	M801046	CAM FOLLOWER
1	M805669	PACKING GASKET
1	M91339	ARM ANIT SCALP WHEEL
1	M93887	PIN
2	M93888	BRACKET

2	M93889	TORSION SPRING
3	MIU11748	INNER AIR FILTER
1	N101345	LOCK NUT
6	PM7413	FITTING
1	R116961	PULLEY CRANKSHAFT
1	R123459	SERP BELT
2	RE32011	O-RING FUEL INJECTOR
1	RE526834	SEAL KIT
2	T376400	BELT
1	TCA51044	WHEEL REAR
1	TCU12497	V BELT
1	TCU15036	PULLEY
4	TCU16421	ROD
2	TCU38481	SCREW
1	KB-0606	EXTENSION FITTING
2	34396	ADAPTER RESTRICTOR
2	G60800-0404	HYDRAULIC FITTING
4	NUD10FO-0404	FITTING BOS O-RING
13	L171561	DUST SHIELD COVERS
2	973892	1 X 1 BARB FITTING
3	973893	1-1/4 X 1-1/4 BARB FITTING
3	973894	1-1/2 X 1-1/2 BARB FITTING
1	DPR7EA9	SPARK PLUG
1	01-3051	FAN 24V CAB
1	02411000	FITTING HOSE
1	745-1097	FAN ASSY 12V
4	02209600	FILLER CAP
1	BS40592	REAR MAIN SEAL
1	094-3229	HYD FILTER ELEMENT
1	7-08343	AIR FILTER
1	KHH11370	U-BOLT
1	680-987-00-55	SEAL CAB WINDOW
1	289-2348	AIR FILTER
6	46639	AIR FILTER
1	00758647	SHIM
11	D141164	SPACER
1	102-8813	SEAL
6	1340345C1	BALL PIN
10	643522	RING SNAP
11	87366	WASHERS
2	219-89	GREASE FITTING
6	02032200	LOCK WASHER
4	81867564	WASHER SEALS
4	00750479	BOLTS
1	76067174	SPACER
1	0123684	FLAT WASHER
2	6809734	BUSHING

2	0146288	PIN
1	RC418-66770	PIN
1	02965538	PIN
1	R524481	GASKET
1	PA1909	HYD FILTER
1	02960557	SPINDLE CAP
1	81902463	RING
1	02960561	SPINDLE SHAFT
1	027199010	HOSE ASSY
1	027199011	HOSE ASSY
1	040000006	LUBRICANT SPRAY, BEL RAY NON CONDUCTIVE
13	060213017	HOSE SLEEVE 2.5 ID
5	060213022	HOSE SLEEVE 3.5 ID
1	84135607	RUBBER STRIP HOOD
1	RC408-53230	CABLE STOP ENG
2	1U-3252	TOOTH
2	119-3253	SHANK
14	02290-11423	NUTS
2	ZJZ156PN	PIN
5	122668A1	TOOTH
1	STC15	TRANS COUPLER
1	424-809	ROD ASSY
2	424-216	CABLE
2	858-653	SCREW
2	858-603	NUT
2	424-249	BEARING
1	4L1Z*1130*AA	WHEEL COVER
1	XL3Z*13A613*AA	3RD BRAKE LIGHT ASSY
1	12562793	VACUUM PUMP
1	3289102	DRIVE BELT
1	3290051	DRIVE BELT
1	7C3Z-8620-C	SERP BELT
1	11N4-92130	A/C BELT
1	7345	V-BELT
1	061-8384	BELT
1	15625165	V-BELT
1	8580435	BELT
1	9849524	V-BELT
1	6718	BELT
2	7C3Z-8620-E	SERP BELT
3	4C4Z-8A284-GA	SERP BELT
1	F3HZ-8620-F	SERP BELT
2	01-32241-065	BELT, FAN DRIVE
2	GT4080760	SERP BELT
1	4060875	SERP BELT
1	K061066	V-BELT
1	K061251	SERP BELT

1	GT4080774	SERP BELT
2	01-27115-002	SERP BELT
1	01-31894-680	BELT
1	20-2662	SERP BELT
1	9520	V-BELT
1	25-080720	SERP BELT
1	060975	SERP BELT
1	5060810	SERP BELT
1	070733	SERP BELT
1	J911559	BELT
1	K061005	SERP BELT
3	22528	BELT
3	K060895	BELT
1	GM31383	BELT, WATER PUMP
1	GM31384	BELT, WATER PUMP
1	6K870	BELT
1	4081055	SERP BELT
1	6672152	V-BELT
1	4061005	SERP BELT CONTINENTAL
1	14GTR-1400-68	BELT
2	6958	BELT
1	26073	BELT 5/5V1250
2	15630880	UNION FITTING
1	S1815	AIR COUPLER
1	D5AZ*7A098*B	TRANS FILTER KIT
5	12085524	CONNECTOR ELECT
1	7L5Z*1061203*AA	BUCKLE ASSY
1	00151708	OFFSET LINK 50
1	00191598	REEL CHAIN
6		3/4 X 8" BOLT AND NUTS
1		5/8 X 9" BOLT
1		5/8 X 10" BOLT
2		2 3/8 U-BOLT KIT
1	K71-717-03	UBOLT KITS
4	B38R1	SHACKELS
2	APU8R-8	3" U-BOLT KITS
26	5/8 X 2	PLOW BOLTS
3	281324	1/2 X 3 BOLT
24	8C-3425	SPROCKET BOLTS
9	18MM X 1.5 X 90	BOLT
10	M18LW	LOCK WASHER
10	M18FW	FLAT WASHER
6	102-8072	TRACK BOLTS
4	102-8073	TRACK NUTS
1	NO. 40	2 RIV 10 FT CHAIN
1	NO. 60	2R 10 FT CHAIN
1	35-1R	ROLLER CHAIN 10 FT

1	50-1R	ROLLER CHAIN 10 FT
1	RS 60	RIV CHAIN
1	RS 80	RIV CHAIN
1	60-1R	CHAIN
4 FT	3016-0002	CHAIN #50
1	3016-0011	CHAIN #50 MASTER LINK
2		SHACKLE BOLTS HANGER KIT
1	846451	STARTER
1	800-3525	PUSH ROD
1	1/2 X 12	BOLT
2	HP-1125-7000R	LINK PINS
2	5/8 X 5	BOLTS AND NUTS
10		LINK PINS 1/4
10		LINK PINS 3/8
2		LINK PINS 1/2
7	60-2R	CONNECTING LINK
9	NO. 35	MASTER LINK CHAIN
4	60-1	MASTER LINK CHAIN
1	50-2	MASTER LINK CHAIN
1	R-S40	MASTER LINK CHAIN
1	50-1	MASTER LINK CHAIN
2	NO. 50	MASTER LINK
1	9C3Z*8A080*AA	RADIATOR TANK
2	02880100	SHACKLE CHAIN
6	02959438	PINS 10"
3	FIRE EXT #10	10LB FIRE EXTINGUISHER
4	FIRE EXT #5	5LB FIRE EXTINGUISHER
1	FIRE EXT #2.5	2.5LB FIRE EXTINGUISHER
1	25050225	FUEL FILTER
1	TY22466	CLAMP
1		BOLT KIT
1	F81Z*6622*GA	COVER AND SCREEN
1	5L3Z-6600-A	PUMP
2	28994	WATER TANK GASKETS
4	6947	GAS SHOCKS
4	6EYN5	GAS SHOCKS
1	6UDT9	10MM BALL SOCKETS
1		USED ALTERNATOR ASSY
1	24089	AUX HYDRAULIC PUMP
1		USED CLUTCH
10FT	ALS 1/4	1/4 SPLIT LOOM
3FT		1" HEAT HOSE
10FT	26239	3/8 HOSE BLUE
2FT		3/4 HEATER HOSE
2FT		5/8 HEATER HOSE
50FT	ALS 3/8	3/8 SPLIT LOOM
3	L154026	SCREEN

3FT		1/2 HEATER HOSE
25FT	85745	1/4 X 50' HYD HOSE
25FT	85749	5/8 X 50' HYD HOSE
2	538-50	3/8 X 50' AIR HOSE
25FT	013416	1/4 HYD HOSE
3FT	ALS 1/2	1/2 SPLIT LOOM
2	24905	3/8 X 25' AIR HOSE
2	19465	3/8 X 50' AIR HOSE YELLOW
20FT	000982	HOSE .62 HOSE ASSY
20FT	000809	HOSE .25 HOSE ASSY
1	E-603	EVAPORATOR ASSY
50FT	013416	CLEAR HOSE BRAIDED 1/4
1	A06-75732-005	HEAD LAMP USED
1	12012415	MOHAWK SPRAYER
1	564155330-POC	MIRROR, BLACK
1	1L3Z-9943400-BAA	HANDLE
1	15783973	WIPER TRANS ARM
1	59010	INSULATION TAPE
1	83962803	PIN
1	R123417	GASKET
1	KIT8042	KIT BRAKES
1	12533428	SEAT BELT
1	G25175-0606	HYD FITTING
1	R89944	O-RING
4	R521439	GASKETS
1	R92097	GASKETS
1	174-2365	CABLE ASSY
1	RB1438B	WINDOW FRAME
1	WHCF-WHPL	PREFILTRATION
1	104-8982	PIPE ASSY
1	15849313	SWITCH TURN SIGNAL
50FT	000982	HOSE .62 BLACK
1	AL169733	COOLANT INJ
1	AR50411	POWER CORD
1	RE505887	COOLANT HEATER
1	1-04728424	SWITCH
1	MX757	BRAKE PADS
50FT		1/4" AIR LINE TUBE
50FT	450016-131280	1/4" AIR LINE TUBE
50FT	450022-131280	3/8" AIR LINE TUBE
50FT	450019-131280	5/16" AIR LINE TUBE
1	U35096	8" TO 6" REDUCER
25FT	ALS 3/8	3/8 POLY SPLIT LOOM
30FT		CABLE 5 WIRE
1	742G004A	DIFF REBUILD KIT
2	ELUC25010W	10' CABLE WHITE
1	5V08105683	KIT VALVE

2	22313KEJW33C3	BEARING ASSY
1	SNW-113	2 3/16 RACC
1	27038	VACUUM TUBING
1	BNW015	HARDWARE KIT #4
1	M801046	PIN
1	801-303	RING
15	700-64145	BOLT
5FT	27043	7/32 VACUUM TUBE
1	RE529554	FILLER CAP
1	117595	FILLER GAUGE
20FT	H459	WINDSHIELD WIPER TUBING 5/32
25FT	27041	VACUUM TUBING
11FT	H05703-25R	3/16 FUEL LINE
10FT	H458	7/64 WINDSHIELD WIPER TUBING
1	2-100386	BEARING
3	2-100769	BEARING
1	2-100385	BEARING
2	100773	BEARING
3	100223	STEERING ARM
1	1-100768	BEARING
1	633-0035	STROBE LIGHT
1	EV127	TIE ROD
1	310-2485	SPINDLE 5" HUB
1	4716936	SEAL WINDOW
1	E6HT-3600	STEERING WHEEL USED
2	AM878241	SPACER
3	AM875319	SPACER
3	AM875323	SPACER
3	AM875321	SPACER
3	AM875324	SPACER
1	86803192	PIN
1		ENGINE REBUILD KIT
1	56062	SWITCH
1	484565	HOUR METER
2	F7UZ-15177-A	SEAL
1	287902	CONE
1	H7181	BRAKE KIT
1	28426	OIL SEAL
1	35610-2	THERMOSTAT GASKET
1	PS164	OIL PRESSURE SWITCH
1	287902	CONE
2	00753013	BOLT
2	5170962AA	BRAKE SENSOR
1	A0259975047	SEAL
1	166-1781	GASKET
1	5080144-AA	WATER PUMP GASKET
1	RE529554	FILLER CAP

1	Q750T3/4CL	760W LIGHT BULB
1	70000-33841	BULB
2	01-0461391-00E	LAMP HOLDER STOP
1	01-461426-00C	REPLACEMENT BULB
2	01-0440452-00C	TUBE AND SKT ASSY
1	633-0035	TUBE BULB
5	R6200FT	STROBE LIGHT
2	391-2884-021	GASKETS
4	391-2585-009	WASHERS
12	391-2882-051	SCREWS
2	1007	SEALS
1	6645	BEAR KIT
2	01C204023	BOLTS
1		GASKET
1	6V-9746	SEAL KIT O-RINGS
1	00545500	O-RING KIT
1	391-2881-103	O-RING
2	01C204023A	BOLTS
2	391-2883-096	SEALS
4	1008	SEALS WHEELS
1	B1443	ANTENEX
1	15566155	BACK-UP SWITCH
1	DR-31A	COIL GROUND STRAPS
17	7569	SPARK PLUGS
9	3922	SPARK PLUGS
1	844	SPARK PLUGS
1	106	SPARK PLUGS
3	2923	SPARK PLUGS
4	25	SPARK PLUGS
3	4163	SPARK PLUGS
1	1-83502719	RELAY
1	6751037	GLASS FUSE
1	35967	SWITCH
1	21072	CONTROL MODULE
1	POL21559P	BULL SWITCH
1	VR24-1204	VOLTAGE REDUCER
1	88000	CONTACT BLOCK
1	12088547	MODULE
1	55581	SOLENOID
1	C5120	SWITCH
4	DJ6138	DOOR JAM SWITCH
1	0157P	ROTOR
1	FF135E	SWITCH
1	FA159	ROTOR
1	160707	BULB
15	18-111-447	MIRTON SCRATCH PADS
2	64705	SWITCH STAND BY YELLOW

2	62700	SWITCH SWEEP STAND BY BLACK
1	SBA1032	OIL PRESSURE SWITCH
1	F492	STARTER SOLENOID
1	25793291	SWITCH, PARK BRAKE
1	716426016	CUTTING BLADE
1	B6805815	CUTTING BLADE
1	B7328038	CUTTING BLADE
1	21W7144120W	CUTTING BLADE
1	21W7144130W	CUTTING BLADE
1	BOCE5/8-6-36	CUTTING BLADE
1	34X8X48BOE	CUTTING BLADE
7	A58212	PLOW BOLTS
2	233-3757	CUTTING BLADE
1	18539	CUTTING BLADE
1	121920A1	CUTTING BLADE
1	185506A1	CUTTING BLADE
1	B7352769	CUTTING BLADE
3	B7208977	CUTTING BLADE
2	B7230283	CUTTING BLADE
1	KYY69B01007P1	CUTTING BLADE
2	KYY69B01008P2	CUTTING BLADE
4	9W-8215	CUTTING BLADE
1	BOE 3/4X8X60	CUTTING BLADE
10	02726900	CUTTING BLADE
8	RE750787	CUTTING BLADE
8	RE2886200	CUTTING BLADE
1	3256-039A	BLADE KIT
2	802-277C	BOLTS
6	312-8080	SPACER BLADE 24GA
2	804-147C	WASHER FLAT 1"
2	803-170C	NUT HEX 1-1/8 - 12 PLT
2	312-089D	SPACER BLADE 20GA
2	312-075D	SPACER BLADE 16GA
1	826-553C	SHEILD REPAIR KIT
2	312-0820	SPACE BLADE 18GA
2	326-039A	BLADE KIT
2	312-089D	SPACER BLADE 20GA
2	312-082D	SPACER BLADE 18GA
2	47702	STIFFENING RING
1	30901	TUBE BEARING
3	SAE 30 ENG OIL	SAE 30 MOTOR OIL
9	ATF+4	ATF+4 TRANS FLUID
4	5W-30 SYN	SAE 5W-30 MOTOR OIL
3	5W-20 SYN	SAE 5W-20 MOTOR OIL
3	19329448	POWER STEERING FLUID
1	88861800	TRANSMISSION FLUID
4	SAE 10W-30	MOTOR OIL DIESEL

1	5W30	MOTOR OIL SYNTHETIC
3	911	911 DIESEL
1	ATF	ATF FULL SYNTHETIC TRANS FLUID
1	SW-50	20W-50 MOTOR OIL SYN
2	86541699DS	HYD BRAKE OIL
11	OW-20	OW-20 MOTOR OIL SYN
14	20W-50	MOTOR OIL SYNTHETIC
6	20W-50 SYN. PARTIAL BLEND	MOTOR OIL
1	DEX-VI	DEXRON VI TRANS FLUID
5	MERCON V	MERCON V TRANS FLUID
10		30 NON-DETERGENT MOTOR OIL
3	68088485AA	ELEC STEERING PUMP OIL
1	197-0017	AXLE AND BRAKE OIL ADDITIVE
2		ALL SEASON SELECT LUBRICANT I-R
1	1QM6C34A	HYD BRAKE OIL
7	13203	PUMP OIL HIGH VACUUM
3	FSC-1000-4	AIR COMPRESSOR OIL
1	DOT4	BRAKE FLUID
2	32178979	AIR COMPRESSOR PARTS
7	15W50	MOTOR OIL FULL SYNTHETIC
1	139029A2	HY-TRAN ULTRA
10	ADT1116	CONDITIONER PLUS DIESEL
1	1630204005	L PISTON FLUID SYNTHETIC
2		DIESEL EXTENDER PLUS
2		GAS EXTENDER PLUS
5	85W-140	GEAR OIL
1	75W-140	GEAR OIL FULL SYNTHETIC
12	COOLANT KHAMELEON	ANTIFREEZE COOLANT
2	238-8648	EXT LIFE COOLANT
2	8T-1589	COOLANT ADDITIVE
2	10W-30	TY22029 4 CYL ENG OIL
4	TY26673	15W-40 PLUS 50 11
4	TY22000	HY-GUARD TRANS AND HYD OIL
9	COOLANT DEXCOOL	ANTIFREEZE COOLANT
2	15W40	TY26673 ENGINE OIL
1	TY6354	HY-GUARD TRANS AND HYD OIL
1	1400164H1	ANTIFREEZE COOLANT
2	23519397	ANTIFREEZE COOLANT DIESEL
4	B6983128	ANTIFREEZE COOLANT BOBCAT
31	MERCON V	TRANSMISSION FLUID
5	TY26575	COOL-GUARD II COOLANT
22	208BG	ENGINE CLEANER
6	22932BG	INJECTION CLEANER
25	103BG	TRANSMISSION CLEANER
8	540BG	COOLANT FLUSH CLEANER
22	25532	INDUCTION SYSTEM CLEANER
21	AT-205	RE-SEAL

7	9225	CLEAR DIESEL
2	32012957	AIR COMPRESSOR FILTER KIT
4	38436721	ALL SEASON SYNTHETIC LUBRICANT
3	9016	BIO KLEEN DIESEL
3	3080-06	DIESEL KLEEN 80 OZ
1	3031-80	BIO KLEEN 1 GAL
1	CU1165	RADIATOR FOR #2526
1	7-3690	A/C CONDENSOR FOR #3557
1	B1451	RADIATOR FOR 2546
2	K060870HD	SERP BELT
1	K060870	SERP BELT
1	4060860	SERP BELT
1	9L8Z*8620*C	SERP BELT
1	K060860	SERP BELT
1	9370	BELT V
1	38257	BELT TENSIONER
1	305269	BELT TENSIONER
1	38155	BELT TENSIONER
1	38274	BELT TENSIONER
1	12590963	PULLEY
1	305372	BELT TENSIONER
2	38119	BELT TENSIONER
2	19258649	CONNECTOR LIGHT
2	5C3Z*5484*DA	BUSHING
1	905-096	SHIFT TUBE BUSHING
1	L1049462621TRW	SWAY BAR BUSHING, FRONT
2	3L3Z*7C130*AA	SHIFTER DAMPER BUSHING
2	F3TZ*7L278*A	BUSHING, SHIFT TUBE
2	E4HZ*4A254*B	RETAINER CLIPS
5	E6AZ*5421952*A	CLIPS DOOR
4	F81Z*4N272*AA	BOLT HEX
3	88981031	CLIP TAILGATE RED
2	E83Z*5421952*B	RETAINER CLIPS
5	15705042	RETAINER GM BRAKE LITE SWITCH
5	800-498	FUEL LINE CLIPS
5	800-005	LINE CLIPS
6	800-023	FUEL LINE CLIPS
4	800-1795N	FUEL INJECTORS
2	7L5Z*9F593*AA	FUEL INJECTORS
1	213410	LONG NIPPLE
1	12608814	SENSOR ENGINE
2	D90Z6522841-C	BUSHING, DOOR
1	VS50377R	VALVE COVER GASKET
1	231081	IDLER PULLEY
2	F81Z*9N332*AA	ELBOW
1	2U1Z*6710*AA	GASKET
1	3C3Z*9C065*AA	GASKET

2	10201397	GASKET, VALVE COVER
1	F81Z-6619-AA	GASKET
1	3C3Z*9P455*AB	EGR VALVE GASKET
1	15919625	HANDLE OUTSIDE RIGHT
1	1L3Z*9943400*BAA	TAILGATE HANDLE
1	90695	TAILGATE HANDLE
2	25801998	TAILGATE HANDLE
1	E8TZ*9943400*A	TAILGATE HANDLE
1	90022CD	DOOR HANDLE EXT
1	8C2Z*1526604*BD	RIGHT EXT. DOOR HANDLE
2	E7TZ*1522600*A	HANDLE ASSY RIGHT
2	E7TZ*1522601*A	HANDLE ASSY LEFT
4	77177M	INT DOOR HANDLE
1	15565757	HORN PAD CAP
1	2W7Z*13800*BA	HORN ASSY
2	89019303	HARNESS
1	20806141	HARNESS DOOR
1	15807693	REAR DIFF GASKET
1	6L5Z*17567*AA	ARM WIPER TRANSMISSION
1	56457	LIGHTER SOCKET
1	DN100	REAR VIEW MIRROR
1	47112	HEATER HOSE TEE
1	4L5Z*12259*A	WIRE SET
1	F8PZ*12259*LA	SPARK PLUG WIRES
1	D801040	SPARK PLUG WIRES
1	15795322	IGNITION SWITCH HOUSING
1	SP546	SPARK PLUG
1	C1541	IGNITION COIL
1	C1417	IGNITION COIL
2	3L3Z*12029*BA	IGNITION COIL
2	F3TZ*18519*A	KNOB HEATER
1	F2UZ*11661*A	KNOB LIGHT
1	76871	HEADLIGHT KNOB
1	735-7675	KNOB HEAD LIGHT
1	2505360C91	SEAT RECLINE KNOB
4	23744	WATER PUMP STUD
1	38448	DOOR STRIKER
10	11609539	BOLT, FOR TRAIL LIGHT INSTALL
3	9595178	WHEEL BOLT
1	26028106	BOLT
5	11505032	BOLT WATER PUMP
8	N605890*S301	BOLTS
1	65281	GASKET
3	622-0213	O-RING
1	35617	THERMOSTAT GASKET
1	0438-00003	PIN CLEVIS
1	0000-00281	SAFTEY PIN

4	38419	HINGE PIN KIT
1	FODZ*7G357*A	PIN
6	D9ZZ*6643030**AA	DOOR PINS
2	E2FZ*5823566*A	PIN
1	15862656	CONNECTOR HARNESS
1	19368860	CONNECTOR ELEC
1	84937218	CONNECTOR KIT
3	12125649	CONNECTOR
1	PT723	CONNECTOR LP-FOG
2	19301866	CONNECTOR
2	12125694	CONNECTOR ELEC
1	13587128	CONNECTOR KIT
1	12101898	CONNECTOR
1	1U2Z*14S411*JA	LIGHT SOCKET
1	FU2Z*14S411*YA	WIRE ASSY
1	1U2Z*14S411*NA	WIRE ASSY
1	F6TZ*7A191*A	GASKET
3	12177236	RELAY
5	HU5Z-14N089-B	RELAY
3	GU5Z*14N089*A	RELAY
3	19116057	FUEL PUMP RELAY
1	15328865	RELAY
1	12101930	CONNECTOR
1	15218254	A/C BLOWER MOTOR RESISTOR
1	15039098	RESISTOR BLOWER MOTOR
1	JA1499	A/C BLOWER MOTOR RESISTOR
4	85084	MUFFLER CLAMP 2"
4	85082	MUFFLER CLAMP 1-3/4"
1	35336	MUFFLER CLAMP
1	15142953	HOOD LATCH CABLE
1	25875521	L/H OUTER DOOR HANDLE
2	1C3Z*25611B60*AAC	BUCKLE
1	2L5Z*13832*BA	HORN ASSY
1	F37Z*13201*A	L/F SIGNAL LENS
1	Y-788	SHIFT CABLE
1	YL3Z*13K359*ABA	SWITCH ASSY TURN
1	6L5Z*1023201*BA	REGULATOR WINDOW
1	26037450	POWER STEERING PUMP
1	3C3Z*19E616*BA	BLEND DOOR ACTUATOR
1	5014733AB	REAR U-JOINT ASSY
1	7R3Z*17664*A	WIPER MOTOR ASSY
1	89221-0C023	COMPUTER MULTI
1	79-1199	ECU COMPUTER
1	MCA630316	MASTER CYLINDER
1	SM966B	FRONT BRAKE PADS
1	DG679	BRAKE PADS FRONT
1	SM655	BRAKE PADS

1	DG120	BRAKE PADS
1	723	BRAKE SHOE
1	DG1084	BRAKE PADS
1	D777SD	FRONT BRAKE PADS
1	WC79768	WHEEL CYLINDER
1	H7308	DRUM HDW KIT
1	H2597	DRUM HDW KIT
1	81483	SELF ADJUSTER KIT
1	H2335	BRAKE SPRING KIT
2	370061	WHEEL CYLINDER
1	H2680	DRUM SELF ADJUSTER
2	3L2Z*2B296*AA	BRAKE PIN KIT
2	H5045	BRAKE DISC GUIDE
1	H2515	WHEEL KIT, SELF ADJUST BRAKE
1	H2682	DRUM SELF ADJUSTER
1	2643	DRUM ADJUSTMENT KIT
1	2642	DRUM ADJUSTMENT KIT
2	545-01851	ABS HYD PUMP MOTOR
2	55275631AB	UPPER DOOR HINGE
2	55275634AA	LOWER DOOR HINGE
1	22127579	WASHER BOTTLE
2	93801734	BRAKE LIGHT SWITCH
1	AL5Z*19C733*A	TEMP CONTROL SWITCH
1	F2UZ*19986*D	A/C BLOWER SWITCH
1	93801734	BRAKE LIGHT SWITCH
1	1C3Z*11A152*AA	CLUTCH PEDAL SWITCH
1	F2TZ*9A050*A	FUEL PUMP SWITCH
1	E69Z*18C311*A	SWITCH ASSY
1	G1CZ*9278*B	SWITCH ASSY
1	16192099	FAN CONTROL SWITCH
1	84881	ROCKER SWITCH
1	GC2Z*19E561*BA	SWITCH
1	56027873	COOLANT TEMP SENSOR
2	6C2Z*13713*AA	SWITCH DOOR
1	8L3Z*6G004*A	CYLINDER HEAD TEMP SENSOR
2	4168122	SPRING
2	F81Z*2069*AA	PIN KIT
1	15126553	DOME LIGHT ASSY
1	19356468	HANDLE DOOR
1	33500	TPMS SENSOR
1	SE10005	TPMS SENSOR
2	SE10001HP	TPMS SENSOR
1	5L1Z*1A150*AB	TPMS SENSOR
3	8C2Z*1A189*A	TPMS SENSOR
4	9L3Z*1A189*A	TPMS SENSOR
4	20927604	TPMS SENSOR
1	19383800	TPMS SENSOR

1	6F2Z*1A193*D	KIT SENSOR
1	17-21103	TPMS SENSOR BAND
1	68324960AB	TPMS SENSOR
1	AF10043	MASS AIR FLOW SENSOR
2	ZEE1514	MECH FUEL METER
1	19209808	O2 SENSOR
2	22807123	RESISTOR BLOWER
1	33004281	COOLANT TEMP SENSOR
1	12588097	SENSOR
1	AC3Z*2C204*A	REAR WHEEL SPEED SENSOR
1	800-617	TRANS CONNECTOR
1	800-723	TRANS LINE FITTING
2	05170962AA	SENSOR BRAKE WEAR
1	12584516	SENSOR CAM INTAKE
1	12584079	SENSOR CAMSHAFT
1	XS4Z-9C052-AA	FUEL TANK SENSOR
1	F492	STARTER SOLENOID
1	TS1012	ENG VAR TIMING SOLENOID
1	F2TZ*15A201*C	LAMP ASSY HAZARD
2	F7DZ-7R264-AA	PLUNGER
1	F57Z*7212*A	SHIFT TUBE
1	68054864AD	TAILGATE CABLES
1	S14706	MULTI-FUNCTION SWITCH
1	7L5Z*13K359*AA	MULTI-FUNCTION SWITCH
1	5L1Z*9J337*AA	FUEL LINE TUBE
1	9595904	HUB CAP
1	70179	LED BEACON STROBE LIGHT
2	13973	WHEEL HUB DUST CAP
2	13974	DUST CAP 2-1/2
12	16632193	DOOR BUSHINGS
11	93356553	DOOR PINS
1	LC65360	IGN LOCK CYLINDER
1	2C3Z-2506072-AAA	LOCK ASSY
10	DG1Z*1012*A	LUG NUT
1	41405	LUGNUT SET
1	41135	LOCKING LUG NUT SET
2	20405	WHEEL LOCK SET
8	F4UZ-1012-A	LUG NUT
6	BK3Z*1012*A	LUG NUT
1	24234	WHEEL LOCK SET
3	9594683	NUT WHEEL
2	611-122	LUG NUT
1	610-254.1	WHEEL STUD
1	19418142	3RD BRAKE LIGHT ASSY
1	F8TZ 13K359 AB	TURN SIGNAL SWITCH
1	6C2Z*15264A01*AA	LATCH HANDLE
1	15708044	HANDLE

1	F6AZ*7A098*A	FILTER ASSY TRANSMISSION
2	YC3Z*7A098*AA	FILTER ASSY TRANSMISSION
1	33-2247	AIR FILTER
1	E7TZ*9601*B	FILTER ASSY
1	TF320	TRANSMISSION FILTER
3	3C3Z*9N184*CB	FUEL FILTER KIT
2	8C3Z*9N184*C	FUEL FILTER KIT
3	GOL495	FUEL TANK FILTER ASSY
1	19257782	TRANS FILTER KIT
1	CAF1864P	CAB AIR FILTER
1	3012	CAB AIR FILTER
1	SA9492	AIR FILTER
1	SA10262	AIR FILTER
1	SA8755	AIR FILTER
1	2U2Z*9601*AA	AIR FILTER
1	F2UZ*3524*A	SHAFT ASSY
1	4L3Z*7210*BAA	GEAR SHIFT LEVER
1	1941896	TIE ROD KIT
1	22127653	WINDSHEILD WASHER PUMP
1	6-700	WINDSHEILD WASHER PUMP
1	604-202	HVAC TEMP ACTUATOR
2	15721390	TAGLIGHT ASSY R/H
2	15721389	TAGLIGHT ASSY L/H
1	800-955	HIGH SIDE SCHADER VALVE
1	13586977	HEADLIGHT BULB LOW BEAM
1	7C3Z*17603*A	WASHER NOZZLE
1	68181	LICENSE PLATE LENS
2	E7AZ*6701*A	REAR MAIN SEAL
1	5C3Z*13N021*AA	HEAD LIGHT ASSY
1	8C3Z*15442*B	LAMP ASSY YELLOW
2	52473356	ACTUATOR
1	PV547	PURGE VALVE
1	15844209	ACTUATOR
1	25847750	A/C GRILLE VENT
1	15844241	ACTUATOR
1	6358	SEAL WHEEL
3	370247A	OIL SEAL
2	8835S	SEAL AXLE
1	8609	TRANS TAILSHAFT SEAL
4	4148	WHEEL SEAL
4	4739	WHEEL SEAL
1	710709	TRANS SEAL
3	4160	OIL SEAL
1	223830	TRANS SEAL
4	7781S	WHEEL SEAL
1	3622	AXLE SEALS
1	714675	TRANS PINION SEAL

2	413469	SEAL
1	SKF27438	SEAL WHEEL
4	370047A	OIL SEAL
4	6815	OIL SEAL
1	710481	PINION SEAL
2	12559575	THERMOSTAT
1	65269	DRAIN PLUG GASKET
1	F81Z*6730*AA	PLUG OIL
1	8C3Z*6730*A	OIL DRAIN PLUG
1	15-7132	AIR PLUG
3	FF12F	1/2 COUPLER FEMALE
1	924-350	DR LATCH CABLE
1	F81Z*3E651*DA	STEERING STABILIZER
3	6839	FUEL CAP
1	33042	CAP, RADIATOR
1	10832	FUEL CAP
6	WM090	HUB OUTER 8"
12	WM099-1	CAPT SCREW
3	WM089	HUB INNER 8-15"
2	H18628	HYD FILTER
1	FODZ*3L539*F	RING
1	20F977	MALE ROD END RH 1/4-28
2	20F978	MALE ROD END LH 1/4-28
2	20F962	FEMALE ROD END LH 1/4-28
2	20F961	FEMALE ROD END RH 1/4-28
1	6L5Z*19D850*BA	TUBE
4	FBC350	EXHAUST BAND CLAMP 3-1/2
2	FBC400	EXHAUST BAND CLAMP 4
2	FBC500	EXHAUST BAND CLAMP 5
2	665-0005	GAUGE 0-4000 PSI
1	8669	SWITCH TEMP
1	3591093C1	FITTING 90 DEG
4	5029-00	LINK PIN ASSY
1	5220-00	B2U BURNER HEAD
1	012075	DRIVE SHAFT PTO
1	5224-00	FUEL REGULATOR 10 PSI
1	009580	VALVE SPRAYER TRIGGER
1	002157	CLAMP SCREW
2	004803	FITTING, BRASS BARB
1	010177	TIP SPRAY BRASS
1	665-0005	GAUGE 0-3000 PSI
1	5006-00	PRESSURE VALVE
1	003557	SPLIT O-RING FLANGE KIT
1	003560	SPLIT O-RING FLANGE KIT
2	731-109	FLARE ADAPTER
7	009552	GASKET 6 X 8 NEOPRENE
4	017838	KEY SHAFT

1	010124	VALVE SELECTOR PUSH/PULL
1	021131	VALVE MOUNT BRACKET
5	31974900	4 X 4MM SQUARE KEY STOCK
3	012327	BREAKER 10A
2	021161	KIT RETROFIT FLOW CONTROL VALVE
2	010126	VALVE
5	008996	RELAY, HEATING ELEMENT
5	012784	SPIDER L100
4	SK-00472	SEAL KIT
1	3610324C1	LOWER RADIATOR HOSE
10	009107	NOZZLE, TACK SPRAY
2	010125	VALVE-CHECK-SPRING
4	002909	FITTINGS, BRASS BARBED
2	012376	CAPACITOR - 31.5
3	012377	CAPACITOR - 35
7	006566	COUPLER JAW 0.625
5	S5-60	HYDRAULIC FILTER
1	002052	VALVE BALL, BRASS .37
2	001058	BEARING, 4-BOLT FLANGE
2	011950	BODY ALUM COIL 12V
2	011951	COIL 12V
2	TC0015	CAP HYD TANK W/CHAIN
1	011988	TORQUE ARM AUGER
1	002513	GAUGE 0-5000 PSI
1	016688	GAUGE 0-5000 PSI
1	624-0021	GAUGE 0-10000 PSI
6	KNA12241725	T-HANDLES
6	009579	18" SPRAY EXTENSION
2	P607955	AIR FILTER OUTER
2	DDER61709	FUEL/WATER FILTER
2	LF1400NN	OIL FILTER
2	FF63009	FUEL FILTER
1	1982-02	HYD FILTER
1	01-32732-147	SERP BELT
2	P616400	AIR FILTER
1	74828	HEATER CONTROL VALVE
1	3561966C1	LIGHT FENDER R/H
1	3561965C1	LIGHT FENDER L/H
2	LT800	TAIL LIGHT
3	238-5084	O-RING
1	AR201	RELAY 5 PRONG
1	1839415C91	OIL SENSOR PRESSURE
3	FHA2	FUSE HOLDER
5	002961	CAP - FILLER
5	011024	NECK W/CHAIN & HOLES
8	011999	GASKET - FILLER W/BREATHER
1	3579498C91	ALTERNATOR REBUILT

4	9039	RING SNAP
3	11451	GLAD HAND RED
2	11452	GLAD HAND BLUE
1	55104	CONVERSION CABLE
5	POW-10028P	GLAD HAND SEALS
1	6T3923	LIGHT INDICATOR
1	013-001	LATCH ASSY
2	29558329	FILTER KIT, SUMP 4"
1	2614861C92	A/C KIT O-RINGS AND GASKETS
1	3562102C1	RESISTOR ELECTRIC
2	1865-383-1/4BP	GAUGE 0-10000 PSI
5	1865-381-1/4BP	GAUGE 0-5000 PSI
2	1430-371-1/4BP	GAUGE 0-3000 PSI
1	624-0021	GAUGE 0-10000 PSI
1	GXB6000	GAUGE 0-6000 PSI
1	7C3Z*2522405*AA	HANDLE ASSY
1	FLTBM3542611	BLOWER MOTOR
2	F6SZ*19B888*AA	MODE CONTROL SWITCH
1	1839415C91	OIL SENSOR PRESSURE
1	009676	LOCK ASSY
3	FF12M	1/2 PLUG MALE
1	3004-6018	UNIVERSAL KILL SWITCH
2	30MEG1/41510	FLUSH OUT NOZZLE
1	1845232C1	ELBOW DRAIN HOSE
1	3040-0015	SIGHT GLASS
4	ELE022500	CONTACT BLOCK
6	3020-0003-UB	U-BOLT
1	3001-0197	POWER VIEW GAUGE MURPHY
2	3007-2161KIT	BRAKE PAD KIT
1	50219-0-T	JOINT, SWIVEL, 90D 1"
3	3020-8101	3" STRAINER CAP GASKET
5	TF23D	TOOTH
5	TF23P	PIN
1	AR58126	IGNITION SWITCH
1	DZ110618	FUEL PUMP ASSY
2	9-350	RAIN CAP 3-1/2"
1	RC400	RAIN CAP 4"
1	52339-00-X	CAP 2"
1	52140-00-T	GASKET STRAINER 2"
1	S1818	AIR PLUG
100FT	24721-00-X	HOSE, AIR LINE, DOT 3/16"
2	SWI022350	SENSOR PROX
1	01-32732-552	BELT, SERP
3	3020-8104	GASKET O-RING
1	3001-0269	WATER GAUGE 5000PSI
38		SHELVES
16		CABINETS

97		PLASTIC BINS		
2		FILE CABINETS		
6		WINZER CABINETS		
12	6665294	TEETH RIGHT	\$	6.34
11	6665293	TEETH LEFT	\$	6.34
1	7003456	VALVE MOTOR	\$	107.04
2	RC500	RAIN CAP 5"	\$	13.71
2	RC300	RAIN CAP 3"	\$	14.58
18	B53D10	NUT	\$	3.93
1	6686655	ALTERNATOR BELT	\$	10.88
1	4060967	BELT, V	\$	34.55
2	RE240999	RELAY	\$	14.76
3	ABPN83328184	CABIN AIR FILTER		
4	06-29330-000	LAMP ASSY MARKER		
1	5200701	PIVOT LEAF		
1	7823057	THERMAL CIRCUIT BREAKER		
16	9101534	NIPPLE PIPE		
2	9101535	BUSHING		
2	K307-E5	DRAIN VALVE W/CORD		
1	F5HZ-15A403-BA	LAMP HOUSING BRACKET		
1	F5HZ-15A403-AA	PLATE MARKER LAMP		
3	9102321	FILTER HEAD		
2	5207160	5/8 - 1/8 ROD END		
3	65597	1/2-13X6 EYEBOLT		
1	29233	EYEBOLT 6"		
2	22940	SPRING		
1	21924	QUICK LINK CONNECTOR		
2	50620	BOLT 9/16-12X2		
1	15626425	OIL PRESSURE SWITCH		
1	26097	SWITCH		
1	24287	AIR INDICATOR RESTRICTION		
1	1696499C1	NOZZLE WASHER		
8	54043	VALVE MANIFOLD ASSY		
3	23681	WATER SOLENOID		
4	27598	WATER FILTER PLASTIC		
16	20464	NUT		
19	20238	COUPLING		
4	66603	DIODE RECPT		
1	28272	80 AMP BREAKER		
1	23827	GROMMET 3"		
2	31593	FLAT WASHER		
2	23829	GROMMET 1 1/4"		
2	20743	BREAKER 20 AMP		
22	20407	MESH STRAINER		
1	20218	PULLEY BLOCK		
9	22542	SPRAY TIP		
3	22971	GROMMET 1/2		

12	22431	SPRAY TIP BODY
2	521093	GUTTER BROOM CYLINDER
1	63428	HYDRAULIC CYLINDER
1	29083	MANIFOLD 7 STAGE
2	PAC12110138	CONVENIENCE CENTER
1	R803108	SLACK ADJUSTER FRONT
1	CS56040	SLACK ADJUSTER
4	27H1	LIGHT BULB 27W
4	EDIGH22	BULB LIGHT
1	MR217	7-1/2" OFF SET MIRROR
1	19M7808	SCREW
3	DZ115390	FUEL FILTER
2	DZ115391	FUEL FILTER
1	R123439	SERP BELT
1	R123441	V BELT
1	R123445	V BELT
1	R529790	SLEEVE
1	R536737	SPACER
1	RE505264	IDLER PULLEY
2	G60130-0806	ADAPTER
1	20550	ENG COOLANT RECOVERY BOTTLE
1	50055	SWITCH LOWER SENDING MURP
2	TAS650012	SEAL KIT
1	24089	AUX HYDRAULIC PUMP
1	522736	DRAG ARM LEFT
2	522735	DRAG ARM RIGHT
1	29231	MANIFOLD BLOCK
1	66083	FILTER HOUSING SCREEN
1	65977	STRAP CINCH 20" BUCKLE
1	29138	DOOR HANDLE ASSY
1	K080605	BELT, SERP
1	LFH8737	TRANS FILTER
1	3976833	BELT TENSIONER
1	RE548027	IDLER PULLEY
1	22842	BUSHING FAN
8	20441	SPRAY TIPS
2	26874	3/8" FLARE X 1/4"
2	20408	1/4" MALE INLET
1	188504012	MALE CONN 5/8
4	25048	BRASS NOZZLE 1/4"
3	20406	SPRAY TIPS
3	20133	ELBOW BRASS
4	20144	1/4" TEE
2	26866	HOSE BARB
5	22429	BRASS TIPS
3	26930	HOSE END 1/4
5	20420	BRASS TIPS

3	20441	SPRAY TIPS
5	22429	BRASS TIPS
6	20420	BRASS TIPS
3	VS219P8	FITTING PLUG SOCKET
2	29349	FITTING LONG 1/4 PIPE X 3/8 JIC
2	20194	FITTING ELBOW 90 DEG X 3/8 JIC
2	F3HZ*6024100*AA	PAD DOOR ARM REST
1	F3HZ*6024144*AA	HANDLE, DOOR PULL R/H
3	25126	NUT GB MOTOR
1	ABPN83312125	O-RING KIT
2	35793	2-3/4" CLAMP MUFFLER
1	26098	SWITCH ON/OFF
1	PAI3634	SWITCH
1	A06-30769-000	SWITCH-PADDLE, MARKER
1	26099	SWITCH
1	22-51296-000	SWITCH PRESSURE
1	26100	GUTTER BROOM SWITCH
3	6353012	SOLENOID VALVE
3	RE517130	COOLANT TEMP SENSOR
8	Q04-XXP6736	GASKET
8	Q11-0000-331	STUD 10M-1.5-45M
12	Q04-XXP6735	GASKET
13	M51-9377K43	BUMPER STUD
2	H60-0001-0408	BOLT 1/4-20X 5/8
2	R523201	ISOLATOR BUSHING
5	Q04-XXS6791	PIVOT VENT VALVE
1	M51-CV050	CHECK VALVE 1/2
3	Q04-XXS6793	ARM LONG VENT
14	M51-92141A011	WASHER FLAT #10
1	M51-2807-64	HOSE ASSY 64" COMP W/FITTING
6	52616-00-X	ADAPTER 1"
2	W67-0001-150	ELBOW 1/4
10	M51-92390A100	PIN 3/16 X 1/2
10	M51-98401A419	PIN COTTER
1	9L-2169	AIR FILTER
2	K72-OR377	O-RING CHECK VALVE 6"
4	51413-00-T	FITTING POYTITE MALE 1/4"
2	M51-145474	VALVE BALL 1/2
1	31EE-02100-A	AIR BREATHER
4	Q29-XXS6709	SET LINK 2 VENT VALVE
2	Q04-XXS6792	ARM VENT LONG
2	Q04-XXS6786	POST PIVOT VAC
2	H60-JN-375-16	NUT JAM
2	Q29-XXS6781	ROD FLOAT
2	Q29-XXM6703	FLOAT VENT VALVE
1	35PA98	GREASE SENSOR
1	60170-00-TX	GAUGE TACH

1	60430-00-X	GAUGE SHUTDOWN
1	60431-00-X	GAUGE SHUTDOWN
1	60304-00-B	GAUGE VOLT
2	60212-00-KX	GAUGE FUEL
2	V-5	AIR VALVE
1	APV-8	AIR VALVE
1	50399-00-T	VALVE RELIEF
4	22311-00-U	FITTING COMP
6	Q20-7200-060	GAUGE VAC 2 1/2
1	60203-00-KY	GAUGE OIL PRESSURE
1	6500XL-AR	HYPRO ROLLER PUMP
2	RC200	RAIN CAP 2"
2	R81275	GASKET
1	1763041052314N	STARTER 2.5KW 12V CW 10 TOOTH
4	R123575	O-RING
2	413470	OIL SEAL
1	6T0650	HYD FILTER
1	112-9916	HYD CYLINDER
1	94-8141	HYD CYLINDER
1	L157558	EXHAUST PIPE
1	AL173829	CLAMP
1	82030995	WASHER RESEVOIR
5	11191074	WASHER
16	17090074	WASHER
3	11422321	BOLT
8	15004021	BOLT
1	5196472	SUPPORT BRACKET
1	E7AZ*6701*A	REAR MAIN SEAL
2	00755234	KIT CONTROL
1	02962596	CAP DETENT
4	02981419	BUSHING
1	02963661	GASKET SUCTION
2	31004	PRESSURE CAP
1	34309	1 1/2" BALL VALVE
1	06505048	BYPASS
3	06537004	WASHERS NEOP
4	EM963057	CAP SCREW
4	6T4258	BREATHER 1/2 O-RING
2	02963154	CLAMP 1.25
1	02988244	PIN SHORT
1	02988243	PIN LONG
1	02960916	BOLT
1	02980730	BOLT
2	00037200	NUTS
4	02988184	WASHERS NEOP
1	AL-02958734	SPOOL POSITIONER
1	AL-02750100	SPOOL POSITIONER

1	14M7516	LOCKNUT
1	03M7088	BOLT
2	AL-00545500	O-RING KIT
2	M138460	COMPRESSION SPRING
1	66-8210	ALTERNATOR (REBUILT)
5	3N340-91530	COMBO FLASHER LIGHT
3	T1370-99120	BULB 12V/5W
2	3C081-75810	HEADLIGHT
4	T1370-99110	BULB 12V/21W
2	RE223450	WIRING HARNESS
1	06505067	SIGHT GLASS
1	3N340-33610	LAMP ASSY HAZARD
2	6T0649	HY7D FILTER GAUGE
1	504063255	SENDING UNIT
5	83994992	GROMMET
2	04816-00180	O-RING
1	06012-51843	JOINT PIPE
1	3A151-82932	JOINT
1	3N347-83660	SPRING
1	05122-50814	PIN JOINT
1	04012-50081	PIN
1	05525-50800	WASHER
1	R139721	BUSHING
2	HH1C0-32430	OIL FILTER
2	84420264	PUMP WASHER
1	3N300-83170	STAY
1	RE73117	BALL JOINT ASSY
1	R138234	GASKET
1	19M6876	SCREW
2	02982847	STRAINER 3"
1	410-24070	STARTER
1	87327392	LIGHT WARNING
3	RE73059	LAMP LEFT LIGHT
1	87313174	LIGHT INDICATOR
1	02880800	PIN CYLINDER
1	6T3001	PIN
1	32380	1" PIN CYLINDER
2	33710	PIN
1	82037652	BOOT BREAK
1	12164224	NUT, WHEEL
1	83911588	O-RING
1	83944079	SEAL, PTO
2	06505046	SEAL KIT TIGER
8	34096	SEAL KIT
1	06510053	PLUG CONNECT BODY
1	34093	2-POS SOLENOID, BRAKE VALVE
1	34689	COIL 12 VDC

2	87527729	CAP FILLER
1	06510050	TRAVEL LOCK METRIPACK COIL
6	34097	SEAL KIT
6	34098	SEAL KIT
8	28583	CAPSCREW
1	600-159	SEAL SHAFT
2	100-7608	HANDLE
2	RE503242	TEMPERATURE SWITCH
3	1983394C2	RELAY STARTER
1	14M7332	FLANGE NUT
2	R271411	STUD
1	1J574-14532	GASKET, HEAD
2	1C020-14520	GASKET, HEAD
1	2830987	SENSOR, FUEL
1	82023542	EXPANSION VALVE
1	02959891	BUSHING
2	84233818	SWITCH PRESSURE
2	84419250	SWITCH PRESSURE
1	82023542	EXPANSION VALVE
2	02963505	PIN, LINKAGE (GREASABLE)
1	128483A1	O-RING KIT
1	391-2883-103	SEAL PARKER
1	9827058	O-RING
4	L111964	DOWEL PIN
1	T77857	O-RING
18	19M8348	CAP SCREW
2	19M9033	SCREW
1	RE70240	AIR CLEANER ASSY
1	5577PT	TOGGLE SWITCH 12V 20A 2PRONG
2	1" X 20" GR 8 HEX BOLT	BOLT
2	GR 8 FLAT WASHER 1" SAE	FLAT WASHER
5	GR 8 FLAT WASHER 1" USS	FLAT WASHER
5	HEX NUT 1"	NUT 1"
2	TG-28683	BEARING
3	6T1011H	BEARING KIT
1	6T1014	ADJUSTER SLEEVE
1	6T1019	SPINDLE KEY
1	6T3211	GREASE FITTING
2	34244	ELBOW FITTING
2	TG-28702	BELT
2	TG-28723	BUSHING
2	TG-TF1045B	STUB SHAFT
22	TG-24701	LOCKNUT
1	02962963	HYDRAULIC GAUGE
1	TF1018	BEARING 2-3/16 BORE
1	11M7028	COTTER PIN
8	19H3784	LUG BOLT SCREW

8	19M7489	BOLT, BLADE
1	19M7905	SCREW CAP
9	34H308	SPRING PINS
1	34M7126	SPACER
6	57M7166	HEADLIGHT BULB
1	AL150288	INNER AIR FILTER
4	AL152098	DIODE HOLD RELAY
5	792002	KNOB 5/16-18 X 3/4
1	AL169573	FILTER, HYD OIL
1	AL172780	AIR FILTER OUTER
1	AL173630	FULCRUM/BRACKET
1	AL210605	SCREEN FILTER
1	AL221066	TRANS FILTER
1	AL221106	LEFT HEAD LIGHT ASSY
1	AL225552	AIR FILTER
1	AL65432	SWITCH, HEADLIGHT
1	AL76568	KNOB, TEMP SWITCH
1	AM101589	TIRE
4	AM102723	OIL FILTER
2	AM108172	DUST/DIRT DRAIN VALVE
1	AM118802	PTO SWITCH
1	AM119297	DISCHARGE CHUTE
1	AM123716	RELAY
1	AM125172	WHEEL KIT
2	AM125751	CONNECTOR ELEC
1	AM128244	CHUTE GUARD
2	AM128925	SAFTEY SWITCH
1	AM876266	FUEL PUMP
1	AMT1086	WIRING HARNESS W/SWITCH
1	AT171854	AIR FILTER
1	DZ105100	CRANK CASE VENT FILTER
4	DZ109700	PACKING O-RINGS
1	DZ110639	CHEMICAL SENSOR
3	DZ115389	FUEL FILTER
7	ET15755	SEAL
1	L151883	ANGLE BRACKET
2	L168271	HANDLE
1	L214634	INNER CAB AIR FILTER
2	LVA16054	TRANS FILTER
2	M112414	V BELT
4	M115245	DECK WHEEL
1	M124203	ROD, CLUTCH
1	M133359	PIN
1	M140441	SWITCH, TEMP
3	M145727	CAP
1	M151277	V BELT
1	M154421	BUSHING

9	M168223	CUTTING BLADES
1	M805702	GASKET, THERMOSTAT
1	M87373	V BELT
2	R225264	WASHERS NEOP
2	R49835	BUSHING
1	R56026	SWITCH TURN SIGNAL
2	R56101	CLIP
9	RE195491	AIR FILTER
3	RE197065	HYD FILTER
2	RE198488	AIR FILTER
1	RE217551	LAMP TURN
3	RE253519	AIR FILTER
1	RE39581	LIGHT LAMP FLASHER
3	RE45864	HYD FILTER
1	RE544391	FUEL FILTER
1	RE546336	FILTER, ELEMENT FUEL
3	RE58638	LIGHT, HEAD LAMP ASSY
1	RE591035	FLASHER HEAVY DUTY
1	RE59754	OIL FILTER ENGINGE
1	RE61717	IGNITION SWITCH
1	RG60081	FUEL PUMP ASSY
1	SJ15809	RELAY
1	T24802	CLIP
1	TCA14509	IDLER PULLEY
1	TCA14594	IDLER
1	TCA17524	IDLER
1	TCA17540	IDLER PULLEY
2	TCU12440	V BELT
1	TCU16026	V BELT
2	TCU21054	V BELT
1	TCU27151	AXLE
1	TCU28739	AXLE
1	UC16571	PLATE
1	R109451	DUST COVER
2	02964697	CHAIN GUARD CORNER
4	00011100	FLATWASHER 3/8
4	00011400	3/8 BOLT HEX
4	00015800	LOCKNUT 3/8
6	B571044	BOLT KIT
1	BHTWK-10	BUSH HOG TAIL WHEEL BEARING KIT
15	6T1023R	NUT, BLADE
16	34497	BOLT
1	34878	BOSS CLAMP
3	735600	NUT
2	9216	WASHER 1"
26	00023200	PIN ROLL
3	02957089	LOCKWASHER

2	02962774	ELBOW HYD ADAPTER
6	02044200	O-RING
6	00020900	NUT SLOT
14	00752827	BOLT BLADE VM 72 ALAMO
3	02782900	BOLT
1	3N600-77223	WIRING HARNESS
1	02992753	TEMPERATURE PROBE
1	02984399	SOLENOID
1	02983513	SOLENOID
5	02964330	BOLT ALAMO BLADE BOLT
3	00023200	PIN
3	02965229	SPACER
17	18 X 1.5 X 90	GRADE 10.9 BOLT
15	8277	PLOW BOLT
22	4528	HEX NUT
1	TCA19309	TIRE AND RIM
1	602891	DISCHARGE CHUTE 60"
1	604609	DISCHARGE CHUTE 48"
1	AL203384	INSTRUMENT CLUSTER
3	06410254	SKID SHOE
3	6T0820H	SKID SHOE TM60
6	32936	SKID SHOE
1	02957332	SKID SHOE, LEFT
6	02885600	SKID SHOE
3FT	15-SPIRO 111 3"	3" GRAY SPIRO FLEX HOSE PER FOOT
6	02960650	BUSHING
3	35226	SWITCH MOWER
9	17044735	NUTS
10	R56462	O-RING
2	02909500	NUT
3	TF4507B	LINKAGE
5	TF4500A	ARM PIVOT
8	TB3010	BUSHING
6	06537021	ROLL PINS
1	02957535	PIN LINKAGE
4	22847	SPACER
4	TF4519	PIN
5	TB1033	PIN
2	06611-15010	GREASE FITTING
1	R123542	GASKET
1	SU49016	GASKET
1	R105053	GASKET
4	13517224	STUDS
1	R90737	GASKET
4	R123575	O-RINGS
5	16707134	SCREW
5	R45523	SHIM

1	86620242	PRE-CLEANER ASSY
1	00769938	BEARING
5	6T3924	FUSE HOLDER
6	02963646	BOLTS 3/4
1	82034266	CERNICRA
1	HM212046	BEARING
1	HM212011	BEARING
5	24H1498	WASHERS
2	PA5399	CAB AIR FILTER
6	PA5400	CAB AIR FILTER
2	02964028	PTO SWITCH
1	RE282287	INNER AIR FILTER
1	RE282286	OUTER AIR FILTER
1	R536698	FUEL FILTER
3	RE60021	FUEL FILTER
1	RE519626	OIL FILTER
1	RE568067	FUEL INJECTOR PUMP
2	L165847	HOSE
1	L154024	SCREEN RADIATOR
1	RE70536	BELT TENSIONER
1	RE72215	FUEL SENDER
2	TR22525	BELT
2	R135822	V-BELT, SERP
1	M119399	V-BELT
1	5VX540	BELT
1	1G541-97010	BELT, ALT
1	L111601	SERP V-BELT
1	9495	V-BELT
1	76903	WINDOW HANDLE
1	2458436-S	IGNITION MODULE
1	21171-2207	IGNITION COIL
4	1G796-53620	GASKET, NOZZLE
1	784-801D	WING NUT KIT
7	E-5991	FLANGE NUT
2	33740-54090	WASHER PLAIN
2	3G710-56350	SCREW
12	9.1058.0036.6	BOLTS
2	858-603	NUT
1	858-653	SCREW CAP SOCKET HEAD
7	T1065-74270	SCREW
2	AR172	RELAY
8	159903A1	FUSE 30A
1	06505047	SPRING
1	M153186	SPRING
1	15983708	OIL SENDING UNIT
1	1745460010	SOLENOID, STOP
7	8603209	RING SNAP

4	16874776	RING LOCK
1	RE173314	BALL BEARING
1	CH18554	BEARING
1	4894139	DRAIN PLUG
1	C9NN6730BWG	SUMP PLUG
23	2A361612	BOLT PLOW
16	15B600	WASHER 3/8
7	00059700	BOLT 3/8
1	46068	VALVE
9	A-4	WHEEL BEARING SET
6	SET2	BEARING WHEEL OUTER
6	SET6	WHEEL BEARING SET
3	SET5	BEARING WHEEL INNER
2	SET12	WHEEL BEARING SET
2	SET11	WHEEL BEARING SET
3	15245	RACE BEARING
3	15123	BEARING
2	15101	BEARING
1	15245	RACE BEARING
12	A-13	WHEEL BEARING INNER
8	A-14	WHEEL BEARING
8	A-17	WHEEL BEARING
1	DL517004	WHEEL HUB BEARING
3	LM102910	WHEEL BEARING
2	LM102949	WHEEL BEARING
1	SET34	WHEEL BEARING
1	A-34	WHEEL BEARING
1	SET47	OUTER BEARINGS
1	PBR17	BEARING SET
1	L68111	BEARING RACE
1	39250	BEARING
2	14276	WHEEL BEARING RACE
5	BR13	WHEEL BEARING
1	F3TZ*3517*A	BEARING
1	F4DZ*3517*A	BEARING
6	25580	BEARING
8	25520	BEARING RACE
8	14125A	BEARING
9	14276	BEARING RACE
1	BK2-100	BEARING SET
1	13977	DUST CAP 2-3/32
1	1980SS	BEARING BUDDY
4	502T	BEARING/SEAL KIT
2	RG04-060	GREASE CAP
6	3500	DUST CAP
4	10-36	SEAL WHEEL
6	442251	GREASE SEAL

2	21336	GREASE SEAL
1	370014A	AXLE SEAL
2	370025A	OIL SEAL
10	419454	LUG RETAINER
1	644-0008	BEARING
1	690-0444	SEAL VAC BRK TOP
2	690-0847	RUBBER SEAL TOP SMALL
1	690-0848	RUBBER SEAL TOP LARGE
1	3505300C1	RELAY
1	690-1770	BEARING
1	631-1052	TOGGLE SWITCH
1	3968427	TUBE FUEL DRAIN
3	661-0732	SEAL
2	3963988	WASHER SEALING
4	3963990	WASHER SEALING
1	3957290	VALVE CHECK
1	008994	BREAKER 15A 240V
3	B9200-0300	TBOLT CLAMP
1	B9200-0275	TBOLT CLAMP
1	624-0158	HYDRAULIC FILTER
1	663-0009	2.5KC NIPPLE
2	624-0272	FILTER 5 MICRON
2	623-0488	COILS 12VDC
1	621-1897	HOSE CLAMP KIT 3/4"
1	621-1898	HOSE CLAMP KIT 1"
1	06-35209-000	SWITCH A/C
7	605-0238	FITTING 90 DEG
2	621-1512	O-RING, SPLIT FLANGE
1	621-0159	O-RING
1	644-0040	COUPLER, BLOWER,RUBBER
1	3020-0002	1" 3WAY BALL VALVE
1	U45046	WHEEL
1	800-1082	SEAL HOUSING WELDMENT
1	800-1083	VAC BREAK DOOR
1	800-0033	FLOAT ARM WELDMENT
1	220277A1	TUBE
2	624-0231	O-RING FOR 624-0158 FILTER
2	1827515C1	DRAIN PLUG
1	690-0034	ROLLER URETHANE 3"
1	U45054	FOOTAGE COUNTER RIGHT HAND
1	U45047	COUNTER, HOSE REEL LEFT
3	631-0098	TOGGLE SWITCH ON/OFF
2	631-0099	SPEED SWITCH
1	631-0052	TOGGLE SWITCH
1	U20188A	1/2" QUICK F COUPLER
1	U20189D	1/2" MALE PLUG
2	810-20977	FOLLOWER

2	605-0006	KEYWAY-SPROCKET
9	1831483C1	O-RING
2	A305000216-2	O-RINGS
1	A304000601-4	CHARGE VALVE ASSY L/H
2	A304000301-4	VALVE CHARGE ASSY
3	631-0100	TOGGLE SWITCH BOOT
2	622-0484	PUMP HYDRAULIC
2	680-0025	CLAMP HD 2.5
1	810-2095	SPRING INSERT
1	690-1284	GASKET 10" W/HOLES
1	690-0380	GASKET 6"
2	624-0255	GAUGE 3000 PSI
1	728-106	4/0 LUG 1/2" MAX LUG
1	711-0063	T-HANDLE ASSY
2	662-0202	RELIEF VALVE 2000-3000 PSI
1	662-0053.	RELIEF VALVE
1	800-3220	WATER FILTER
1	3536182C1	CIRCUIT BREAKER 30A
3	690-1005	HINGE CONCEALED
1	622-0216	HW CONTROL
6	B017577	SEAL KIT FOR 009088 VALVE
2	09221	OIL SEAL KIT GP 7145
1	A4-2A80	NOZZLE BULLET 30 DEG.
1	690-0095	LATCH TWIST AND TURN
1	623-0537	VALVE CARTRIDGE 4-WAY
1	623-0538	COIL SOLENOID
2	810-12001	SPACER
1	AL76702	RELAY
2	S621-011004	O-RING
1	680-0016	CLAMP 8"
2	2TA50	QUICK RELEASE CLAMP 8"
1	690-0440	VACCUM DOOR SEAL
16	662-0206	HANDLE FOR 662-0003 VALVES
1	662-0006	3/4 BALL VALVE 3000
1	4984575	SENSOR PRESSURE
1	623-0024	HANDLE
2	690-0244	LATCH ASSY
1	622-0150	O-RING
1	09603	PACKING KIT GP7145
1	01179630	FILLER CAP OIL
1	5260670	VALVE KIT L1618
1	P504326	PACKING KIT
1	800-10651	90 DEGREE NOZZLE
1	4307376	VALVE PRESSURE RELIEF
1	H6054	SEALED BEAM LIGHT
1	RY241	RELAY 5 PRONG
2	SW12932	CHROME TOGGLE SWITCH ON/OFF

1	PT235	BRAKE SWITCH CONNECTOR
1	7220	MIRROR
1	5405392	REAR MAIN SEAL
1	5004049	GOV & CHECK VALVE KIT
2	G60130-1612	ADAPTER FITTING 1" TO 3/4"
3	640-0003	BELT
2	640-0004	BELT
1	S1817	AIR PLUG
1	326-1006	FUEL PUMP TRANSFER
1	623-0100	VALVE 2 WAY
1	RS3517	RADIAL SEAL OUTER AIR ELE
9	5VX1250	BELT
2	5VX500	BELT
1	K080774	BELT V-SERP
1	01-23415-091	BELT V-SERP
2	624-0029	HYDRAULIC FILTER
1	624-0261	OIL FILTER
1	624-0009	HYDRAULIC FILTER
1	650-1345	FUEL FILTER
2	650-1539	FUEL FILTER
3	ABP/N122-R50423	FUEL FILTER
1	1R-1807	OIL FILTER
2	KV2K15-36S	5/8 ELBOW 45 DEG
2	KV2K19-37S	ELBOW-45 3/4 NYL
2	23-14396-015	ELBOW 90, PTC 5/8
1	KV2L11-36S	ELBOW 90 3/8
1	23-14396-006	ELBOW 90
3	VS279NTA6	AIR BRAKE ELBOW
2	621-0392	O-RING
2	622-0080	O-RING
2	622-0149	O-RING
2	621-0392	O-RING
1	622-0148	O-RING
2	621-1512	O-RING, SPLIT FLANGE
1	3U2Z*14S411*CJAA	WIRING PIGTAIL KIT
1	R3109	RELAY
2	631-0578	RELAY 5 PRONG
1	633-1629	LIGHT BAR CONTROLLER
2	E-9064	BRAKE KIT
1	F4DZ*19986*A	SWITCH ASSY
2	06CP-8	PARKER FITTING
3	06CP-9	PARKER FITTING
3	06CP-2	PARKER CAP
5	06CP-20	PARKER FITTING
8	06CP-24	PARKER CAP
8	06CP-32	PARKER CAP 304C-32
1	123445	COUPLING

2	15473	COTTER PIN
1	59946	A/C SERVICE VALVE
1	F3AZ*19E762*A	A/C SERVICE PORT
3	59945	A/C VALVE LOW SIDE
4	407278	SEALING WASHER GREEN
1	409574	VALVE
1	1676787C1	SWITCH
2	MR-76	A/C RELAY 5 PIN
9	38639	A/C ORFICE TUBE
4	59345	SHRADER VALVE
1	36659	LOW PRESSURE SWITCH
2	36664	A/C LOW PRESS CYCLING SWITCH
2	59946	A/C SERVICE VALVE
4	407277	SEALING WASHER RED
1	303-3879	
6	94019	DRILL AND TAP 10 X 3/4
1	961-325	SPEED NUT
36	66800	O-RING 1/8 X 1/4
33	66801	O-RING 5/32 X 9/32
16	66802	O-RING 3/16 X 5/16
72	66803	O-RING 7/32 X 11/32
170	66822	O-RING 3/8 X 9/16
69	66805	O-RING 5/16 X 7/16
21	66806	O-RING 3/8 X 1/2
97	66804	O-RING 1/8 X 3/8
47	66823	O-RING 7/16 X 5/8
58	66824	O-RING 1/2 X 11/16
10	66825	O-RING 9/16 X 3/4
20	66826	O-RING 5/8 X 13/16
128	66827	O-RING 11/16 X 7/8
20	66828	O-RING 3/4 X 15/16
22	66847	O-RING 3/4 X 1
8	66848	O-RING 13/16 X 1 1/16
10	66849	O-RING 7/8 X 1 1/8
8	66851	O-RING 1 X 1 1/4
8	66855	O-RING 1 1/4 X 1 1/2
4	66857	O-RING 1 3/8 X 1 5/8
12	66859	O-RING 1 1/2 X 1 3/4
4	66886	O-RING 1 1/2 X 1 7/8
10	66887	O-RING 1 5/8 X 2
4	66888	O-RING 1 3/4 X 2 1/8
5	5876A96	O-RING CYLINDER
2	2852978	O-RINGS
4	22609	O-RING
18	47098	HAIR PIN 14GA X 1-9/16
19	47090	HAIR PIN 13GA X 1-5/8
34	47096	HAIR PIN 13GA X 2-1/2

33	47092	HAIR PIN 13GA X 2-5/16
16	47097	HAIR PIN 11GA X 1-15/16
22	47095	HAIR PIN 11GA X 2-9/16
11	47094	HAIR PIN 9GA X 3-5/16
9	47091	HAIR PIN 7GA X 3-1/4
4	47093	HAIR PIN 7GA X 3-3/4
2	47099	HAIR PIN 3GA X 4
94	64095	SPRING PIN 5/32 X 1/2
64	64129	SPRING PIN 3/16 X 3/4
20	64243	SPRING PIN 1/4 X 3/4
7	64256	SPRING PIN 1/4 X 2 1/4
109	64099	SPRING PIN 5/32 X 3/4
30	64133	SPRING PIN 3/16 X 1
27	64247	SPRING PIN 1/4 X 1
22	64103	SPRING PIN 5/32 X 1
16	64137	SPRING PIN 3/16 X 1 1/2
10	64249	SPRING PIN 1/4 X 1 1/4
14	64105	SPRING PIN 5/32 X 1
19	64139	SPRING PIN 3/16 X 1 3/4
17	64251	SPRING PIN 1/4 X 1 1/2
19	64107	SPRING PIN 5/32 X 1 1/2
23	64141	SPRING PIN 3/16 X 2
9	64253	SPRING PIN 1/4 X 1 3/4
1	64310	SPRING PIN 1/2 X 2
11	64125	SPRING PIN 3/16 X 1/2
17	64241	SPRING PIN 1/4 X 5/8
14	64255	SPRING PIN 1/4 X 2
23	54741	GREASE FITTING 6MM X 1.0 STRAIGHT
22	54742	GREASE FITTING 6MM X 1.0 90*
37	54743	GREASE FITTING 6MM X 1.0 45*
47	54744	GREASE FITTING 8MM X 1.0 STRAIGHT
12	54749	GREASE FITTING 10MM X 1.0 STRAIGHT
22	54745	GREASE FITTING 8MM X 1.0 90*
7	54748	GREASE FITTING 10MM X 1.0 90*
14	54746	GREASE FITTING 8MM X 1.0 45*
14	54747	GREASE FITTING 10MM X 1.0 45*
35	47052	E-RING 1/16
22	47057	E-RING 9/64
10	47062	E-RING 7/32
8	47067	E-RING 7/16
35	47053	E-RING 1/16
25	47058	E-RING 5/32
17	47063	E-RING 1/4
35	47054	E-RING 3/32
16	47059	E-RING 11/64
18	47064	E-RING 5/16
88	47069	E-RING 5/8

31	47055	E-RING 1/8
19	47060	E-RING 3/16
12	47065	E-RING 3/8
3	47070	E-RING .744
35	47056	E-RING 9/64
14	74061	E-RING 3/16
17	47066	E-RING 7/16
20	47071	E-RING 3/4
19	8122342	BOLT RETAINER
1	18522	CIRCUIT BREAKER 40-12V
1	20555	FUSE AUTO FUSE LINK 60A
2	18521	CIRCUIT BREAKER 30-12V
4	2851	12-10 SUR SEAL
1	PAL180	FUSE
3	20552	FUSE AUTO FUSE LINK 30A
4	18518	CIRCUIT BREAKER 10-12V
14	2850	12-10 SUR SEAL
9	18519	CIRCUIT BREAKER 15-12V
4	20553	FUSE AUTO FUSE LINK 40A
10	2043	18-14 SUR SEAL
2	FLM-60	CARTRIDGE FUSE 60A
2	FLM-120	CARTRIDGE FUSE 120A
5	18520	CIRCUIT BREAKER 20-12V
2	20554	FUSE AUTO FUSE LINK 50A
14	0703308	FUSE 2 AMP MINI AUTO
41	0703314	FUSE 15 AMP MINI AUTO
67	0703300	FUSE 5 AMP
56	0703306	FUSE 30 AMP
32	0703309	FUSE 3 AMP MINI AUTO
39	0703315	FUSE 20 AMP MINI AUTO
98	0703301	FUSE 7.5 AMP ATO BROWN BLADE
3	0703318	FUSE 20 AMP MAXI
43	0703310	FUSE 4 AMP MINI AUTO
52	0703316	FUSE 25 AMP MINI AUTO
41	0703302	FUSE 10 AMP
2	0703319	FUSE 30 AMP MAX
2	0703320	FUSE 40 AMP
48	0703303	FUSE 15 AMP
47	0703317	FUSE 30 AMP MINI AUTO
28	0703311	FUSE 5 AMP MINI AUTO
42	0703312	FUSE 7.5 AMP MINI AUTO
38	0703298	FUSE 3 AMP ATO BLADE
49	0703304	FUSE 20 AMP
3	0703321	FUSE 50 AMP
49	0703313	FUSE 10 AMP MINI AUTO
68	0703299	FUSE 4 AMP ATO BLADE
69	0703305	FUSE 25 AMP ATO BLADE

3	0703302	FUSE 10 AMP
2	4259	SCREW M5 X 40 SMALL DIAMETER METRIC
53	80273	LOCK WASHER M4 SMALL DIAMETER METRIC
46	4300	NUT M4 SMALL DIAMETER METRIC
11	4276	SCREW M7 X 12 SMALL DIAMETER METRIC
30	80274	LOCK WASHER M5 SMALL DIAMETER METRIC
4	4277	SCREW M7 X 20 SMALL DIAMETER METRIC
68	80276	LOCK WASHER M7 SMALL DIAMETER METRIC
25	4303	NUT M7 SMALL DIAMETER METRIC
12	4278	SCREW M7 X 30 SMALL DIAMETER METRIC
51	80259	WASHER M4 SMALL DIAMETER METRIC
5	4279	SCREW M7 X 40 SMALL DIAMETER METRIC
6	80201	SCREW M5 X 35 SMALL DIAMETER METRIC
3	80203	SCREW 3F SMALL DIAMETER METRIC
3	80238	SCREW M12 X 1.25 X 35 MED DIA METRIC
33	80264	WASHER 10MM MED DIA METRIC
2	80239	SCREW M12 X 1.25 X 50 MED DIA METRIC
50	80265	WASHER 12MM MED DIA METRIC
2	80225	SCREW M10 X 1 X 20 MED DIA METRIC
2	80219	SCREW M8 X 1 X 20 MED DIA METRIC
8	80252	NUT M10 X 1 MED DIA METRIC
7	80241	SCREW M12 X 1.5 X 30 MED DIA METRIC
1	80227	SCREW M10 X 1 X 30 MED DIA METRIC
3	80243	SCREW M12 X 1.5 X 40 MED DIA METRIC
5	80228	SCREW M10 X 1 X 30 MED DIA METRIC
19	80254	NUT M12 X 1.25 MED DIA METRIC
1	80244	SCREW M12 X 1.5 X 50 MED DIA METRIC
4	80237	SCREW M12 X 1.25 X 25 MED DIA METRIC
4	80230	SCREW M10 X 1.25 X 20 MED DIA METRIC
38	80263	WASHER 8MM MED DIA METRIC
101	26116	SCREW 6-32 X 1 PHILLIPS HEAD
2	32113	BATTERY TERMINAL 1-2 NEG
2	436340-005P	BATTERY TERMINAL, 4/0 POS CLAMP
1	32121	BATTERY TERMINAL 4/0 NEG
1	32114	BATTERY TERMINAL 1-2 POS
6	32118	BATTERY TERMINAL 2/0 POS CLAMP
6	32122	BATTERY TREMINAL 4/0 POS
3	32165	BATTERY TERMINAL 3/8 STUD NUT
1	01411	BATTERY TERMINAL
2	32115	BATTERY TERMINAL 1/0 NEG
2	32119	BATTERY TERMINAL 3/0 NEG
1	32120	BATTERY TERMINAL 3/0 POS
1	32110	BATTERY TERMINAL 4 GA UNIV
32	60144	WOODRUFF KEY 3/32 X 1/2
33	60145	WOODRUFF KEY 3/32 X 5/8
26	60146	WOODRUFF KEY 1/8 X 1/2
25	60147	WOODRUFF KEY 1/8 X 5/8

19	60148	WOODRUFF KEY 1/8 X 3/4
19	60149	WOODRUFF KEY 5/32 X 5/8
14	60150	WOODRUFF KEY 5/32 X 3/4
18	60151	WOODRUFF KEY 5/32 X 7/8
13	60152	WOODRUFF KEY 3/16 X 5/8
19	60153	WOODRUFF KEY 3/16 X 3/4
14	60154	WOODRUFF KEY 3/16 X 7/8
12	60155	WOODRUFF KEY 3/16 X 1
17	60156	WOODRUFF KEY 3/16 X 1 1/8
9	60157	WOODRUFF KEY 3/16 X 1 1/4
18	60158	WOODRUFF KEY 1/4 X 3/4
10	60159	WOODRUFF KEY 1/4 X 7/8
3	60160	WOODRUFF KEY 1/4 X 1
3	60161	WOODRUFF KEY 1/4 X 1 1/8
4	60162	WOODRUFF KEY 1/4 X 1 1/4
4	60163	WOODRUFF KEY 5/16 X 1
7	60164	WOODRUFF KEY 5/16 X 1 1/8
8	60165	WOODRUFF KEY 5/16 X 1 1/4
10	60166	WOODRUFF KEY 3/8 X 1
8	60167	WOODRUFF KEY 3/8 X 1 1/4
1	60168	WOODRUFF KEY 1/2 X 2
146	8432	WIRE TIES 3/32 X 5 1/2
232	8431	WIRE TIES 3-3/4"
207	8434	WIRE TIES 9/64 X 5 1/2
90	8435	WIRE TIES 5/32 X 8 1/2
160	8438	WIRE TIES 3/16 X 8
20	8439	WIRE TIES 3/16 X 11 1/8
100	65034	COTTER PIN 3/32 X 3/4
33	65076	COTTER PIN 1/8 X 1
36	65105	COTTER PIN 5/32 X 1-1/2
60	65012	COTTER PIN 1/16 X 1/2
73	65036	COTTER PIN 3/32 X 1
34	65077	COTTER PIN 1/8 X 1-1/4
27	65107	COTTER PIN 5/32 X 2
32	65014	COTTER PIN 1/16 X 3/4
86	65037	COTTER PIN 3/32 X 1-1/4
35	65078	COTTER PIN 1/8 X 1 1/2
20	65019	COTTER PIN 1/16 X 2
47	65016	COTTER PIN 1/16 X 1
36	65079	COTTER PIN 1/8 X 1 3/4
25	65125	COTTER PIN 3/16 X 1 1/2
62	65018	COTTER PIN 1/16 X 1 1/2
97	65040	COTTER PIN 3/32 X 2
32	65080	COTTER PIN 1/8 X 2
35	65127	COTTER PIN 1/16 X 1 1/2
87	65019	COTTER PIN 1/16 X 2
361	65056	COTTER PIN 7/64 X 1

25	65147	COTTER PIN 1/4 X 2
17	65129	COTTER PIN 1/16 X 2
2	53165	TUBE FITTING 5/8
3	53135	TUBE FITTING 5/8
5	53149	TUBE FITTING 3/16
1	53118	TUBE FITTING 3/16
31	53015	TUBE FITTING 3/16 NUT
80	53001	TUBE FITTING 3/16 SLEEVE
5	53151	TUBE FITTING 1/4
2	53120	TUBE FITTING 1/4
12	53016	TUBE FITTING 1/4 NUT
46	53002	TUBE FITTING 1/4 SLEEVE
1	15628170	ELBOW
6	53123	TUBE FITTING 5/16
66	53017	TUBE FITTING 5/16 NUT
6	53157	TUBE FITTING 3/8
1	53126	TUBE FITTING 3/8
4	53018	TUBE FITTING 3/8 NUT
55	53004	TUBE FITTING 3/8 SLEEVE
1	53045	TUBE FITTING 5/16 UNION
9	53042	TUBE FITTING 1/4 UNION
7	53019	TUBE FITTING 1/2 NUT
53	53040	TUBE FITTING 1/8 UNION
5	689.06.58	DOT UNION 5/8
5	689.06.12	DOT UNION 1/2
3	689.06.38	DOT UNION 3/8
3	689.06.14	DOT UNION 1/4
2	28103	3/8 X 1/8 MIP X FIP BS BUSHING
2	690402	1/4 X 1/8 ELBOW
5	689.09.12	DOT UNION ELBOW 1/2
6	689.09.38	DOT UNION ELBOW 3/8
5	689.09.14	DOT UNION ELBOW 1/4
6	689.02.1212	MALE ELBOW 1/2 X 1/2
1	689.02.3838	DOT MALE ELBOW 3/8 X 3/8
6	689.02.1414	DOT MALE ELBOW 1/4 X 1/4
12	47000	SNAP RING 1/4
13	47005	SNAP RING 9/16
20	47027	SNAP RING 1/4
23	47032	SNAP RING 9/16
17	47001	SNAP RING 5/16
13	47006	SNAP RING 5/8
11	47028	SNAP RING 5/16
17	47034	SNAP RING 11/16
32	47003	SNAP RING 7/16
11	47008	SNAP RING 3/4
21	47030	SNAP RING 7/16
9	47035	SNAP RING 3/4

19	47004	SNAP RING 1/2
29	47009	SNAP RING 13/16
30	47031	SNAP RING 1/2
4	47036	SNAP RING 25/32
1	00754627	SNAP RING
1	86625149	SNAP RING CASE
1	2507	SNAP RING 1 1/2
1	E-1106	ANCHOR PIN
1	784349	CONNECTOR YELLOW FEMALE
1	754450	DOOR LOCK ROD CLIPS
1	456280	SPEED NUT, U-TYPE 12PK
1	85447	DISCONNECT
2	DOT 1/8 X 3/8	DOT 1/8 X 3/8
6	CCDF38	CABLE CLAMP 3/8
1	75455	DOOR ROD CLIPS
4	4008D	8 AWG 5/16
2	800-801	CLIP, TRANS LINE
1	CC316	3/16 CABLE CLAMP
1	456320	SPEED NUT, 5PK
1	213410	LONG NIPPLE
1	75455	DOOR ROD CLIPS
1	02365	GROMMET ASST
1	FN306	FITTING BULKHEAD
1	200400	ELBOW
2	DOT 3/16 X 3/8	DOT 3/16 X 3/8
2	DOT 5/32 X 3/8	DOT 5/32 X 3/8
3	CC516	CABLE CLAMP 5/16
1	203400	COUPLING
10	54701	GREASE FITTING 1/4-28 SHORT
14	54708	GREASE FITTING 1/4-28 90*
9	54689	GREASE FITTING 1/8 PIPE SHORT
36	54717	GREASE FITTING 3/16 DRIVE IN
6	54702	GREASE FITTING 1/4-28 MEDIUM
63	54705	GREASE FITTING 1/4-28 PLUG
8	54690	GREASE FITTING 1/8 PIPE LONG
19	54720	GREASE FITTING 3/16 DRIVE IN
41	54703	GREASE FITTING 1/4-28 LONG
18	54709	GREASE FITTING 1/4-28 SELF TAPPING
12	54691	GREASE FITTING 1/8 PIPE 38*
40	54718	GREASE FITTING 1/4 DRIVE IN
7	54704	GREASE FITTING 1/4-28 LONG
9	54710	GREASE FITTING 1/4-28 45* SELF TAP
10	54692	GREASE FITTING 1/8 PIPE 67*
96	54719	GREASE FITTING 5/16 DRIVE IN
19	54706	GREASE FITTING 1/4-28 45*
7	54693	GREASE FITTING 1/8 PIPE 90*
8	54694	GREASE FITTING 1/8 PIPE 45*

44	58465	GREASE FITTING 1/4-28 STRAIGHT XLONG
10	1841	GREASE FITTING 1/2 PIPE
2	6090	SHRINK TUBE 1/8 X 12 BROWN
3	6091	SHRINK TUBE 3/16 X 12
4	6092	SHRINK TUBE 1/4 X 12 WHITE
5	6094	SHRINK TUBE 1/2 X 12
2	6095	SHRINK TUBE 3/4 X 12
117	2841	22-18 BUTT CONN
100	2842	16-14 BUTT CONN
31	2843	12-10 BUTT CONN
19	2042	22-18 BUTT CONN
17	2847	22-18 SUR SEAL
30	2048	16-14 X 14 DGN
16	2120	22-14 CLOSED END CRIMP CONN
66	6293	ATM 5 MINI BLADE TYPE FUSE
21	2846	22-18 SUR SEAL
8	2844	16-14 SUR SEAL
15	2765	16-14 SNAP PLUG
44	2761	22-18 X .176 SNAP PLUG
13	2845	16-14 SUR SEAL
27	2029	16-14 SNAP PLUG
54	2028	22-18 X .176 SNAP PLUG
18	58598	#6 RING H/S 20-18
12	58600	#10 RING H/S 20-18
14	58607	#10 RING H/S 20-10
7	58604	#10 RING H/S 16-14
6	58608	RING 1/4 12-10
12	58606	#8 RING H/S 12-10
7	58609	3/8 RING H/S 12-10
51	58593	QUICK CONNECT 12-10F
4	705209	WIRE TERMINAL
14	58592	QUICK CONNECT 12-10M
1	85408	RING TERMINAL
198	2002	RING CONNECTOR 22-18X6
14	2004	RING CONNECTOR 22-18X10
27	2009	RING CONNECTOR 16-14X6
1	2011	RING CONNECTOR 16-14X10
28	2012	16-14 X 1/4 RING CONNECTOR
33	2014	RING CONNECTOR 16-14X3/8
23	2015	RING CONNECTOR 12-10X6
6	2017	RING CONNECTOR 12-10X10
20	2018	RING CONNECTOR 12-10X1/4
17	2020	12-10X3/8 RING CONNECTOR
14	2021	RING CONNECTOR 12-10X1/2
33	2104	RING CONNECTOR 22-18X10
61	2117	SPADE CONNECTOR 12-10X10
86	2054	QUICK SLIDE CONN 22-18X1/4 MALE

24	2025	16-14 NYLON MALE
48	2748	CONNECTOR
30	2024	QUICK SLIDE CONN 22-18X1/4 FEMALE
25	2035	CONNECTOR 16-14X1/4
3	2760	BUTT CONNECTOR
20	2770	BUTT CONNECTOR 12-10
97	9800	DRILL RIVET 3/32 DIA #41
78	9808	DRILL RIVET 1/8 DIA #30
54	9839	DRILL RIVET 1/8 DIA #30
97	9801	DRILL RIVET 1/8 DIA #41
84	9809	DRILL RIVET 1/8 DIA #30
63	9828	DRILL RIVET 1/8 DIA #30
5	9844	DRILL RIVET 3/16 DIA #11
105	9806	DRILL RIVET 1/8 DIA #30
22	9818	DRILL RIVET 5/32 DIA #20
1	9829	DRILL RIVET 1/8 DIA #30
69	9838	DRILL RIVET 1/8 DIA #30
72	9807	DRILL RIVET 1/8 DIA #30
4	9820	DRILL RIVET 1/8 DIA #20
25	9830	DRILL RIVET 3/16 DIA #11
63	9846	DRILL RIVET 3/16 DIA #11
31	15960325	RETAINER CLIPS
1	5/8 X 5-1/2	BOLT GR8 W/NUT
8	1/2 X 5-1/2	BOLT
1	3/4 X 6	BOLT W/NUT
25	4I-7538	TRACK BOLT
21	5/16 X 2	FLOOR BOARD SCREW
15	3/4 X 8	BOLT
20	5/8 X 3	PLOW BOLTS
6	5/16 X 3	FLAT TORX TREAD FORM
36	1/4 X 2-3/4	WING TEK BOLT
23	1/4 X 3-3/4	WING TEK BOLT
3	3/4 X 3	PLOW BOLTS
5	5/8 X 2	PLOW BOLTS
8	5/5 X 2-1/2	PLOW BOLTS
20	3/4 X 2-1/2	PLOW BOLTS
106	HXG214NLC	NUT
68	HXG2516NLC	NUT
30	HXG212NLC	NUT
20	HXG258NLC	NUT
11	HXG234NLC	NUT
30	7/8 LOCKNUT	LOCKNUT 7/8
84	8926	1/4-20 GR8 NUT
81	8927	5/16-18 GR8 NUT
97	8928	3/8-15 GR8 NUT
53	8929	7/16-14 GR8 NUT
40	8930	1/2-13 GR8 NUT

9	22036	7/8 NUT
21	8932	5/8-11 GR8 NUT
10	8933	3/4-10 GR8 NUT
89	5400	1/4 GR8 WASHER
56	5401	5/16 GR8 WASHER
56	5402	3/8 GR8 WASHER
58	5403	7/16 GR8 WASHER
39	5404	1/2 GR8 WASHER
14	8008	7/8 FLAT WASHER
17	5406	5/8 GR8 WASHER
18	5407	3/4 GR8 WASHER
150	6300	1/4 GR8 LOCKWASHER
48	6305	5/16 GR8 LOCKWASHER
72	6310	3/8 GR8 LOCKWASHER
91	6315	7/16 GR8 LOCKWASHER
67	6320	1/2 GR8 LOCKWASHER
49	6330	5/8 GR8 LOCKWASHER
36	6335	3/4 GR8 LOCKWASHER
96	40700	1/4-20X1/2 BOLT
54	40726	5/16-18X1/2 BOLT
41	40754	3/8-16X3/4 BOLT
29	40784	7/16-14X1 BOLT
36	40807	1/2-13X1 BOLT
8	40852	BOLT 5/8-11X1
13	40881	3/4-10X1 BOLT
63	40702	1/4-20X3/4 BOLT
48	40728	5/16-18X3/4 BOLT
35	40756	3/8-16X1 BOLT
25	40786	7/16-14X1-1/2 BOLT
28	40810	1/2-13X1-1/2 BOLT
2	2346	5/16 QUICK LINKS
14	40854	5/8-11X1-1/2 BOLT
7	40883	3/4-10X2 BOLT
56	40704	1/4-20X1 BOLT
27	40730	5/16-18X1 BOLT
32	40758	3/8-16X1-1/4 BOLT
20	40788	7/16-14X2 BOLT
15	40812	1/2-13X2 BOLT
11	404.1	1" FLATWASHER
12	40856	5/8-11X2 BOLT
10	40885	3/4-10X2-1/2 BOLT
39	40707	1/4-20X1-1/2 BOLT
29	40733	5/16-18X1-1/2 BOLT
23	40759	3/8-16X1-1/2 BOLT
15	40790	7/16-14X2-1/2 BOLT
12	40814	1/2-13X2-1/2 BOLT
6	40870	BOLT 5/8-11X6

13	40858	5/8-11X2-1/2 BOLT
9	40887	3/4-10X3
36	40709	1/4-20X2 BOLT
11	40735	5/16-18X2 BOLT
6	40761	3/8-16X2 BOLT
19	40792	7/16-14X3 BOLT
12	40816	1/2-13X3 BOLT
9	40860	5/8-11X3 BOLT
13	40889	3/4-10X3-1/2 BOLT
14	40711	1/4-20X2-1/2
14	40737	5/16-18X2-1/2 BOLT
17	40763	3/8-16X2-1/2 BOLT
10	40796	7/16-14X4 BOLT
7	40862	5/8-11X3-1/2
7	40891	3/4-10X4 BOLT
14	40713	1/4-20X2-1/2 BOLT
18	40739	5/16-18X3 BOLT
7	40765	3/8-16X3 BOLT
7	40796	7/16-14X4 BOLT
9	40820	1/2-13X4 BOLT
4	40922	7/8X9X7 BOLT
5	40864	5/8-11X4 BOLT
7	40894	3/4-10X5 BOLT
58	36152	NUT 1/4-28
58	1136102	NUT 1/4-20
45	36104	5/16-18 NUT
78	36154	NUT 5/16-24 HEX
30	1136106	NUT 3/8-16
193	36156	NUT HEX 3/8-24
38	1136108	NUT 7/16-14
174	36158	NUT 7/16-20
19	52308	NUT 1/2-13, BLADE
34	36160	NUT 1/2-20
26	1136112	NUT 9/12-12
83	36162	NUT 9/16-18
30	1133004	WASHER 1/4 USS
49	1133618	LOCK WASHER 1/4
50	1133078	WASHER 1/4 SAE
51	1133006	WASHER 5/16 USS
70	1133620	LOCK WASHER 5/16
71	1133080	WASHER 5/16 SAE
16	1133008	WASHER 3/8 USS
33	1133622	LOCK WASHER 3/8
28	1133082	WASHER 3/8 SAE
38	66437	WASHER 7/16 USS
42	1133624	LOCK WASHER 7/16
35	1133084	WASHER 7/16 SAE

23	1133012	WASHER 1/2 USS
35	1133626	LOCK WASHER 1/2, BLADE
58	31248	WASHER 1/2 SAE
25	1133014	WASHER 9/16 USS
115	1133628	LOCK WASHER 9/16
18	1133088	WASHER 9/16 SAE
58	110120302	BOLT 1/4-20X3/4
259	17003	BOLT 1/4-28X3/4
76	17004	BOLT 1/4-28X7/8
44	110120323	BOLT 5/16-18X3/4
265	17053	BOLT 5/16-24X3/4
76	110120344	BOLT 3/8-16X1
139	17105	BOLT 3/8-24X1
85	50595	BOLT 1/2-13X3/4
32	50618	BOLT 9/16-12X1-1/2
21	13255	BOLT 9/16-12X1
133	17155	BOLT 7/16-20X1
58	110120361	BOLT 7/16-14X1
138	50594	BOLT 1/2-13X1
29	50622	BOLT 9/16-12X2-1/2
14	50620	BOLT 9/16-12X2
206	17005	BOLT 1/4-28X1
95	110120304	BOLT 1/4-20X1
274	17055	BOLT 5/16-24X1
39	0120325	BOLT 5/16-18X1
63	40562	BOLT 3/8-24X1-1/4
22	110120345	BOLT 3/8-16X1-1/4
33	40582	BOLT 7/16-20X1-1/4
51	50582	BOLT 7/16-14X1-1/4
47	110120379	BOLT 1/2-13X1-1/4
26	13265	BOLT 9/16-12X3
239	17009	BOLT 1/4-28X1-1/2
22	110120306	BOLT 1/4-20X1-1/2
79	40540	BOLT 5/16-24X1-1/4
42	110120326	BOLT 5/16-18X1-1/4
5	40564	BOLT 3/8-24X1-1/2
42	40584	BOLT 7/16-20X1-1/2
35	50584	BOLT 7/16-14X1-1/2
56	50598	BOLT 1/2-13X1-1/2
12	50613	BOLT 9/16-12X3-1/2
122	17011	BOLT 1/4-28X2
23	110120308	BOLT 1/4-20X2
176	17059	BOLT 5/16-24X1-1/2
19	50542	BOLT 5/16-18X1-1/2
1	50568	BOLT 3/8-16X2
27	40568	BOLT 3/8-24X2
24	40588	BOLT 7/16-20X2

47	50588	BOLT 7/16-14X2
37	17210	BOLT 1/2-20X1-3/4
9	110120381	BOLT 1/2-13X1-3/4
8	40847	BOLT 9/16-12X6
92	40526	BOLT 1/4-28X2-1/2
65	50546	BOLT 5/16-18X2
74	17061	BOLT 5/16-24X2
23	40572	BOLT 3/8-24X2-1/2
24	50590	BOLT 7/16-14X2-1/2
23	40590	BOLT 7/16-20X2-1/2
9	110120382	BOLT 1/2-13X2
29	17211	BOLT 1/2-20X2
28	52312	NUT 5/8-11
41	42212	NUT 5/8-18
29	50528	BOLT 1/4-20X3
39	40528	BOLT 1/4-28X3
6	110120331	BOLT 5/15-18X2-1/2
21	40550	BOLT 5/16-24X2-1/2
26	50574	BOLT 3/8-16X3
45	40574	BOLT 3/8-24X3
54	50592	BOLT 7/16-14X3
49	40592	BOLT 7/16-20X3
21	50604	BOLT 1/2-13X2-1/2
4	66443	WASHER 5/8 USS
28	71222	LOCK WASHER 5/8
7	110120333	BOLT 5/16-18X3
35	40552	BOLT 5/16-24X3
2	50593	BOLT 7/16-14X4
3	50591	BOLT 7/16-14X3-1/2
8	50606	BOLT 1/2-13X3
22	40606	BOLT 1/2-20X3
6	50628	BOLT 5/8-11X1-3/4
7	40870	BOLT 5/8-11X6
7	110120335	BOLT 5/16-18X3-1/2
23	40608	BOLT 1/2-20X3-1/2
12	1136116	NUT 3/4-10
6	40609	BOLT 1/2-20X4
22	50610	BOLT 1/2-13X4
21	71224	LOCK WASHER 3/4
34	1133018	WASHER 3/4

1 low-boy transmission jack 0011601
1 1000 lb torque wrench (snap On) 0027736
1 torque multiplier wrench 0011199
1 20 ton floor jack 0006465
1 brake bleeder 008295
1 chop saw 0009508
1 10 ton floor jack 0011019
1 diesel egr cleaner 0012195
1 hydraulic diag. test kit 0012196
1 can test box diag. 0012205
1 tire pressure monitoring system 0012213
1 band saw 0012816
1 portable band saw 0012822
1 shop vac 0013678
1 ball joint tool kit 0018709
1 harmonic balancer set 0018724
1 brake bleeder kit 0018737
1 brake bleed adapter 0018738
1 Engine bearing tool 0018756
1 engine bearing tool 0018757
1 bottle jack 8 ton 0018759
1 bottle jack 6 ton 0018760
1 diesel inj. Tool 00188764
1 makita circular saw 0020817
1 battery charger 0021038
1 automotive leak tester 0025000
1 hyd. Flow tester 0025001
1 puller set 0025029
1 1inch impact wrench 0025043
1 leak detector 0025048
1 cylinder hone 018725
1 sea foam cleaning kit 030912-01
2 tire irons
1 tire bead tool
1 36 inch pipe wrench
1 bead blaster
1 OTC strut compressor
1 1 inch nrachet
1 chain hoist
15 wrenches (33mm to 64mm)
4 bolt cutters
2 small shop vacs
2 large jack stands

5 lug torque sockets
1 hydraulic hose press and dies
1 socket set 2 3/8 to 2 3/4
1 steering wheel puller set
1 back pressure tester
1 drill bit sharpener
4 rubber bobcat tracks
4 pallets hyd. Oil
1 55gsl drum AW46 hyd. Oil
1 set impact 3/4 sockets 1 in to 2 3/4

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 _____, 2022, 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, on May 4, 2021, on May 18, 2021, June 10, 2021, July 6, 2021, on August 3, 2021, on August 17, 2021, on September 7, 2021, October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, and on May 17, 2022, 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., Section 31-7-13(k) 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 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the 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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2022.

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 _____, 2022, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, and on May 17, 2022, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

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 _____, 2022, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE IDA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Friday, August 27, 2021, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, *et seq.*, due to an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Ida and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about August 29-30, 2021; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, *et seq.*, Sections 33-15-1, *et seq.*, Section 31-7-13(k) and Sections 21-35-19, *et seq.*, *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on September 7, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, and on May 17, 2022 acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Ida, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Ida.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2022.

MAYOR

City of Gulfport

Budget Amendment Request

Fund Name	<u>General</u>	Council Meeting Date:	<u>05/17/22</u>
Department #	<u>115</u>	Budget Amendment Number:	<u>2022-112</u>
Department Name	<u>Legislative</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Personnel Services	<u>501,884</u>	<u>-</u>	<u>-</u>	<u>501,884</u>
Supplies	<u>8,000</u>	<u>-</u>	<u>-</u>	<u>8,000</u>
Other Services	<u>937,394</u>	<u>-</u>	<u>40,000</u>	<u>977,394</u>
Capital	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>20,000</u>
Grants, Subsidies, and Allocations	<u>970,268</u>	<u>45,000</u>	<u>-</u>	<u>1,015,268</u>
Total	<u>2,437,546</u>	<u>45,000</u>	<u>40,000</u>	<u>2,522,546</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **3.49%**

SUMMARY:

As requested by the City Council, this budget amendment funds redistricting professional services.

This is being funded from unobligated cash reserves.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment. This will be published along with the prior budget amendment.

Budget Amendment 2022-112

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper 

Date: May 19, 2022

Re: Increase Line Item

The following check was issued by Connie Ladner's office Circuit Clerk of Harrison County for Restitution for drug related arrests.

Check number (49533) amount of \$370.34 (GPD cases)

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Vehicles- 277-630200	\$370.34	
County/Local Shared Revenue 275-493100		\$370.34

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.



City of Gulfport

Budget Amendment Request

Fund Name	Forfeit and Seizure	Council Meeting Date:	06/07/22
Department #		Budget Amendment Number:	2022-113
Department Name	Forfeit and Seizure		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Intergovernmental Revenues	40,000	193,416	370	233,786
Total	40,000	193,416	370	233,786
Supplies	2,500	3,261	-	5,761
Other Services	23,500	-	-	23,500
Capital	14,000	190,155	370	204,525
Total	40,000	193,416	370	233,786

Total Budget Amendments
as a percentage of the
total originally adopted budget
484.47%

SUMMARY:

These funds were issued to the City for forfeiture and restitution. The Police Department requests permission to place these funds in the above accounts.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

- X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.
- Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment. This will be published along with the prior budget amendment.

Budget Amendment 2022-113

Gulfport Police Department

Interoffice Memo

Date: May 20, 2022

To: Mayor Billy Hewes and City Council Members

From: Adam Cooper, Chief of Police

Re: Budget Amendment

The following check was received and I ask that you deposit the amount into the listed line items in the Coastal Narcotics Enforcement Team budget.

This money comes from CNET cases where restitution has to be paid from defendants.

Check Number 49602 in the amount of \$73.11

Total..... \$73.11

Revenue line item 285-492600.....\$73.11

Expense line items to be increased:

286-630100 Police Narcotics Task Force Capital **\$73.11**

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.



City of Gulfport

Budget Amendment Request

Fund Name CNET
Department # 285/286
Department Name CNET

Council Meeting Date: 06/07/22
Budget Amendment Number: 2022-114

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Intergovernmental Revenues	-	9,444	73	9,517
Total	-	9,444	73	9,517
Personnel Services				-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	-	9,444	73	9,517
Total	-	9,444	73	9,517

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **0.00%**

SUMMARY:

The above restitution funds were received for Coastal Narcotics Enforcement Team cases. The Police Department requests permission to place these funds in the above accounts.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

- ☒ **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.
- ☐ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment. No original budget was adopted so this will be published.

Budget Amendment 2022-114



**DEPARTMENT OF
FINANCE AND
ACCOUNTING**

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

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

MEMORANDUM

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

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

DATE: May 31, 2022

RE: Civil Service exam supplies

The Human Resources Department (within General Administration and Finance) is requesting a budget amendment totaling \$15,000 for civil service exams and other necessary supplies. This amendment is being funded by a surplus in Personnel Services within the Police Department budget.

Both the Finance Department and the Police Department support this budget amendment and recommends approval from Council.

Thank you in advance for your time and consideration.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	06/07/22
Department #	213 / 155	Budget Amendment Number:	2022-115
Department Name	Police / Civil Service		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
<u>Police</u>				
Personnel Services	16,305,505	(815,000)	(15,000)	15,475,505
Supplies	1,365,113	172,209	-	1,537,322
Other Services	1,981,225	-	-	1,981,225
Capital	142,000	880,125	-	1,022,125
Total	19,793,843	237,334	(15,000)	20,016,177
<u>Gen Admin and Finance</u>				
Personnel Services	2,202,332	(22,920)	-	2,179,412
Supplies	38,260	-	15,000	53,260
Other Services	572,275	265,000	-	837,275
Capital	12,775	-	-	12,775
Total	2,825,642	242,080	15,000	3,082,722

Total Budget Amendments
as a percentage of the
total originally adopted budget
1.12%

SUMMARY:

The Finance Department requests this budget amendment to fund civil service exam materials and other necessary supplies.

No exception is noted with this budget amendment.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2022-115

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 _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING THE DOCKET OF CLAIMS**

WHEREAS, following the City Council's approval of the budget, funds for the City of Gulfport are vested with the Mayor and Administration; and

WHEREAS, claims presented to the City for payment must be approved by the City Council through a Docket of Claims process; and

WHEREAS, the Administration for the City of Gulfport has prepared, certified, and submitted to the City Council a "Docket of Claims" for approval, attached hereto as Exhibit "A"; and

WHEREAS, in submitting this Docket of Claims, the Director of Finance and Accounting has certified to the Council that to the best of his knowledge and belief, all items contained within the Docket of Claims have been properly procured and appear to be within previously budgeted amounts and are lawful and appropriate for payment; and

WHEREAS, in authorizing payment for the Docket, the City Council must rely on this certification and by reliance on this certification, hereby authorizes payment to be issued to satisfy all claims found within the Docket, unless specifically excluded by the Council; and

WHEREAS, it is understood and acknowledged that heretofore, the Dockets of Claims has been presented and certified to the Governing Authority by the Comptroller, or in his absence the Finance Manager or Purchasing Agent, or their designees, upon which the City Council has relied on these certifications and by such reliance, authorized payments to satisfy claims found therein.

**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 Docket of Claims is hereby approved in the form attached hereto as Exhibit "A", except for those claims specifically excluded by the Council.

Section 3. That this Resolution shall take full force and 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 _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

**CITY OF GULFPORT
BOOK BALANCES AS OF JUNE 1, 2022**

BANK ACCOUNT NAME	BALANCE
City Depository	\$ 29,871,654.38
Group Health Insurance	541,667.69
Flexible Spending Accounts (FSAs)	116,412.11
Claims Contingency	4,807,598.57
Police Forfeiture & Seizure	361,262.80
Coastal Narcotics	102,256.22
Asset Forfeiture Clearing	144,368.45
Water & Sewer Clearing	20,919,741.93
Water & Sewer Trust	3,822,434.46
Harbor Clearing	203,249.05
Harbor Lights	1,416,999.47
American Rescue	9,906,025.45
2017 Bond Premium	5,120,299.07
MIMA Construction Bond Proceeds	46,609,941.86
TOTAL	\$ 123,943,911.51

The Above Accounts are all in Hancock Whitney Bank.

* Included in City Depository



CITY OF GULFPORT

Summary Docket Sorted By Org

Docket Date: 6/8/2022

Org Code		Total Payment
001	Funds	11.70
010	General Fund	6,879.90
030	Funds	12,000.00
111	Executive - Mayor	913.57
115	Legislative - Council	12,178.54
125	Judical - Courts	8,163.82
135	Legal - City Attorney	2,822.00
145	General Administration	37,323.12
150	Funds	90,925.10
213	Police Operating	189,889.94
214	Police Grants	38,523.76
276	Police Forfeits and Seizures	28,921.95
277	Police Forfeits and Seizures	60.00
286	Coastal Narcotics Task Force	1,464.50
290	Fire	297,940.49
311	Streets and Drainage Maintenance	19,069.98
315	Traffic Control	39,901.42
325	Engineering	120,592.77
364	Funds	77,400.51
365	Funds	19,350.13
411	Leisure Services	207,777.76
412	Funds	7,690.91
445	Joseph T Jones Memorial Park	62,239.30
511	Community Development Block Grant	23,920.00
611	Urban and Economic Development	21,578.73
701	Municipal Debt Service Fund	10,989.25
811	Water Billing	8,693.51
815	Water Operations and Maintenance	92,495.39
825	Sewer Operations and Maintenance	25,606.47
845	Harrison County Wastewater & Solid Waste Management District	521,094.00
850	Water and Sewer Projects	1,287.25
911	Employees' Group Health and Life Fund	23,338.00
915	General Liability\ Worker's Comp Fund	16,834.89
Grand Total		2,027,878.66



CITY OF GULFPORT

Summary Docket Sorted By Vendor

Docket Date: 6/8/2022

Vendor	# of Claims	Total Payment	FEMA Eligible
A T & T	4	1,650.36	
A1 BATTERY INC	1	435.00	
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING	14	4,463.90	
ADOLPH BOURDIN INC	2	2,002.00	
ALL PHASE ELECTRIC SUPPLY CO INC	2	4,589.66	
ALL SAFE TECHNOLOGIES LLC	14	960.73	
ALL SIGNS INC	6	5,531.22	
ALLISTONS	66	2,563.00	
AMANDA J BULLOCK	3	155.00	
AMBER HINTON	1	59.31	
AMERICAN GLASS SERVICES, LLC	1	281.00	
AMERICAN MUNICIPAL SERVICES	2	5,109.10	
ANDREA MORGAN	1	245.00	
ASCEND LEARNING HOLDINGS, LLC	2	2,522.81	
ASSOCIATED ADJUSTERS INC	1	15,029.86	
AT&T MOBILITY II LLC	7	13,753.36	
AUTO ZONE INC	15	1,406.74	
AUTOMATION PERSONNEL SERVICES, INC.	11	4,938.18	
AWARDS UNLIMITED	1	60.00	
B&R INDUSTRIAL SUPPLY, INC	24	684.60	
BARNEYS INC	2	1,464.50	
BAY ICE CO INC	1	170.00	
BAY MOTOR WINDING INC	1	220.00	
BAYOU CONCRETE, LLC	13	7,391.00	
BILLY KELLEY	1	65.00	
BONDS SERVICES, INC	6	8,250.00	
BP INVESTMENTS LLC	1	225.00	
BRECCAN E MCCARTHY	2	184.00	
BRIAN J LORD	1	49.00	
BRIDGE & WATSON, INC.	1	6,990.36	
BUSINESS FURNITURE SERVICES, LLC	3	4,410.00	
BXS INSURANCE, INC	5	250.00	
CABLE ONE	23	11,632.37	
CDW LLC	5	65,202.14	
CELLULAR SOUTH, INC	2	293.15	
CENTERPOINT ENERGY RESOURCES CORP	30	1,584.45	
CHANCELLOR SUPPLY, INC	2	63.62	
CHARLES BODIE	1	450.00	
CHASE A H SCOTT	2	184.00	
CINTAS CORP 240	19	1,648.91	
CINTAS CORPORATION NO 2	9	255.17	
CITY OF BILOXI	1	21,283.00	
CITY OF GULFPORT	152	27,050.65	
CIVICPLUS INC	1	1,242.00	
CLAYS PRINT SHOP INC	6	2,292.00	
COAST CHLORINATOR CO	10	2,744.00	
COAST COCA COLA BOTTLING CO A	1	336.00	
COAST ELECTRIC POWER ASSOC	54	24,946.43	
COAST PROCESS SERVERS	1	90.00	

Vendor	# of Claims	Total Payment	FEMA Eligible
COASTAL DUST CONTROL	8	134.57	
COBURN SUPPLY COMPANY INC	1	870.00	
COMMUNICATIONS INTERNATIONAL INC	17	13,733.13	
CORNETT BOLT & SCREW, INC	10	539.31	
CUBIC ITS, INC	6	37,050.00	
CURTIS PRESTWOOD JR	2	183.00	
DAVISON FUELS & OIL LLC	4	47,868.10	
DE L'EPEE DEAF CENTER INC	1	257.45	
DEEP SOUTH ART WORKS	2	285.00	
DEERE CREDIT INC	3	11,808.76	
DEMITRIUS DOUGLAS	1	75.00	
DIANA PUNZO	2	712.00	
DIBS CHEMICAL & SUPPLY CO	3	745.40	
DISCRETE WIRELESS INC	2	1,858.96	
DLT SOLUTIONS LLC	2	5,608.39	
DMS MAIL MANAGEMENT, INC.	6	2,540.42	
DOUG SINGLETARY & ASSOC	4	2,750.00	
DOWDY & DOWDY PARTNERSHIP	2	432.00	
DPC ENTERPRISES LP	9	4,599.00	
DPS CRIME LAB	3	8,050.00	
DS WATERS OF AMERICA INC	1	59.41	
DUKES DUKES KEATING & FANCA ATTY	4	1,555.03	
DUSTIN WASSMUTH	2	203.00	
EAGLE ENERGY INC.	5	4,850.76	
EAGLE SERVICES, INC.	1	147.00	
EK EMBROIDERY LLC	3	228.00	
EMERGENCY MEDICAL PRODUCTS INC	2	536.17	
EQUIFAX CREDIT INFORMATION SERVICES	2	180.14	
ERIC HILL	1	450.00	
ERIC VALLES	1	20.00	
EULA R JOSEPH	1	382.50	
EVIDENT INC	6	424.12	
F. B. RUSTY WALKER	1	2,596.16	
FASTENAL	1	155.20	
FERGUSON US HOLDINGS, INC.	8	1,851.99	
FLEETCOR TECHNOLOGIES	35	65,925.76	
FORMSTACK LLC	1	891.00	
GABRIEL MAKONNEN SHABAZZ	1	510.00	
GARRETT F RASKETT	1	69.00	
GARY E ALEXANDER	1	375.00	
GEIGER INC	5	1,873.94	
GEORGE MCRAE PATTERSON JR	1	500.00	
GIBSON MAINTENANCE, LLC	12	9,333.50	
GLEEM PAINT CENTER	1	507.45	
GLOBE MANUFACTURING LLC	3	228.40	
GOLDIN METALS, INC	26	4,144.15	
GOOD TIMES INC	4	1,146.01	
GOODYEAR CORPORATE #2728	3	6,340.00	
GREEN EQUIPMENT CORP	2	595.00	
GULF BREEZE LANDSCAPING LLC	4	23,920.00	
GULF COAST BUSINESS SUPPLY CO	40	6,290.08	
GULF SOUTH ROOFING	1	2,246.00	
GULFPORT INDUSTRIAL SUPPLY CO INC	1	498.00	
HARRISON COUNTY EMERGENCY	3	118.91	
HARRISON COUNTY SHERIFF	1	25,074.27	
HARRISON COUNTY UTILITY AUTHORITY	1	521,094.00	
HEALTHCARE INTERACTIVE, INC	1	3,938.00	
HELWICK ELECTRONICS	2	30.50	
HOBBY LOBBY STORES INC	1	131.95	

Vendor	# of Claims	Total Payment	FEMA Eligible
HOME DEPOT CREDIT SERVICE	6	488.69	
HOWARD SMITH EQUIPMENT	1	32.02	
HOWARDS PAINT & DECORATING	3	5,486.94	
HUMANE SOCIETY OF S MS INC	2	13,031.27	
HYDRA SERVICE INC	1	1,237.43	
IMPERIAL BAG & PAPER, LLC	8	157.62	
INFLECTION.COM INC	1	15.00	
INTERIOR/EXTERIOR BUILDING SUPPLY, INC	1	199.36	
INTERNATIONAL ASSOC OF FIRE CHIEFS	1	225.00	
INTERSTATE BATTERY OF SOUTH MISSISSIPPI	1	369.90	
ISAIAH MORGAN	1	262.50	
ISCO METALS & SUPPLY	2	3,400.00	
ITSAVVY LLC	13	7,321.02	
JACQUELINE LEIGH BROOME, DVM	2	3,420.00	
JASON GOUIN	3	184.00	
JOANNE MCDONALD	4	4,291.00	
JOHN TUCKER	1	330.00	
JOHNATHAN WEST	2	203.00	
JOHNSON DIESEL INC	28	12,298.67	
JONES WALKER LLP	1	2,000.00	
JOSEPH WUEST	2	121.00	
JULIUS BUCKHALTER	1	320.00	
KENS HARDWARE & MARINE SUPPLY	2	470.85	
KEYSTONE AUTOMOTIVE	1	1,291.92	
KINGS SPRINKLER SYSTEMS INC	2	4,606.00	
KWAN SOFTWARE ENGINEERING, INC.	1	10,576.00	
LAND SHAPER INC	3	45,855.50	
LAWMENS AND SHOOTERS SUPPLY INC	1	223.76	
LESLIE SLADE	1	210.00	
LILLIE MONROE	1	15,967.00	
LINKTON LOCKETT III	1	75.00	
LMR HARDWARE	1	14.98	
LOWES OF GULFPORT MS 466	20	4,933.15	
M J DONOVAN ENTERPRISES	4	1,075.66	
MANDAL CHYRSLER DODGE JEEP RAM	2	1,408.93	
MARK WOOD	2	180.00	
MATHEW ROSS	1	49.00	
MAYER ELECTRIC SUPPLY	3	1,692.76	
MCDANIELS GENERAL MERCHANDISE INC	3	214.86	
MEDICAL ANALYSIS LLC	2	19,454.84	
MICRO METHODS INC	5	652.00	
MID SOUTH UNIFORM & SUPPLY INC	5	1,854.30	
MIDAMERICA PARTS DISTRIBUTORS CORP	2	243.83	
MILLER CO INC	3	1,665.00	
MILLER ICE MACHINE CO	4	4,124.54	
MILNER RENTAL CENTER	2	1,000.00	
MISSISSIPPI VALUATIONS	4	2,900.00	
MITCHEAL CLARK	1	180.00	
MOMAR INC	1	5,324.57	
MOONSHOT RECREATION, LLC	14	3,565.29	
MS ASSOCIATION OF CHIEFS OF POLICE	1	1,400.00	
MS DEPT OF WILDLIFE FISHERIES AND PARKS	1	12.70	
MS GULF COAST COMMUNITY COLLEGE	1	28,800.00	
MS POWER COMPANY	33	223,371.50	
MS RURAL WATER ASSOC INC	1	120.00	
MUNICIPAL EMERGENCY SERVICES	4	4,089.41	
NATIONAL FIRE PROTECTION ASSOC	1	175.00	
NECAISE LOCKSMITH SERVICE INC	13	2,066.74	
NEEL SCHAFFER INC	2	96,750.64	

Vendor	# of Claims	Total Payment	FEMA Eligible
NORMA JEAN SOROE	3	964.06	
NTS MIKEDON LLC	1	23,000.38	
O REILLY AUTO PARTS	11	1,579.88	
ONE TIME VENDOR COMMUNITY CENTERS	20	2,100.00	
ONE TIME VENDOR URBAN DEVELOPMENT	1	185.00	
PARTS AND SUPPLY INC	9	2,030.83	
PAUL FOX EQUIPMENT SERVICE	1	690.00	
PB PARENT HOLDCO LP	2	840.00	
PERKINS TIRE & POLARIS, INC.	2	110.47	
RHODE ISLAND NOVELTY INC	3	1,683.60	
RINGSIDE INC	8	1,261.58	
RIVERS PSYCHOTHERAPY SERVICES PLLC	1	2,282.00	
ROCKING C TRUCK AND TRAILER	2	149.80	
RONALD SUTTON	1	515.00	
RUBBER & SPECIALTIES INC	2	568.50	
RUN N TRI COMPANY	1	1,215.00	
SAMANTHA SHERRILL	2	185.00	
SCRIBBLE SOFTWARE, INC.	1	240.00	
SEAL ELECTRICAL INC	4	81,133.14	
SETCOM CORPORATION	5	1,003.67	
SEVEN C'S MARINE, INC.	3	6,115.00	
SHEILA CASEY	1	82.66	
SHEKIBA BROWN	1	80.00	
SIJ HOLDINGS, LLC	9	272.84	
SIRCHIE ACQUISITION COMPANY, LLC	3	653.15	
SOUTH MS BUSINESS MACHINES INC	4	943.91	
SOUTHERN EXTERIORS FENCE COMPANY	5	13,145.00	\$12,000.00
SOUTHERN PIPE & SUPPLY CO	14	782.29	
SOUTHERN PRINTING & SILK SCREENING	9	7,644.60	
SOUTHERN WATERWORKS SUPPLY, INC.	2	323.20	
SPHERION STAFFING, LLC	3	1,761.50	
SPORTSENGINE	1	388.50	
STATE FIRE ACADEMY	1	1,030.00	
STEVEN LAMONICA	2	203.00	
STRUTHERS RECREATION LLC	4	3,293.46	
SUN COAST BUSINESS SUPPLY INC	50	3,315.68	
SUNBELT FIRE INC	25	70,351.95	
SWANK MOTION PICTURES INC	2	695.00	
SYMBOL ARTS LLC	3	2,950.40	
T3 MOTION, INC	3	17,240.76	
THE BEISTLE COMPANY	3	2,070.00	
THE PROPHET CORPORATION	1	285.43	
TIMOTHY ISHEE	1	49.00	
TLH ENTERPRISES	9	1,148.98	
TODD HARMAN	1	919.62	
TRIAD MARINE AND INDUSTRIAL	4	40,500.00	
TROY CARPENTER	2	180.00	
TRUSTMARK NATIONAL BANK	1	10,989.25	
TURAN-FOLEY CHEVROLET BUICK GEO	2	617.21	
TYREE A DAVIS	8	9,780.00	
ULINE, INC.	19	2,036.71	
UNDERWATER BOAT SERVICING LLC	2	2,050.00	
UNITED PARCEL SERVICE	1	109.19	
UNITED STATES CONFERENCE OF MAYORS	1	5,269.00	
VISION SERVICE PLAN INSURANCE CO	1	11.70	
VULCAN INC	7	2,158.20	
WASTE MANAGEMENT OF MS	1	1,287.25	
WASTE PRO OF MISSISSIPPI	8	914.40	
WEAVER ELECTRIC INC	9	34,960.00	

WHITE AND SONS INC	1	28,790.00
WILLIAM A DAVIS	4	556.00
WILLIAM DUBUISSON	1	49.00
WILLIAM LEHMAN	1	105.79
WILLIAMS DISTRIBUTING LLC	1	640.00
YOLANDA GALLOWAY	1	472.50

Total # of Claims	1,361	Grand Total	2,027,878.66
		FEMA Eligible	\$12,000.00



Detail Docket Sorted By Org, Object, and Project

Docket Date: 6/8/2022

CITY OF GULFPORT

001	Funds			11.70
214350	WITHHOLDING-VISION 100%EE PAID			11.70
	VISION SERVICE PLAN INSURANCE CO			
	Invoice #: 331307	P.O. #: MANUAL	527414	11.70
010	General Fund			6,879.90
422900	PERMITS-OTHER			185.00
	ONE TIME VENDOR URBAN DEVELOPMENT			
	Invoice #: 331920	P.O. #: MANUAL	528100	185.00
480700	WARRANTS FEES COLLECTED			4,594.90
	AMERICAN MUNICIPAL SERVICES			
	Invoice #: 330841	P.O. #: MANUAL	526946	4,594.90
505800	RENTS			2,100.00
41134	GASTON HEWES			100.00
	ONE TIME VENDOR COMMUNITY CENTERS			
	Invoice #: 330966	P.O. #: MANUAL	527071	100.00
41139	LYMAN COMMUNITY CENTER			700.00
	ONE TIME VENDOR COMMUNITY CENTERS			
	Invoice #: 330970	P.O. #: MANUAL	527075	200.00
	ONE TIME VENDOR COMMUNITY CENTERS			
	Invoice #: 330973	P.O. #: MANUAL	527078	100.00

ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	330975	P.O. #:	MANUAL 527080 100.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	330976	P.O. #:	MANUAL 527081 100.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	331245	P.O. #:	MANUAL 527351 100.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	331256	P.O. #:	MANUAL 527362 100.00
41140	ORANGE GROVE COMMUNITY CENTER		300.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	330969	P.O. #:	MANUAL 527074 100.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	330974	P.O. #:	MANUAL 527079 100.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	331512	P.O. #:	MANUAL 527625 100.00
41142	HANDBORO COMMUNITY CENTER		200.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	330967	P.O. #:	MANUAL 527072 100.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	330968	P.O. #:	MANUAL 527073 100.00
41143	WESTSIDE COMMUNITY CENTER		800.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	330942	P.O. #:	MANUAL 527047 100.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	330946	P.O. #:	MANUAL 527051 100.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	330949	P.O. #:	MANUAL 527054 100.00

ONE TIME VENDOR COMMUNITY CENTERS

Invoice #: 330964

P.O. #: MANUAL

527069

100.00

ONE TIME VENDOR COMMUNITY CENTERS

Invoice #: 330965

P.O. #: MANUAL

527070

100.00

ONE TIME VENDOR COMMUNITY CENTERS

Invoice #: 331223

P.O. #: MANUAL

527329

100.00

ONE TIME VENDOR COMMUNITY CENTERS

Invoice #: 331236

P.O. #: MANUAL

527342

100.00

ONE TIME VENDOR COMMUNITY CENTERS

Invoice #: 331243

P.O. #: MANUAL

527349

100.00

030 Funds**12,000.00****640100 CAP PRJ - CONSTRUCTION****12,000.00****Z8478****12,000.00**

SOUTHERN EXTERIORS FENCE COMPANY

Invoice #: 330923

P.O. #: 228114

527027

4,000.00

AS PER BID RECEIVED 38" WIDE X 21' HIGH WINGS - 2 ON EACH OF 4 FIELDS

SOUTHERN EXTERIORS FENCE COMPANY

Invoice #: 330923

P.O. #: 228114

527027

8,000.00

80' WIDE x 12' HIGHT SECTION

111 Executive - Mayor**913.57****610700 OPERATING SUPPLIES****213.92**

ALLISTONS

Invoice #: 331255

P.O. #: 228278

527361

27.99

ITEM#L510, WHITE, 3 COLOR BLUE LOGO, SIZE L, ALESIA

ALLISTONS

Invoice #: 331255

P.O. #: 228278

527361

27.99

ITEM#L510, BOYSENBERRY, WHITE LOGO, SIZE L, ALESIA

ALLISTONS

Invoice #: 331255

P.O. #: 228278

527361

27.99

ITEM#L510, LT. BLUE, 3 COLOR BULE LOGO, SIZE L, ALESIA

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	27.99
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ITEM#510, BLACK, 3 COLOR WHITE LOGO, SIZE L, ALESIA

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	29.99
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ITEM# LW808, WHITE, 3 COLOR BLUE LOGO, SIZE M, ALESIA

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	27.99
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ITEM# L612, LIGHT BLUE, 3 COLOR BLUE LOGO, SIZE S, LINDDAY

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	21.99
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ITEM# LK810, RAGATTA BLUE, 3 COLOR WHITE LOGO, SIZE S, LINDSAY

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	21.99
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ITEM# LK810, TRUE NAVY, 3 COLOR WHITE LOGO, SIZE S, LINDSAY

623700	BUSINESS RETENTION/PROMOTION	699.65
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ALLISTONS

Invoice #:	331341	P.O. #:	228224	527450	699.65
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HATS FOR THE MAYOR'S YOUTH COUNCIL

115	Legislative - Council	12,178.54
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621700	MAINTENANCE CONTRACTS	75.61
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SOUTH MS BUSINESS MACHINES INC

Invoice #:	331892	P.O. #:	MANUAL	528071	75.61
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622100	PROFESSIONAL FEES	9,248.62
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BRIDGE & WATSON, INC.

Invoice #:	330779	P.O. #:	MANUAL	526881	6,990.36
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DEEP SOUTH ART WORKS

Invoice #:	330935	P.O. #:	228042	527040	135.00
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CERTIFICATE FRAMING

DEEP SOUTH ART WORKS

Invoice #:	330935	P.O. #:	228042	527040	150.00
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CERTIFICATE REPLACEMENT X6

DE L'EPEE DEAF CENTER INC

Invoice #: 330981	P.O. #: MANUAL	527086	257.45
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ALLISTONS

Invoice #: 331253	P.O. #: 228275	527359	18.99
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SCREENPRINTING 1745 AMNETHIST 1C DISTRESSED LOGO SIZE MEDIUM BRITTANY RODGERS

ALLISTONS

Invoice #: 331253	P.O. #: 228275	527359	20.99
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SCREENPRINTING 1745 CITRIUS 1C DISTRESSED LOGO BRITTANY THOMAS SIZE 3XL

ALLISTONS

Invoice #: 331253	P.O. #: 228275	527359	28.99
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SCREENPRINTING 1566 BLUE JEAN 1C DISTRESSED LOGO BRITTANY RODGERS SIZE MEDIUM

ALLISTONS

Invoice #: 331253	P.O. #: 228275	527359	28.99
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SCREENPRINTING 1545 CLAY 1C DISTRESSED LOGO BRITTANY RODGERS SIZE LARGE

ALLISTONS

Invoice #: 331253	P.O. #: 228275	527359	31.99
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SCREENPRINTING 3901 GREY ACID WASH SIZE MEDIUM BRITTANY RODGERS

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	16.99
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ITEM# ST340, SILVER, 3 COLOR WHITE LOGO, SIZE L, TRUCK

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	16.99
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ITEM# ST340, NEON GREEN, BLACK LOGO, SIZE L, TRUCK

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	16.99
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ITEM# ST340, TRUE RED, WHITE LOGO, SIZE L, TRUCK

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	16.99
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ITEM# ST340, NEON ORANGE, WHITE LOGO, SIZE L, TRUCK

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	27.99
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ITEM# L574, DRESS NAVY BLUE, 3 COLOR WHITE LOGO, SIZE M, BRIT R

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	27.99
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ITEM # L572, RENGINE RED, WHITE LOGO, SIZE L, BRIT R

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	23.99
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ITEM# LK542, GARNET HEATHER, WHITE LOGO, SIZE L, BRIT R.

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	23.99
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ITEM# LST405, GORREST HEATHER, 3 COLOR WHITE LOGO, SIZE M, BRIT R

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	28.99
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ITEM# K573, BLACK, WHITE 3 COLOR LOGO, SIZE S, BRIT R

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	26.99
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ITEM# LST405, FORREST, 3 COLOR WHITE LOGO, SIZE 4XL, B THOMAS

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	26.99
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ITEM# LST405, BLACK, 3 COLOR WHITE, SIZE 4XL, B THOMAS

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	26.99
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ITEM# LST405, POND BLUE HEATHER, 3 COLOR WHITE, SIZE 4XL, B THOMAS

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	30.99
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ITEM# L574, DRESS BLUE NAVY, 3 COLOR WHITE, SIZE 4XL, B THOMAS

ALLISTONS

Invoice #: 331255	P.O. #: 228278	527361	30.99
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ITEM# L572, AUTUMN ORANGE, WHITE LOGO, SIZE 4XL, B THOMAS

CIVICPLUS INC

Invoice #: 331802	P.O. #: MANUAL	527914	1,242.00
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626001	TELEPHONE	258.15
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CELLULAR SOUTH, INC

Invoice #: 331248	P.O. #: MANUAL	527354	258.15
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626900	TRAVEL	2,596.16
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F. B. RUSTY WALKER

Invoice #: 330885	P.O. #: MANUAL	526989	2,596.16
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125	Judicial - Courts	8,163.82
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620900	CONTRACTUAL FEES	1,981.02
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HARRISON COUNTY EMERGENCY

Invoice #: 330864

P.O. #: MANUAL

526969

31.02

BONDS SERVICES, INC

Invoice #: 331438

P.O. #: 228510

527550

1,950.00

JANITORIAL SERVICES FOR MAY

626002 ELECTRIC**5,918.79**

MS POWER COMPANY

Invoice #: 330913

P.O. #: MANUAL

527017

5,918.79

626003 WATER**264.01**

CITY OF GULFPORT

Invoice #: 330798

P.O. #: MANUAL

526901

11.31

CITY OF GULFPORT

Invoice #: 330799

P.O. #: MANUAL

526902

252.70

135 Legal - City Attorney**2,822.00****620900 CONTRACTUAL FEES****2,732.00**

RIVERS PSYCHOTHERAPY SERVICES PLLC

Invoice #: 330989

P.O. #: 228440

527094

2,282.00

AS PER CITY COUNCIL APPROVAL ON 9/22/21; PROFESSIONAL SVCS. AGREEMENT TO SERVE
AS VICTIMS ADVOCATE FOR VOCA GRANT. TERM OF SERVICE 10/1/21 - 9/30/22. FOR THE
MONTH OF SVC OF MAY 2022.

CHARLES BODIE

Invoice #: 331871

P.O. #: 225701

528048

450.00

AS PER CITY COUNCIL APPROVAL ON 09/09/20 PROFESSIONAL SERVICES TO REVIEW AND
REDACT VIDEO EVIDENCE AND OTHER LEGAL AND PROSECUTORIAL SERVICES. NTE
\$25,000.00/YEAR

621300 LEGAL FEES**90.00**

COAST PROCESS SERVERS

Invoice #: 330978

P.O. #: MANUAL

527083

90.00

145 General Administration**37,323.12****610400 OFFICE SUPPLIES****662.39**

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330757 P.O. #: 225441 526858 2.84

ITEM#ACM41218 WESTCOTT PREFERRED LINE STAINLESS STEEL SCISSORS 8" LONG, 3.5"
CUT LENGTH, BLUE STRAIGHT HANDLE

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330757 P.O. #: 225441 526858 3.97

ITEM#MMMD5330BK POST IT POP UP NOTES CLEAR TOP POP UP NOTE DISPENSER 3 X 3
SUPER STICKY CANARY NOTES, BLACK

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330758 P.O. #: 225441 526859 3.97

ITEM#ACM41218 WESTCOTT PREFERRED LINE STAINLESS STEEL SCISSORS 8" LONG, 3.5"
CUT LENGTH, BLUE STRAIGHT HANDLE

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330758 P.O. #: 225441 526859 5.56

ITEM#MMMD5330BK POST IT POP UP NOTES CLEAR TOP POP UP NOTE DISPENSER 3 X 3
SUPER STICKY CANARY NOTES, BLACK

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330823 P.O. #: 227934 526926 13.01

WRITING PADS 8.5X11 12/PK

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330823 P.O. #: 227934 526926 5.87

WRITING PADS 5X8 12/PK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 330862 P.O. #: 228339 526967 279.66

SKILCRAFT TWO-SIDED PRINTING XEROGRAPHIC PAPER-LETTER- 81/2-X 11 - 20LB BASIS
WEIGHT - 5000/BOX

GULF COAST BUSINESS SUPPLY CO

Invoice #: 330862 P.O. #: 228339 526967 60.11

BOUTIQUE WHITE FACIAL TISSUE FOR BUSINESS, POP-UP BOX, 2-PLY, 95 SHEETS/BOX, 36
BOXES/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 330862 P.O. #: 228339 526967 28.40

SMEAD 1/3 TAB CUT LETTER RECYCLED TOP TAB FILE FOLDER - 8 1/2- X 11-3/4 EXPANSION
TOP TAB LOCATION ASSORTED POSITION TAB POSITION BLUE, GREE

GULF COAST BUSINESS SUPPLY CO

Invoice #: 330862 P.O. #: 228339 526967 24.51

M325 WIRELESS MOUSE, 2.4 GHZ FREQUENCY/30FT WIRELESS RANGE, LEFT/RIGHT HADN
USE, RED

GULF COAST BUSINESS SUPPLY CO

Invoice #: 330862 P.O. #: 228339 526967 15.22

PILOT PERCISE V5 EXTRA-FINE PREMIUM CAPPED ROLLING BALL PENS EXTRA FINE PEN
POINT 0.5MM PEN POINT SIZE BLUE PLASTIC BARREL 1 DOZEN

GULF COAST BUSINESS SUPPLY CO

Invoice #: 330862 P.O. #: 228339 526967 35.89

ESSENTIALS KITCHEN ROLL PAPER TOWELS 2-PLY 11X10.2, 40 SHEETS, ROLL 30
ROLLS/CARTON

IMPERIAL BAG & PAPER, LLC

Invoice #: 330941 P.O. #: 228298 527046 15.33

TORK UNIV HAND ROLL TOWEL (SC) 8X350 NATURAL 1 2RLS/CASE(54)

IMPERIAL BAG & PAPER, LLC

Invoice #: 330941 P.O. #: 228298 527046 31.90

EC385812K 38X58 1.2MIL BLACK CAN LINER PITT 100/CS (9/99)

IMPERIAL BAG & PAPER, LLC

Invoice #: 330990 P.O. #: 228298 527095 23.91

TORK JUMBO JRT TISSUE 9"(SC) 2PLY 3.6X1000' 12RLS/CASE(65)

ITSAVVY LLC

Invoice #: 331875 P.O. #: 228115 528052 112.24

CE412A HP YELLOW TONER

610700 OPERATING SUPPLIES 369.70

GULF COAST BUSINESS SUPPLY CO

Invoice #: 330862 P.O. #: 228339 526967 209.70

PH 58X, CF258X HIGH YEILD BLACK ORIGINAL LASERJET TONER CARTRIDGE

GULF COAST BUSINESS SUPPLY CO

Invoice #: 330862 P.O. #: 228339 526967 19.18

PRECISE V5 ROLLER BALL PEN STICK FINE 0.5MM ASSORTED INK AND BARREL COLORS

GULF COAST BUSINESS SUPPLY CO

Invoice #: 330862 P.O. #: 228339 526967 140.82

Anti-Fatigue MAT - FLORR CARPE 30X20 BLACK

612500 UNIFORMS 978.69

ALLISTONS

Invoice #: 331253 P.O. #: 228275 527359 31.99

SCREENPRINTING 3901 GREY ACID WASH KAREN SIZE XLARGE

ALLISTONS

Invoice #: 331253 P.O. #: 228275 527359 31.99

SCREENPRINTING 3901 GREY ACID WASH EBONY SIZE XLARGE

ALLISTONS

Invoice #: 331253 P.O. #: 228275 527359 31.99

SCREENPRINTING 3901 GREY ACID WASH SHEENA SIZE EXTRA LARGE

ALLISTONS

Invoice #: 331253 P.O. #: 228275 527359 31.99

SCREENPRINTING 3901 GREY ACID WASH SIZE LARGE RASHIDA

ALLISTONS

Invoice #: 331253 P.O. #: 228275 527359 33.99

SCREENPRINTING 3901 GREY ACID WASH SIZE 2XL JESSICA

ALLISTONS

Invoice #:	331253	P.O. #:	228275	527359	18.99
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SCREENPRINTING 3650 RED ACID WASH SIZE MEDIUM BRITNEY

ALLISTONS

Invoice #:	331253	P.O. #:	228275	527359	18.99
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SCREENPRINTING 3650 RED ACID WASH SIZE LARGE OLIVIA

ALLISTONS

Invoice #:	331253	P.O. #:	228275	527359	31.99
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SCREENPRINTING 3901 NAVY SIZE XLG TINA

ALLISTONS

Invoice #:	331253	P.O. #:	228275	527359	18.99
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SCREENPRINTING 1745 CLAY SIZE LARGE

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	25.99
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ITEM#L500, BLACK, 3 COLOR WHITE LOGO, SIZE L, RASHIDA

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	25.99
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ITEM#500, ROYAL, 3 COLOR WHITE LOGO, SIZE L, RASHIDA

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	28.99
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ITEM# 11471, MELON, WHITE LOGO, SIZE L, OLIVIA

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	28.99
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ITEM# 11471, GRAPE, 3 COLOR WHITE LOGO, SIZE L, OLIVIA

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	28.99
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ITEM# 11471, TURQUOISE, 3 COLOR WHITE LOGO, SIZE L, OLIVA

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	28.99
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ITEM# 11471, CARBON, 3 COLOR WHITE LOGO, SIZE L, OLIVA

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	28.99
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ITEM# 11471, MELON, 3 COLOR WHITE LOGO, SIZE L, BRITNEY

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	28.99
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ITEM# 11471, NAVY, WHITE LOGO, SIZE L, BRITNEY

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	28.99
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ITEM# 11471, CHARITY PINK, 3 COLOR WHITE LOGO, SIZE L, BRITNEY

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	42.99
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ITEM# NKDC1963, UNIVERSITY RED, WHITE LOGO, SIZE 4XL, TODD

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	42.99
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ITEM# NKDC1963, BLACK, 3 COLOR WHITE LOGO, SIZE 4XL, TODD

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	42.99
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ITEM# NKDC1963, VALOR BLUE, 3 COLOR WHITE LOGO, SIZE 4XL, TODD

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	42.99
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ITEM# NKDC1963, ANTHRACITE, 3 COLOR WHITE LOGO, SIZE 4XL, TODD

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	42.99
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ITEM# NKDC1963, GAME ROYAL, 3 COLOR WHITE LOGO, SIZE 4XL, TODD

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	39.99
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ITEM# 05412, SPECTRUM SPIRAL DYE, 3 COLOR ROYAL LOGO, SIZE LX, EBONY

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	39.99
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ITEM# 34838, VINTAGE HEATHER/VINTAGE ORGANGE, 3C BLACK LOGO, SIZE LX, EBONY

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	39.99
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ITEM# 05412, BLACK, 3 COLOR WHITE LOGO, SIZE XL, EBONY

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	41.99
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ITEM# 23576, BLACK, 3 COLOR WHITE LOGO, SIZE L, BRITNEY

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	17.99
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ITEM# LPC450V, WHITE, 3C BLUE LOGO, SIZE 2XL, EBONY

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	17.99
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ITEM# LPC450V, JET BLACK, 3 COLOR WHITE LOGO, SIZE 2XL, EBONY

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	29.99
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ITEM# ST650, TRUE ROYAL, 3 COLOR WHITE LOGO, SIZE 2XL, EBONY

ALLISTONS

Invoice #:	331255	P.O. #:	228278	527361	29.99
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ITEM# ST650, GOLD, 3C WHITE LOGO, SIZE 2XL, EBONY

614000	GASOLINE, OIL, GREASE	83.65
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FLEETCOR TECHNOLOGIES

Invoice #:	331576	P.O. #:	MANUAL	527689	83.65
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620900	CONTRACTUAL FEES	13,728.95
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INFLECTION.COM INC

Invoice #:	330775	P.O. #:	MANUAL	526877	15.00
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SPORTSENGINE

Invoice #:	330777	P.O. #:	MANUAL	526879	388.50
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HARRISON COUNTY EMERGENCY

Invoice #:	330864	P.O. #:	MANUAL	526969	15.51
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MISSISSIPPI VALUATIONS

Invoice #:	331302	P.O. #:	227997	527409	675.86
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SALE OF 34TH AVE PROPERTY

MISSISSIPPI VALUATIONS

Invoice #:	331302	P.O. #:	227997	527409	724.14
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SALE OF 30TH AVE PROPERTY

MISSISSIPPI VALUATIONS

Invoice #:	331303	P.O. #:	227997	527410	724.14
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SALE OF 34TH AVE PROPERTY

MISSISSIPPI VALUATIONS

Invoice #:	331303	P.O. #:	227997	527410	775.86
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SALE OF 30TH AVE PROPERTY

DOUG SINGLETARY & ASSOC

Invoice #:	331305	P.O. #:	227999	527412	818.18
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SALE OF 34TH AVE PROPERTY

DOUG SINGLETARY & ASSOC

Invoice #:	331305	P.O. #:	227999	527412	681.82
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SALE OF 30TH AVE PROPERTY

DOUG SINGLETARY & ASSOC

Invoice #:	331306	P.O. #:	227999	527413	681.82
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SALE OF 34TH AVE PROPERTY

DOUG SINGLETARY & ASSOC

Invoice #:	331306	P.O. #:	227999	527413	568.18
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SALE OF 30TH AVE PROPERTY

AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	331338	P.O. #:	MANUAL
		527447	558.42
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	331338	P.O. #:	MANUAL
		527447	738.40
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	331338	P.O. #:	MANUAL
		527447	17.72
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	331338	P.O. #:	MANUAL
		527447	227.20
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	331338	P.O. #:	MANUAL
		527447	761.48
BONDS SERVICES, INC			
Invoice #:	331438	P.O. #:	228510
		527550	1,850.00
JANITORIAL SERVICES FOR MAY			
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	331479	P.O. #:	MANUAL
		527591	692.25
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	331479	P.O. #:	MANUAL
		527591	738.40
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	331479	P.O. #:	MANUAL
		527591	56.77
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	331479	P.O. #:	MANUAL
		527591	287.55
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	331479	P.O. #:	MANUAL
		527591	852.00
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	331479	P.O. #:	MANUAL
		527591	7.99
CABLE ONE			
Invoice #:	331790	P.O. #:	MANUAL
		527943	313.11

ALL SAFE TECHNOLOGIES LLC				
Invoice #:	331849	P.O. #:	MANUAL	
		528025	210.00	
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	331850	P.O. #:	MANUAL	
		528026	103.90	
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	331852	P.O. #:	MANUAL	
		528028	104.90	
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	331854	P.O. #:	MANUAL	
		528030	34.95	
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	331855	P.O. #:	MANUAL	
		528031	34.95	
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	331859	P.O. #:	MANUAL	
		528035	69.95	
621900	MEMBERSHIP DUES AND SUBSCRIPT			5,269.00
UNITED STATES CONFERENCE OF MAYORS				
Invoice #:	330914	P.O. #:	MANUAL	
		527018	5,269.00	
625700	POSTAGE			37.03
DMS MAIL MANAGEMENT, INC.				
Invoice #:	330796	P.O. #:	228348	
		526899	37.03	
APRIL DMS POSTAGE CHARGES				
626001	TELEPHONE			1,350.00
CABLE ONE				
Invoice #:	331371	P.O. #:	MANUAL	
		527483	1,350.00	
626002	ELECTRIC			6,116.69
MS POWER COMPANY				
Invoice #:	331803	P.O. #:	MANUAL	
		527915	92.69	

MS POWER COMPANY				
Invoice #:	331825	P.O. #:	MANUAL	528002
				2,341.07
MS POWER COMPANY				
Invoice #:	331831	P.O. #:	MANUAL	528008
				324.74
MS POWER COMPANY				
Invoice #:	331834	P.O. #:	MANUAL	528011
				3,358.19
626003	WATER			1,268.38
CITY OF GULFPORT				
Invoice #:	331649	P.O. #:	MANUAL	527762
				162.20
CITY OF GULFPORT				
Invoice #:	331650	P.O. #:	MANUAL	527763
				162.20
CITY OF GULFPORT				
Invoice #:	331671	P.O. #:	MANUAL	527784
				110.46
CITY OF GULFPORT				
Invoice #:	331672	P.O. #:	MANUAL	527785
				502.28
CITY OF GULFPORT				
Invoice #:	331694	P.O. #:	MANUAL	527807
				11.30
CITY OF GULFPORT				
Invoice #:	331695	P.O. #:	MANUAL	527808
				162.20
CITY OF GULFPORT				
Invoice #:	331697	P.O. #:	MANUAL	527810
				110.46
CITY OF GULFPORT				
Invoice #:	331699	P.O. #:	MANUAL	527812
				23.64
CITY OF GULFPORT				
Invoice #:	331704	P.O. #:	MANUAL	527817
				23.64

626004	GAS	48.67
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	331376	P.O. #:	MANUAL	527488	17.24
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	331933	P.O. #:	MANUAL	528113	31.43
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626100	ADVERTISING	138.96
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SIJ HOLDINGS, LLC

Invoice #:	331480	P.O. #:	225332	527592	19.68
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LEGAL ADVERTISEMENTS FOR FY 2022

SIJ HOLDINGS, LLC

Invoice #:	331481	P.O. #:	225332	527593	20.28
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LEGAL ADVERTISEMENTS FOR FY 2022

SIJ HOLDINGS, LLC

Invoice #:	331483	P.O. #:	225332	527595	19.92
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LEGAL ADVERTISEMENTS FOR FY 2022

SIJ HOLDINGS, LLC

Invoice #:	331484	P.O. #:	225332	527596	19.68
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LEGAL ADVERTISEMENTS FOR FY 2022

SIJ HOLDINGS, LLC

Invoice #:	331485	P.O. #:	225332	527597	19.92
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LEGAL ADVERTISEMENTS FOR FY 2022

SIJ HOLDINGS, LLC

Invoice #:	331486	P.O. #:	225332	527599	19.80
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LEGAL ADVERTISEMENTS FOR FY 2022

SIJ HOLDINGS, LLC

Invoice #:	331488	P.O. #:	225332	527600	19.68
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LEGAL ADVERTISEMENTS FOR FY 2022

626500	PRINTING AND BINDING	96.00
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CLAYS PRINT SHOP INC

Invoice #:	331937	P.O. #:	228277	528117	48.00
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BUSINESS CARDS FOR ALESIA HAYNES, COMMUNITY RELATIONS SUPERVISOR AND
LINDSEY MITCHELL, DIGITAL CONTENT SPECIALIST

CLAYS PRINT SHOP INC

Invoice #:	331938	P.O. #:	228277	528118	48.00
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BUSINESS CARDS FOR ALESIA HAYNES, COMMUNITY RELATIONS SUPERVISOR AND
LINDSEY MITCHELL, DIGITAL CONTENT SPECIALIST

626900	TRAVEL	1,352.38
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AMBER HINTON

Invoice #: 331320	P.O. #: MANUAL	527429	59.31
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SHEILA CASEY

Invoice #: 331336	P.O. #: MANUAL	527445	82.66
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WILLIAM LEHMAN

Invoice #: 331337	P.O. #: MANUAL	527446	105.79
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SAMANTHA SHERRILL

Invoice #: 331377	P.O. #: MANUAL	527489	105.00
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SAMANTHA SHERRILL

Invoice #: 331377	P.O. #: MANUAL	527489	80.00
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TODD HARMAN

Invoice #: 331487	P.O. #: MANUAL	527598	919.62
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627900	MISC SERVICES AND CHARGES	5,648.79
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BUSINESS FURNITURE SERVICES, LLC

Invoice #: 330960	P.O. #: 226477	527065	3,600.00
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FURNITURE MOVING SERVICES TO MOVE FURNITURE TO AND FROM VARIOUS CITY BUILDINGS. NOT TO EXCEED \$3,6000.00

ALLISTONS

Invoice #: 331253	P.O. #: 228275	527359	31.99
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SCREEN PRINTING 3901 GREY ACID WASH 1C DISTRESSED LOGO SIZE MEDIUM FOR LORIE

CITY OF GULFPORT

Invoice #: 331839	P.O. #: MANUAL	527993	5.60
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CITY OF GULFPORT

Invoice #: 331840	P.O. #: MANUAL	527994	5.60
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CITY OF GULFPORT

Invoice #: 331837	P.O. #: MANUAL	528014	5.60
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JONES WALKER LLP

Invoice #: 331889	P.O. #: 227434	528066	2,000.00
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AS PER COUNCIL APPROVED ON 02/08/2022 12 MONTH SERVICE AGREEMENT FOR GOVERNMENTAL RELATIONS, ADVOCACY, AND MONITORING SERVICES.

630400	COMPUTER EQUIPMENT	173.84
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ITSAVVY LLC

Invoice #:	330892	P.O. #:	227210	526996	85.36
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PLUGABLE USBC-HDMI-CABLE MFG PART# USBC-HDMI-CABLE

ITSAVVY LLC

Invoice #:	330892	P.O. #:	227210	526996	88.48
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UAG RUGGED CASE FOR MICROSOFT SURFACE LAPTOP 4/3 MFG PART# 333253114343

150	Funds	90,925.10
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610100	CLEANING AND JANITORIAL	477.40
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COASTAL DUST CONTROL

Invoice #:	330815	P.O. #:	MANUAL	526918	13.10
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COASTAL DUST CONTROL

Invoice #:	331286	P.O. #:	MANUAL	527392	13.10
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COASTAL DUST CONTROL

Invoice #:	331287	P.O. #:	MANUAL	527393	13.10
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BONDS SERVICES, INC

Invoice #:	331438	P.O. #:	228510	527550	425.00
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JANITORIAL SERVICES FOR MAY

COASTAL DUST CONTROL

Invoice #:	331870	P.O. #:	MANUAL	528047	13.10
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610400	OFFICE SUPPLIES	1,299.26
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CDW LLC

Invoice #:	330788	P.O. #:	227993	526891	234.00
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PROLINE SAS INTERNAL CABLE 1.6' PART# PRO-SFF8087-8087-50CM

SUN COAST BUSINESS SUPPLY INC

Invoice #:	330852	P.O. #:	228285	526957	20.23
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COL-BR2424L TRASH CAN LINERS

SUN COAST BUSINESS SUPPLY INC

Invoice #:	330971	P.O. #:	228395	527076	13.04
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WINDEX PUMP SPRAY

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330971	P.O. #: 228395	527076	22.80
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42"150 BOND PAPER ROLL FOR PLOTTER

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330971	P.O. #: 228395	527076	4.59
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PACK OF STICK-IT POSTED NOTES

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330971	P.O. #: 228395	527076	29.76
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11X17 WHITE 500 REAM OF PAPER

LOWES OF GULFPORT MS 466

Invoice #: 330993	P.O. #: 228436	527098	91.01
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POWER CORDS/NETWORK CONNECTORS/NETWORK BOXES/ETC

ITSAVVY LLC

Invoice #: 331260	P.O. #: 228364	527366	89.47
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695507-003 HP 3TB 7.2K HARD DRIVE FOR BACKUP SERVER

LOWES OF GULFPORT MS 466

Invoice #: 331349	P.O. #: 228436	527458	147.10
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POWER CORDS/NETWORK CONNECTORS/NETWORK BOXES/ETC

LOWES OF GULFPORT MS 466

Invoice #: 331367	P.O. #: 228436	527479	47.47
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POWER CORDS/NETWORK CONNECTORS/NETWORK BOXES/ETC

ALL SIGNS INC

Invoice #: 331777	P.O. #: 228394	527890	169.08
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CUT VINYL 34X47 SINGLE SIDED SUSTON CUT VINYL

ALL SIGNS INC

Invoice #: 331777	P.O. #: 228394	527890	70.66
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DIGITAL PRINTS CITY LOGO

ALL SIGNS INC

Invoice #: 331777	P.O. #: 228394	527890	150.00
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INSTALLATION SERVICE AT JONES BUILDING 2ND FLOOR

IMPERIAL BAG & PAPER, LLC

Invoice #: 331807	P.O. #: 228354	527919	15.33
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BROWN ROLL TOWEL CASE

BUSINESS FURNITURE SERVICES, LLC

Invoice #: 331876	P.O. #: 228300	528053	194.72
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OFFICE FURNITURE LAMINET STORAGE CABINET 35.5"W X 22"D X 37"H

610700	OPER SUPPLIES/NONCAPITAL EQUIP
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848.24

ITSAVVY LLC

Invoice #: 330789

P.O. #: 228281

526892

232.96

YUBICO YUBIKEY 5 NFC FIBS PART 506040846420229

BUSINESS FURNITURE SERVICES, LLC

Invoice #: 331876

P.O. #: 228300

528053

615.28

OFFICE FURNITURE LAMINET STORAGE CABINET 35.5"W X 22"D X 37"H

621700 MAINTENANCE CONTRACTS

17,075.39

FORMSTACK LLC

Invoice #: 330888

P.O. #: 228392

526992

891.00

FORMSTACK MAINTENANCE
MAY 14 2022 THROUGH MAY 13 2023

DLT SOLUTIONS LLC

Invoice #: 331304

P.O. #: 228438

527411

678.15

AUTOCAD ANNUAL SUBSCRIPTION RENEWAL
APPROVED BY COUNCIL 01/08/2002

DLT SOLUTIONS LLC

Invoice #: 331304

P.O. #: 228438

527411

4,930.24

AUTOCAD ARITECTURE ENG ANNUAL SUBSCRIPTION

KWAN SOFTWARE ENGINEERING, INC.

Invoice #: 331778

P.O. #: 228447

527891

10,576.00

VERIPIC 1 YEAR MAINTENANCE AGREEMENT 08/01/2022- 07/31/2023 COUNCIL APPROVED
06-03-09

626004 GAS

38.48

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 331928

P.O. #: MANUAL

528108

38.48

630400 COMPUTER EQUIPMENT

71,186.33

ITSAVVY LLC

Invoice #: 330746

P.O. #: 228299

526847

860.17

HP PRO DECK 400 G7 8GB RAM 512 SSD PART# 25T87UT#ABA

ITSAVVY LLC

Invoice #: 330746

P.O. #: 228299

526847

313.53

SCANNER CANON IMAGEFORMULA DR-C225 II PART# 3258C002AA

CDW LLC

Invoice #: 330889

P.O. #: 228193

526993

10,330.20

LINES 2-4 AS PER MS STATE CONTRACT ADSP016-130652 BARRACUDE ENERGIZE UPDATES -
SUBSCRIPTION LICENSE MFG PART# BMA850A-E MS NVP SOFTWARE

CDW LLC

Invoice #: 330889

P.O. #: 228193

526993

8,432.88

BARRACUDA INSTANT REPLACEMENT SERVICE MFG PART# BMA850A-H MS NVP SOFTWARE
(ADSP016-130652)

CDW LLC			
Invoice #:	330889	P.O. #:	228193
			526993
			8,432.88
BARRACUDA PREMIUM SUPPORT AGREEMENT MFG PART# BMA850A-P MS NVP SOFTWARE (ADSP016-130652)			
CDW LLC			
Invoice #:	330890	P.O. #:	228193
			526994
			37,772.18
LINE 1 AS PER BIDS RECEIVED 4/29/22 (SEE ATTACHED),BARRACUDE MESSAGE ARCHIVER 850 EMAIL ARCHIVING APPLIANCE			
ITSAVVY LLC			
Invoice #:	330891	P.O. #:	228299
			526995
			34.77
RAM CRUCIAL DDR4 8GB PART# CT8G4DFRA32A			
ITSAVVY LLC			
Invoice #:	331247	P.O. #:	228399
			527353
			552.10
SONICWALL TZ270 PART 02-SSC-6447 SECURITY APPLIANCE			
ITSAVVY LLC			
Invoice #:	331247	P.O. #:	228399
			527353
			136.28
SONICWALL RACK MOUNTKIT PART 02-SSC-3113			
ITSAVVY LLC			
Invoice #:	331332	P.O. #:	227680
			527441
			4,304.80
PER BIDS RECEIVED ON 03/16/2022 P24849-B21 HPE PROLIANT DL380 GEN 10 FILE SERVER 32GBRAM 900 GB HOT SWAP LIGHTS-OUT ADVANCE LICENSE			
ITSAVVY LLC			
Invoice #:	331559	P.O. #:	228299
			527672
			16.54
TRIPP LITE POWER STRIP 10' PART# PS410			

213	Police Operating	189,889.94
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610100	CLEANING AND JANITORIAL	68.31
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COASTAL DUST CONTROL			
Invoice #:	330871	P.O. #:	MANUAL
			526976
			22.77

COASTAL DUST CONTROL			
Invoice #:	331326	P.O. #:	MANUAL
			527435
			22.77

COASTAL DUST CONTROL			
Invoice #:	331878	P.O. #:	MANUAL
			528055
			22.77

610400	OFFICE SUPPLIES	644.68
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SUN COAST BUSINESS SUPPLY INC			
Invoice #:	331325	P.O. #:	221374
			527434
			95.96

NOTARY SEAL STAMPS, ITEM#TRODAT46040

SUN COAST BUSINESS SUPPLY INC

Invoice #: 331405 P.O. #: 228370 527517 20.57

ITEM# BVCMC070014231 / MASTERVISION VALUE CORK BULLETIN BOARD WITH OAK
FRAME 24X36 NATURAL (QUOTE 05/11/22)

SUN COAST BUSINESS SUPPLY INC

Invoice #: 331405 P.O. #: 228370 527517 14.28

ITEM# UNV40114 / UNIVERSAL SELF-ADHESIVE REMOVABLE COLOR CODING LABELS, .75,
YELLOW

SUN COAST BUSINESS SUPPLY INC

Invoice #: 331405 P.O. #: 228370 527517 433.15

ITEM# QRTG7248B / QUARTET INFINITY BLACK GLASS MAGNETIC MARKER BOARD, 72X48

SUN COAST BUSINESS SUPPLY INC

Invoice #: 331405 P.O. #: 228370 527517 10.66

ITEM# FAO22410 / FIRST AID ONLY REFILL FOR SMART COMPLIANCE GENERAL BUSINESS
CABINET, SPLINTER OUT, STERILE, 10/BOX

SUN COAST BUSINESS SUPPLY INC

Invoice #: 331405 P.O. #: 228370 527517 70.06

ITEM# FAO90615 / FIRST AID ONLY 25 PERSON ANSI A+ FIRST AID KIT REFILL, 141 PIECES

610700 OPERATING SUPPLIES 3,929.19

JACQUELINE LEIGH BROOME, DVM

Invoice #: 330881 P.O. #: 226500 526985 1,783.00

BLANKET PO FOR VETERINARY VISITS FOR CHECK UP, DOG FOOD AND VITAMINS FOR
GULFPORT POLICE K-9'S

JACQUELINE LEIGH BROOME, DVM

Invoice #: 330882 P.O. #: 226500 526986 1,637.00

BLANKET PO FOR VETERINARY VISITS FOR CHECK UP, DOG FOOD AND VITAMINS FOR
GULFPORT POLICE K-9'S

THE PROPHET CORPORATION

Invoice #: 330915 P.O. #: 227682 527019 285.43

ITEM# 67-017 / ASSESSPRO REP- ADDITION PUSH-UP TESTER - INDIVIDUAL, BLUE

LAWMENS AND SHOOTERS SUPPLY INC

Invoice #: 331327 P.O. #: 226789 527436 223.76

BLANKET PO FOR CUSTOM BADGES / SILVER FOR PATROL AND 2-TONE (GOLD AND SILVER)
FOR RANK

611000 BLDG MATERIALS AND SUPPLIES 770.38

LOWES OF GULFPORT MS 466

Invoice #: 330917 P.O. #: 225336 527021 9.40

BLANKET PO FOR SUPPLIES FOR POLICE BUILDING

HOME DEPOT CREDIT SERVICE

Invoice #: 331198 P.O. #: 224862 527303 39.21

BLANKET PO FOR VEHICLE MAINTENANCE AT 8TH AVE

LOWES OF GULFPORT MS 466

Invoice #: 331399 P.O. #: 225336 527511 426.55

BLANKET PO FOR SUPPLIES FOR POLICE BUILDING

HOME DEPOT CREDIT SERVICE

Invoice #: 331513 P.O. #: 224862 527626 163.49

BLANKET PO FOR VEHICLE MAINTENANCE AT 8TH AVE

LOWES OF GULFPORT MS 466

Invoice #: 331550 P.O. #: 225336 527663 74.52

BLANKET PO FOR SUPPLIES FOR POLICE BUILDING

CHANCELLOR SUPPLY, INC

Invoice #: 331798 P.O. #: 228458 527910 23.97

BLANKET PURCHASE ORDER FOR MISCELLANEOUS PARTS AND LIGHTING SUPPLIES FOR THE MUNICIPAL COMPLEX

LOWES OF GULFPORT MS 466

Invoice #: 331882 P.O. #: 225336 528059 33.24

BLANKET PO FOR SUPPLIES FOR POLICE BUILDING

611300 MOTOR VEHICLE REPAIRS 25,427.02

AUTO ZONE INC

Invoice #: 330832 P.O. #: 226884 526937 63.83

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 330833 P.O. #: 226884 526938 31.29

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 330835 P.O. #: 226884 526940 61.63

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 330836 P.O. #: 226884 526941 87.58

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 330837 P.O. #: 226884 526942 206.93

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 330838 P.O. #: 226884 526943 29.51

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

KEYSTONE AUTOMOTIVE

Invoice #: 330839 P.O. #: 225487 526944 1,291.92

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

LOWES OF GULFPORT MS 466

Invoice #: 330840	P.O. #: 220599	526945	247.25
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BLANKET P.O. FOR SUPPLIES FOR POLICE BUILDING

MIDAMERICA PARTS DISTRIBUTORS CORP

Invoice #: 330842	P.O. #: 225342	526947	133.44
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

M J DONOVAN ENTERPRISES

Invoice #: 330843	P.O. #: 227376	526948	425.00
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BLANKET PURCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES

M J DONOVAN ENTERPRISES

Invoice #: 330844	P.O. #: 227376	526949	185.00
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BLANKET PURCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES

O REILLY AUTO PARTS

Invoice #: 330845	P.O. #: 228000	526950	276.74
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

O REILLY AUTO PARTS

Invoice #: 330846	P.O. #: 228000	526951	73.92
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

PARTS AND SUPPLY INC

Invoice #: 330847	P.O. #: 226885	526952	98.43
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BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 330848	P.O. #: 226885	526953	159.46
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BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 330849	P.O. #: 226885	526954	96.48
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BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 330850	P.O. #: 228228	526955	235.00
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BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 330850	P.O. #: 228228	526955	-19.29
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PAUL FOX EQUIPMENT SERVICE

Invoice #: 330851	P.O. #: 228146	526956	690.00
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VEHICLE LIFT ANNUAL INSPECTION 2022, AUTO LIFT BLUE STANDARDS, LIFTING IT RIGHT,
LIFTING POINTS, SAFETY TIPS AND SERVICE CALL**TLH ENTERPRISES**

Invoice #: 330853	P.O. #: 226858	526958	159.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

TLH ENTERPRISES

Invoice #: 330855	P.O. #:	526960	-159.00
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TLH ENTERPRISES

Invoice #: 330856	P.O. #: 226858	526961	139.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

TLH ENTERPRISES

Invoice #: 330857	P.O. #:	526962	-102.00
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TLH ENTERPRISES

Invoice #: 330859	P.O. #: 226858	526964	393.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

AUTO ZONE INC

Invoice #: 331194	P.O. #: 226884	527299	11.96
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 331195	P.O. #: 228227	527300	55.99
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 331196	P.O. #: 228227	527301	174.29
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331197	P.O. #: 228121	527302	441.60
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BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

HOME DEPOT CREDIT SERVICE

Invoice #: 331198	P.O. #: 224862	527303	39.21
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BLANKET PO FOR VEHICLE MAINTENANCE AT 8TH AVE

INTERSTATE BATTERY OF SOUTH MISSISSIPPI

Invoice #: 331199	P.O. #: 225404	527304	369.90
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

LESLIE SLADE

Invoice #: 331200	P.O. #: 225872	527305	210.00
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BLANKET PURCHASE ORDER TO TINT WINDOWS ON POLICE VEHICLES

MANDAL CHYRSLER DODGE JEEP RAM

Invoice #: 331201	P.O. #: 227193	527306	37.28
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

MANDAL CHYRSLER DODGE JEEP RAM

Invoice #: 331202	P.O. #: 227952	527307	1,371.65
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

M J DONOVAN ENTERPRISES

Invoice #: 331203	P.O. #: 227376	527309	298.97
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BLANKET PURCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES

O REILLY AUTO PARTS

Invoice #: 331204	P.O. #: 228000	527310	152.63
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

O REILLY AUTO PARTS

Invoice #: 331205	P.O. #: 228000	527311	119.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

O REILLY AUTO PARTS

Invoice #: 331206	P.O. #: 228000	527312	111.57
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

O REILLY AUTO PARTS

Invoice #: 331207	P.O. #: 228000	527313	31.78
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

O REILLY AUTO PARTS

Invoice #: 331208	P.O. #: 228000	527314	337.04
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

O REILLY AUTO PARTS

Invoice #: 331209	P.O. #: 228000	527315	20.77
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

O REILLY AUTO PARTS

Invoice #: 331210	P.O. #: 228000	527316	232.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

TLH ENTERPRISES

Invoice #: 331212	P.O. #: 226858	527318	310.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

TLH ENTERPRISES

Invoice #: 331214	P.O. #:	527320	-205.02
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TLH ENTERPRISES

Invoice #: 331215	P.O. #: 228369	527321	304.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

TURAN-FOLEY CHEVROLET BUICK GEO

Invoice #: 331216	P.O. #: 225752	527322	457.21
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AMERICAN GLASS SERVICES, LLC

Invoice #: 331495	P.O. #: 222800	527608	281.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 331496 P.O. #: 228227 527609 115.68

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 331497 P.O. #: 228227 527610 88.65

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 331498 P.O. #: 228227 527611 170.99

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 331499 P.O. #: 527612 -123.18

AUTO ZONE INC

Invoice #: 331500 P.O. #: 228227 527613 398.60

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 331501 P.O. #: 228227 527614 32.99

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331502 P.O. #: 228121 527615 95.00

BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331503 P.O. #: 228121 527616 153.60

BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331504 P.O. #: 228121 527617 95.00

BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331505 P.O. #: 228121 527618 95.00

BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331506 P.O. #: 228121 527619 106.10

BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331507 P.O. #: 228121 527620 95.00

BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331508 P.O. #: 228121 527621 102.50

BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331509 P.O. #: 228121 527622 95.00

BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331510 P.O. #: 228121 527623 95.00

BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331511 P.O. #: 228121 527624 238.33

BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

HOME DEPOT CREDIT SERVICE

Invoice #: 331513 P.O. #: 224862 527626 163.48

BLANKET PO FOR VEHICLE MAINTENANCE AT 8TH AVE

MIDAMERICA PARTS DISTRIBUTORS CORP

Invoice #: 331517 P.O. #: 225342 527630 110.39

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

M J DONOVAN ENTERPRISES

Invoice #: 331520 P.O. #: 227376 527633 166.69

BLANKET PURCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES

PARTS AND SUPPLY INC

Invoice #: 331540 P.O. #: 228228 527653 870.30

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 331543 P.O. #: 228228 527656 144.79

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 331545 P.O. #: 228228 527658 389.16

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

TLH ENTERPRISES

Invoice #: 331547 P.O. #: 228369 527660 310.00

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

TURAN-FOLEY CHEVROLET BUICK GEO

Invoice #: 331549 P.O. #: 225752 527662 160.00

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331560 P.O. #: 228356 527673 4,951.00

ITEM# MC-023933 / SPEAKER MICROPHONE, P5300 (QUOTE QO0019733)

GOODYEAR CORPORATE #2728

Invoice #: 331561 P.O. #: 228431 527674 3,750.00

STATE CONTRACT 8200062142 // ITEM# 732312500 / P225/60R18 99W SL EAG RS-A VSRPTL (ESTIMATE 1103)

GOODYEAR CORPORATE #2728

Invoice #: 331561 P.O. #: 228431 527674 50.00

WASTE FEE

GOODYEAR CORPORATE #2728

Invoice #: 331561 P.O. #: 228431 527674 2,540.00

STATE CONTRACT 8200062142 // ITEM# 732523500 / P265/60R17 108V SL EAG RS-A VSBRTL

612500 UNIFORMS 420.94

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 330870 P.O. #: 226130 526975 296.77

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 331885 P.O. #: 226130 528062 124.17

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS

614000 GASOLINE, OIL, GREASE 46,288.06

FLEETCOR TECHNOLOGIES

Invoice #: 331565 P.O. #: MANUAL 527678 15,889.51

FLEETCOR TECHNOLOGIES

Invoice #: 331566 P.O. #: MANUAL 527679 15,720.50

FLEETCOR TECHNOLOGIES

Invoice #: 331567 P.O. #: MANUAL 527680 14,678.05

614900 ANIMAL CONTROL 13,031.27

HUMANE SOCIETY OF S MS INC

Invoice #: 330830 P.O. #: MANUAL 526935 8,154.56

HUMANE SOCIETY OF S MS INC

Invoice #: 331324 P.O. #: MANUAL 527433 4,876.71

615200 PHOTOGRAPHY AND FINGERPRINT 2,335.94

SIRCHIE ACQUISITION COMPANY, LLC

Invoice #: 330869 P.O. #: 228145 526974 488.00

ITEM# 122L / STANDARD FIBER BRUSH, PLASTIC (QUOTE 1029996)

ULINE, INC.			
Invoice #:	331355	P.O. #:	228245 527465 11.00
ITEM# S-23824 / BIOHAZARD LABELS 1X1, PAPER (QUOTE 67819045)			
ULINE, INC.			
Invoice #:	331355	P.O. #:	228245 527465 30.00
ITEM# S-3336 / BIOHAZARD LABELS 4X4, PAPER			
ULINE, INC.			
Invoice #:	331355	P.O. #:	228245 527465 62.00
ITEM# S-8531 / HARDWARE PAPER BAGS - 7 3/4X4 3/4X16, #16			
ULINE, INC.			
Invoice #:	331355	P.O. #:	228245 527465 36.00
ITEM# S-6910 / HARDWARE PAPER BAGS - 4 5/16X2 7/16X2 7/16X 7 7/8, #2			
ULINE, INC.			
Invoice #:	331355	P.O. #:	228245 527465 34.00
ITEM# S-8530 / HARDWARE PAPER BAGS - 5 1/4X3 7/16X10 15/16, #5			
ULINE, INC.			
Invoice #:	331355	P.O. #:	228245 527465 72.00
ITEM# S-21081-S / ULINE BLACK EXAM GRADE NITRILE GLOVES, POWDER FREE, SMALL			
ULINE, INC.			
Invoice #:	331355	P.O. #:	228245 527465 72.00
ITEM# S-21081-M / ULINE BLACK EXAM GRADE NITRILE GLOVES, POWDER FREE, MEDIUM			
ULINE, INC.			
Invoice #:	331355	P.O. #:	228245 527465 72.00
ITEM# S-21081-L / ULINE BLACK EXAM GRADE NITRILE GLOVES, POWDER FREE, LARGE			
ULINE, INC.			
Invoice #:	331355	P.O. #:	228245 527465 425.00
ITEM# S-20042 / 13X8X2 EVIDENCE BOX - HANDGUN			
ULINE, INC.			
Invoice #:	331355	P.O. #:	228245 527465 152.50
ITEM# S-20044 / 49X7X2 1/2 EVIDENCE BOX - RIFLE			
ULINE, INC.			
Invoice #:	331355	P.O. #:	228245 527465 292.17
ITEM# S-20043 / 16X3X2 EVIDENCE BOX - KNIFE			
SIRCHIE ACQUISITION COMPANY, LLC			
Invoice #:	331356	P.O. #:	228289 527466 125.28
ITEM# SEC100BF / SUSPECT COLLECTION KIT, BUCCAL (QUOTE 1030815)			
SIRCHIE ACQUISITION COMPANY, LLC			
Invoice #:	331356	P.O. #:	228289 527466 39.87
ITEM# SCW1035 / G*BUTANE FUEL CAN, 5-1/8OZ			

EVIDENT INC			
Invoice #:	331358	P.O. #:	228297
			527468
			24.50
ITEM# 3037 / 200 - WOOD SHAFT SWABS - 100 PACKS (QUOTE 190609A)			
EVIDENT INC			
Invoice #:	331358	P.O. #:	228297
			527468
			35.15
ITEM# 5088G / 50 GRAY 2" ADHESIVE SCALES			
EVIDENT INC			
Invoice #:	331358	P.O. #:	228297
			527468
			35.15
ITEM# 5088B / 50 BLACK 2" ADHESIVE SCALES			
EVIDENT INC			
Invoice #:	331358	P.O. #:	228297
			527468
			114.00
ITEM# 6082-CS / TYVEK BOOT COVERS - 50 PAIR - BULK CASE			
EVIDENT INC			
Invoice #:	331358	P.O. #:	228297
			527468
			107.50
ITEM# 6072 / 1 - TYVEK COVERALL - LARGE			
EVIDENT INC			
Invoice #:	331358	P.O. #:	228297
			527468
			107.82
ITEM# 6073 / 1- TYVEK COVERALL - XLARGE			
620701	FORENSIC		8,050.00
DPS CRIME LAB			
Invoice #:	330868	P.O. #:	MANUAL
			526973
			1,500.00
DPS CRIME LAB			
Invoice #:	331322	P.O. #:	MANUAL
			527431
			1,850.00
DPS CRIME LAB			
Invoice #:	331323	P.O. #:	MANUAL
			527432
			4,700.00
621700	MAINTENANCE CONTRACTS		102.00
EQUIFAX CREDIT INFORMATION SERVICES			
Invoice #:	331217	P.O. #:	MANUAL
			527323
			102.00
622300	TRAINING PROGRAMS		30,200.00
MS GULF COAST COMMUNITY COLLEGE			
Invoice #:	331258	P.O. #:	228437
			527364
			28,800.00
BASIC LAW ENFORCEMENT (2022-2) FOR OFFICERS D ADAMS, M AMADOR, D DANIEL, M MAYEUR, B MCCOY, J PEZZAROSI, G STRAUB AND N WHITE			

MS ASSOCIATION OF CHIEFS OF POLICE

Invoice #: 331563

P.O. #: 228506

527676

1,400.00

REGISTRATION FOR M ASHBY, B WYRICK, Z COUEY AND J DUCRE TO ATTEND MS
COMMAND COLLEGE**623500 PRISONER MEALS AND HOUSING****25,074.27**

HARRISON COUNTY SHERIFF

Invoice #: 331877

P.O. #: MANUAL

528054

25,074.27

624500 TAXES AND LICENSES**12.70**

MS DEPT OF WILDLIFE FISHERIES AND PARKS

Invoice #: 330827

P.O. #: MANUAL

526931

12.70

625700 POSTAGE**109.19**

UNITED PARCEL SERVICE

Invoice #: 331879

P.O. #: MANUAL

528056

109.19

626001 TELEPHONE**10,125.18**

A T & T

Invoice #: 331343

P.O. #: MANUAL

527452

53.94

AT&T MOBILITY II LLC

Invoice #: 331369

P.O. #: MANUAL

527481

9,071.24

CABLE ONE

Invoice #: 331371

P.O. #: MANUAL

527483

1,000.00

626002 ELECTRIC**20,413.79**

MS POWER COMPANY

Invoice #: 330913

P.O. #: MANUAL

527017

17,756.39

MS POWER COMPANY

Invoice #: 331827

P.O. #: MANUAL

528004

2,657.40

626003 WATER**869.95**

CITY OF GULFPORT				
Invoice #:	330798	P.O. #:	MANUAL	526901
				26.39
CITY OF GULFPORT				
Invoice #:	330799	P.O. #:	MANUAL	526902
				589.66
CITY OF GULFPORT				
Invoice #:	331597	P.O. #:	MANUAL	527710
				173.40
CITY OF GULFPORT				
Invoice #:	331598	P.O. #:	MANUAL	527711
				11.30
CITY OF GULFPORT				
Invoice #:	331599	P.O. #:	MANUAL	527712
				11.30
CITY OF GULFPORT				
Invoice #:	331685	P.O. #:	MANUAL	527798
				23.64
CITY OF GULFPORT				
Invoice #:	331686	P.O. #:	MANUAL	527799
				34.26
626004	GAS			68.93
CENTERPOINT ENERGY RESOURCES CORP				
Invoice #:	331880	P.O. #:	MANUAL	528057
				39.50
CENTERPOINT ENERGY RESOURCES CORP				
Invoice #:	331881	P.O. #:	MANUAL	528058
				29.43
626500	PRINTING AND BINDING			596.00
CLAYS PRINT SHOP INC				
Invoice #:	330831	P.O. #:	228292	526936
				235.00
PROGRAMS				
CLAYS PRINT SHOP INC				
Invoice #:	330916	P.O. #:	226077	527020
				106.00
BUSINESS CARDS FOR NEW CAPTAINS, LIEUTENANTS AND DETECTIVES				

CLAYS PRINT SHOP INC

Invoice #: 331799

P.O. #: 228428

527911

255.00

CASE CARDS - GENERIC WHITE AND BLUE LETTERING (10,000)

626900 TRAVEL**1,274.00****MARK WOOD**

Invoice #: 330874

P.O. #: 228215

526979

65.00

LUNCH - FOOD ALLOWANCE FOR M WOOD WHILE ATTENDING LACN 2022 CONFERENCE IN BATON ROUGE, LA 06/12/22 TO 06/17/22

MARK WOOD

Invoice #: 330874

P.O. #: 228215

526979

115.00

DINNER - FOOD ALLOWANCE FOR M WOOD WHILE ATTENDING LACN 2022 CONFERENCE IN BATON ROUGE, LA 06/12/22 TO 06/17/22

TROY CARPENTER

Invoice #: 330875

P.O. #: 228214

526980

65.00

LUNCH - FOOD ALLOWANCE FOR T CARPENTER WHILE ATTENDING LACN 2022 CONFERENCE IN BATON ROUGE, LA 06/12/22 TO 06/17/22

TROY CARPENTER

Invoice #: 330875

P.O. #: 228214

526980

115.00

DINNER - FOOD ALLOWANCE FOR T CARPENTER WHILE ATTENDING LACN 2022 CONFERENCE IN BATON ROUGE, LA 06/12/22 TO 06/17/22

JOSEPH WUEST

Invoice #: 330876

P.O. #: 228187

526981

52.00

LUNCH - FOOD ALLOWANCE FOR J WUEST WHILE ATTENDING MANAGING THE PATROL FTO PROGRAM IN JACKSONVILLE, FL 06/05/22 TO 06/08/22

JOSEPH WUEST

Invoice #: 330876

P.O. #: 228187

526981

69.00

DINNER - FOOD ALLOWANCE FOR J WUEST WHILE ATTENDING MANAGING THE PATROL FTO PROGRAM IN JACKSONVILLE, FL 06/05/22 TO 06/08/22

JASON GOUIN

Invoice #: 330877

P.O. #: 228203

526982

40.00

BREAKFAST - FOOD ALLOWANCE FOR J GOUIN WHILE ATTENDING LEADS ONLINE LEADERSHIP CONFERENCE IN TUCSON, AZ 06/13/2022 THRU 06/17/2022

JASON GOUIN

Invoice #: 330877

P.O. #: 228203

526982

52.00

LUNCH - FOOD ALLOWANCE FOR J GOUIN WHILE ATTENDING LEADS ONLINE LEADERSHIP CONFERENCE IN TUCSON, AZ 06/13/2022 THRU 06/17/2022

JASON GOUIN

Invoice #: 330877

P.O. #: 228203

526982

92.00

DINNER - FOOD ALLOWANCE FOR J GOUIN WHILE ATTENDING LEADS ONLINE LEADERSHIP CONFERENCE IN TUCSON, AZ 06/13/2022 THRU 06/17/2022

JOHNATHAN WEST

Invoice #: 331564

P.O. #: 228507

527677

65.00

LUNCH - FOOD ALLOWANCE FOR J WEST WHILE ATTENDING RCTA - SEARCH/ARREST WARRANT SERVICE - LEVEL 1 IN PLAIN DEALING, LA 06/05/22 TO 06/10/22

JOHNATHAN WEST

Invoice #: 331564

P.O. #: 228507

527677

138.00

DINNER - FOOD ALLOWANCE FOR J WEST WHILE ATTENDING RCTA - SEARCH/ARREST WARRANT SERVICE - LEVEL 1 IN PLAIN DEALING, LA 06/05/22 TO 06/10/22

STEVEN LAMONICA

Invoice #: 331595	P.O. #: 228508	527708	65.00
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LUNCH - FOOD ALLOWANCE FOR S LAMONICA WHILE ATTENDING RCTA - SEARCH/ARREST
WARRANT SERVICE - LEVEL 1 IN PLAIN DEALING, LA 06/05/22 TO 06/10/22

STEVEN LAMONICA

Invoice #: 331595	P.O. #: 228508	527708	138.00
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DINNER - FOOD ALLOWANCE FOR S LAMONICA WHILE ATTENDING RCTA - SEARCH/ARREST
WARRANT SERVICE - LEVEL 1 IN PLAIN DEALING, LA 06/05/22 TO 06/10/22

DUSTIN WASSMUTH

Invoice #: 331776	P.O. #: 228509	527889	65.00
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LUNCH - FOOD ALLOWANCE FOR D WASSMUTH WHILE ATTENDING RCTA - SEARCH/ARREST
WARRANT SERVICE - LEVEL 1 IN PLAIN DEALING, LA 06/05/22 TO 06/10/22

DUSTIN WASSMUTH

Invoice #: 331776	P.O. #: 228509	527889	138.00
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DINNER - FOOD ALLOWANCE FOR D WASSMUTH WHILE ATTENDING RCTA - SEARCH/ARREST
WARRANT SERVICE - LEVEL 1 IN PLAIN DEALING, LA 06/05/22 TO 06/10/22

627900	MISC SERVICES AND CHARGES	78.14
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EQUIFAX CREDIT INFORMATION SERVICES

Invoice #: 330867	P.O. #: MANUAL	526972	78.14
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214	Police Grants	38,523.76
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450100	POLICE GRANTS-FEDERAL	21,283.00
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95451	21,283.00
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CITY OF BILOXI

Invoice #: 330778	P.O. #: MANUAL	526880	21,283.00
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630100	CAPITAL OUTLAY	17,240.76
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22002	17,240.76
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T3 MOTION, INC

Invoice #: 330880	P.O. #: 227272	526984	15,495.00
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SOLE SOURCE VENDOR AS PER 03/03/09 COUNCIL APPROVAL // ITEM# T3-990-141-10C3 / T3
PATROLLER 2022 ELITE 300 SERIES, SUSPENSION CHASSIS, BLACK/WHITE COMPOSITE BODY
W/REGEN+PLUS AND REVERSE

T3 MOTION, INC

Invoice #: 330880	P.O. #: 227272	526984	500.00
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ITEM# PA-020-010 / HIGH INTENSITY LED STROBE LIGHT(S) TO REAR OF VEHICLES

T3 MOTION, INC

Invoice #: 330880	P.O. #: 227272	526984	1,245.76
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ITEM# CRATE CHARGE

276	Police Forfeits and Seizures	28,921.95
610700	OPERATING SUPPLIES	131.95
	HOBBY LOBBY STORES INC	
Invoice #:	331883	P.O. #: 228209 528060 131.95
	DISPLAY BOXES TO PLACE POLICE MEMORABILIA	
630200	VEHICLES	28,790.00
	WHITE AND SONS INC	
Invoice #:	330773	P.O. #: 227433 526875 28,790.00
	PER QUOTES RECEIVED 02/28/22 -- 2022 FORD TRANSIT CONNECT VAN, FROZEN WHITE - FORENSICS	
277	Police Forfeits and Seizures	60.00
610700	OPERATING SUPPLIES	60.00
	AWARDS UNLIMITED	
Invoice #:	331359	P.O. #: 222975 527469 60.00
	PLAQUE / MEDAL FOR EMPLOYEE APPRECIATION - DRUG FORFEITED FUNDS	
286	Coastal Narcotics Task Force	1,464.50
610700	OPERATING SUPPLIES	1,464.50
	BARNEYS INC	
Invoice #:	331801	P.O. #: 228217 527913 1,196.00
	ITEM# UA1343352 / UNDER ARMOUR SHIRT 1/4 ZIP, LW, LONG SLEEVE (SIZE LG-3X, BLACK) - QUOTE 00149654	
	BARNEYS INC	
Invoice #:	331801	P.O. #: 228217 527913 268.50
	EMBROIDERY CHARGE	
290	Fire	297,940.49
610100	CLEANING AND JANITORIAL	5,202.14
	GULF COAST BUSINESS SUPPLY CO	
Invoice #:	330753	P.O. #: 228073 526854 27.36
	BWK174 SCRUBBING SPONGE	
	GULF COAST BUSINESS SUPPLY CO	
Invoice #:	330753	P.O. #: 228073 526854 37.38
	BWK404612 CAN LINERS	

GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330753	P.O. #:	228073
		526854	270.95
BWK410321 CENTER-PULL ROLL TOWELS			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330753	P.O. #:	228073
		526854	320.51
BWK6272 KITCHEN ROLL TOWEL			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330753	P.O. #:	228073
		526854	51.22
CPC14278CT OXYGEN BLEACH POWDER CLEANSER			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330753	P.O. #:	228073
		526854	134.91
UNGF90 AQUADOZER HEAVY DUTY FLOOR SQUEEGEE			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330753	P.O. #:	228073
		526854	49.54
KESFORESTRSH ALL PURPOSE CLEANER			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330753	P.O. #:	228073
		526854	59.44
PGC23124CT MULTIPURPOSE CLEANING SOLUTION			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330753	P.O. #:	228073
		526854	33.41
GJO47537 GENUINE JOE MICROFIBER TUBE WET MOP COMPLETE			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330753	P.O. #:	228073
		526854	56.20
GJO99668CT GENUINE JOE PEROXIDE POWER RESTROOM CLEANER SPRAY			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330754	P.O. #:	228246
		526855	880.80
60466 JOE SPLASH SHIELD MOP BUCKET/WRINGER 26 QUART			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330754	P.O. #:	228246
		526855	54.72
BWK174 SCRUBBING SPONGE			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330754	P.O. #:	228246
		526855	391.65
BWK410321 CENTER-PULL ROLL TOWELS			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330754	P.O. #:	228246
		526855	430.95
BWK6272 KITCHEN ROLL TOWEL			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330754	P.O. #:	228246
		526855	83.84
1324 INDUSTRIAL DUST MOP HEAD, HYGRADE COTTON 24WX5D			

GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330754	P.O. #:	228246
		526855	27.56
1336 INDUSTRIAL DUST MOP HEAD, HYGRADE COTTON, 36W X 5D			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330754	P.O. #:	228246
		526855	288.00
KESFORESTFRSH ALL-PURPOSE CLEANER			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330754	P.O. #:	228246
		526855	411.18
404612 HIGH DENSITY CAN LINERS			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330754	P.O. #:	228246
		526855	394.10
6145 TOILET TISSUE			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330754	P.O. #:	228246
		526855	198.66
14278 BLEACH CLEANSER			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330754	P.O. #:	228246
		526855	359.76
AQUADOZER HEAVY DUTY FLOOR SQUEEGEE			
WILLIAMS DISTRIBUTING LLC			
Invoice #:	330899	P.O. #:	228358
		527003	640.00
CHAMOIS			
610400	OFFICE SUPPLIES		1,276.06
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	330770	P.O. #:	228321
		526872	248.71
LLR52500 LORELL DRY-ERASE GLASS BOARD			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330903	P.O. #:	228024
		527007	70.42
FEL11053 METAL COPYHOLDER			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330903	P.O. #:	228024
		527007	35.92
CRD32215 1.5" CLEARVUE 3 RING BINDER			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330903	P.O. #:	228024
		527007	131.93
DURMN2400BKD COPPERTOP AAA BATTERIES			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330903	P.O. #:	228024
		527007	15.08
MMMR440WASS POP-UP POST IT NOTE REFILLS			

SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330903	P.O. #:	228024
		527007	30.31
MMM65424SSAUCP POST-IT NOTES			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330903	P.O. #:	228024
		527007	26.76
SAN2089638 PERMANENT MARKER SILVER			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330903	P.O. #:	228024
		527007	7.80
UNV75606 CORRECTION TAPE			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330903	P.O. #:	228024
		527007	31.65
UNV05562 HARDBOARD CLIPBOARD			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330904	P.O. #:	228024
		527008	14.02
SAN38201 PERMANENT MARKER BLACK			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330905	P.O. #:	228024
		527009	14.02
SAN38202 PERMANENT MARKER RED			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	331232	P.O. #:	228400
		527338	10.72
BSN39283 1 SLOT HOLE PUNCH			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	331232	P.O. #:	228400
		527338	477.60
HAM103283 MULTIPURPOSE PRINT PAPER			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	331232	P.O. #:	228400
		527338	23.32
ACM16447 SCISSORS			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	331232	P.O. #:	228400
		527338	11.51
ACM13731 SCISSORS			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	331232	P.O. #:	228400
		527338	58.52
UBC60052 ROLLER BALL PENS			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	331232	P.O. #:	228400
		527338	50.73
UBC61255 RETRACTABLE GEL PEN SIGNO 207			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	331451	P.O. #:	228116
		527563	17.04
AC12402 ONE-HOLE PUNCH			

LOWES OF GULFPORT MS 466

Invoice #:	330749	P.O. #:	228003	526850	9.01
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BLANKET PURCHASE

EMERGENCY MEDICAL PRODUCTS INC

Invoice #:	330767	P.O. #:	228257	526869	421.01
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88006101 LAERDAL COMPACT SUCTION UNIT

EMERGENCY MEDICAL PRODUCTS INC

Invoice #:	330767	P.O. #:	228257	526869	115.16
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69100 CURAPLEX FINGER PULSE OXIMETER

LOWES OF GULFPORT MS 466

Invoice #:	330769	P.O. #:	228345	526871	473.10
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876180 AMANA 3.5 CU FT TOP LOAD WASHER FOR STATION 3

MCDANIELS GENERAL MERCHANDISE INC

Invoice #:	330816	P.O. #:	225458	526919	35.97
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BLANKET PURCHASE ORDER FOR SMALL EQUIPMENT PARTS

MCDANIELS GENERAL MERCHANDISE INC

Invoice #:	330817	P.O. #:	225458	526920	61.98
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BLANKET PURCHASE ORDER FOR SMALL EQUIPMENT PARTS

LOWES OF GULFPORT MS 466

Invoice #:	330901	P.O. #:	228003	527005	71.00
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BLANKET PURCHASE

LOWES OF GULFPORT MS 466

Invoice #:	330902	P.O. #:	228003	527006	27.64
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BLANKET PURCHASE

LOWES OF GULFPORT MS 466

Invoice #:	331222	P.O. #:	228003	527328	62.25
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BLANKET PURCHASE

SUNBELT FIRE INC

Invoice #:	331225	P.O. #:	228360	527331	97.58
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25670A SCOTT LIBERTY AB65X10CA COMPRESSOR FILTER

SUNBELT FIRE INC

Invoice #:	331225	P.O. #:	228360	527331	112.10
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254351 SCOTT LIBERTY AB65CAC COMPRESSOR FILTER

MCDANIELS GENERAL MERCHANDISE INC

Invoice #:	331226	P.O. #:	225458	527332	116.91
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BLANKET PURCHASE ORDER FOR SMALL EQUIPMENT PARTS

MEDICAL ANALYSIS LLC

Invoice #: 331227 P.O. #: 228412 527333 54.84

ANTIBODY (TITER) FOR PARAMEDIC CLASS PERSONNEL

SYMBOL ARTS LLC

Invoice #: 331228 P.O. #: 227658 527334 692.96

SERVICE PINS

SYMBOL ARTS LLC

Invoice #: 331228 P.O. #: 227658 527334 1,867.44

SERVICE COINS

SYMBOL ARTS LLC

Invoice #: 331228 P.O. #: 227658 527334 390.00

DIE-FEE

ITSAVVY LLC

Invoice #: 331252 P.O. #: 228366 527358 494.32

ADOBE ACROBAT PRO 2020 SOFTWARE LICENES

LOWES OF GULFPORT MS 466

Invoice #: 331312 P.O. #: 228003 527421 33.46

BLANKET PURCHASE

HOWARD SMITH EQUIPMENT

Invoice #: 331314 P.O. #: 225457 527423 32.02

BLANKET PURCHASE ORDER

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331315 P.O. #: 228048 527424 3,500.00

UNIVERSAL RUGGED CRADLE, LAPTOP

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331315 P.O. #: 228048 527424 1,610.00

LOW TILT/SWIVEL DESKTOP MOUNT

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331315 P.O. #: 228048 527424 1,330.00

LABOR

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331315 P.O. #: 228048 527424 60.00

SHIPPING FEE

MUNICIPAL EMERGENCY SERVICES

Invoice #: 331351 P.O. #: 228477 527460 103.00

172085108S RESCUE TOOL GUARD, PLUGS, HARDWARE

GULFPORT INDUSTRIAL SUPPLY CO INC

Invoice #: 331458 P.O. #: 228397 527570 498.00

#552 STANLEY 10 1/2 LB DEAD BLOW HAMMERS

MUNICIPAL EMERGENCY SERVICES

Invoice #: 331940	P.O. #: 227508	528120	980.02
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272085410 HURST AUTO EXTRICATION BATTERIES

MUNICIPAL EMERGENCY SERVICES

Invoice #: 331940	P.O. #: 227508	528120	184.98
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74434 BURNT APEX PANTS

00020**203.75**

SEVEN C'S MARINE, INC.

Invoice #: 330819	P.O. #: 228077	526922	203.75
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AS PER BIDS RECIEVED ON 04/18/2022 PLEASE SEE ATTACHED FOR (2) YAMAHA F40LEHA,
LONG SHAFT, TILLER STEER, ELECTRIC START W/HOSE AND FITTING. (2) BATTERY AND
BATTERY BOX, AND (2) ALUMINUM PROP

22016**371.00**

AT&T MOBILITY II LLC

Invoice #: 330808	P.O. #: MANUAL	526911	371.00
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611000 BLDG MATERIALS AND SUPPLIES**5,701.93**

SOUTHERN PIPE & SUPPLY CO

Invoice #: 330865	P.O. #: 228072	526970	38.51
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AF1824H 18X24X1 AIR FILTERS

SOUTHERN PIPE & SUPPLY CO

Invoice #: 330865	P.O. #: 228072	526970	35.76
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AF1624H 16X24X1 AIR FILTERS

SOUTHERN PIPE & SUPPLY CO

Invoice #: 330865	P.O. #: 228072	526970	32.04
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WLFLL100XL 3/4" 150 PSI LONG SHANK RELIEF VALVE 5-1/4"

SOUTHERN PIPE & SUPPLY CO

Invoice #: 330865	P.O. #: 228072	526970	10.26
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OAAPCPT PT ALL PURPOSE CEMENT 30834

SOUTHERN PIPE & SUPPLY CO

Invoice #: 330865	P.O. #: 228072	526970	8.86
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RECS4OZ 4 OZ RECTORSEAL #5 25631

SOUTHERN PIPE & SUPPLY CO

Invoice #: 330865	P.O. #: 228072	526970	0.93
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CPVMAF 3/4 CPVC MALE ADAPTER

SOUTHERN PIPE & SUPPLY CO

Invoice #: 330866	P.O. #: 228072	526971	27.01
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AF1824H 18X24X1 AIR FILTERS

SOUTHERN PIPE & SUPPLY CO			
Invoice #:	330866	P.O. #:	228072
			526971
			25.08
AF1624H 16X24X1 AIR FILTERS			
SOUTHERN PIPE & SUPPLY CO			
Invoice #:	330866	P.O. #:	228072
			526971
			22.48
WLFLLL100XL 3/4" 150 PSI LONG SHANK RELIEF VALVE 5-1/4"			
SOUTHERN PIPE & SUPPLY CO			
Invoice #:	330866	P.O. #:	228072
			526971
			7.20
OAAPCPT PT ALL PURPOSE CEMENT 30834			
SOUTHERN PIPE & SUPPLY CO			
Invoice #:	330866	P.O. #:	228072
			526971
			6.21
RECS4OZ 4 OZ RECTORSEAL #5 25631			
SOUTHERN PIPE & SUPPLY CO			
Invoice #:	330866	P.O. #:	228072
			526971
			0.65
CPVMAF 3/4 CPVC MALE ADAPTER			
HOWARDS PAINT & DECORATING			
Invoice #:	331229	P.O. #:	226953
			527335
			757.80
00215 TT2 LIFETIME WHITE CAULK FOR STATION 1 EXTERIOR			
HOWARDS PAINT & DECORATING			
Invoice #:	331231	P.O. #:	227779
			527337
			2,910.24
044282X05 ULTRA SPEC LTX EXTERIOR SATIN BASE FOR FIRE STATION 1			
HOWARDS PAINT & DECORATING			
Invoice #:	331231	P.O. #:	227779
			527337
			1,818.90
04483X05 ULTRA SPEC LTX EXTERIOR SATIN BASE FOR FIRE STATION 1			
611300	MOTOR VEHICLE REPAIRS		26,791.94
O REILLY AUTO PARTS			
Invoice #:	330748	P.O. #:	227710
			526849
			185.21
BLANKET PURCHASE ORDER FOR FIRE DEPARTMENT VEHICLES			
PERKINS TIRE & POLARIS, INC.			
Invoice #:	330821	P.O. #:	227224
			526924
			90.49
2411719 CRANK POSITION SENSOR			
PERKINS TIRE & POLARIS, INC.			
Invoice #:	330821	P.O. #:	227224
			526924
			19.98
3022662 SPARK PLUG			
JOHNSON DIESEL INC			
Invoice #:	330822	P.O. #:	228347
			526925
			450.03
DIAGNOSTIC ON ENGINE 10 TO CHECK IGNITION NOT POWERING UP, FAULT CODES, CRANKCASE PRESSURE SENSOR			

JOHNSON DIESEL INC

Invoice #: 330829	P.O. #: 227703	526934	4,890.40
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AS PER MS CODE 31-7-13(m)(ii) OUTSIDE EQUIPMENT REPAIRS FOR ENGINE 6 REPAIR ORDER
18432 INCLUDING 5501574RX TURBOCHARGER

JOHNSON DIESEL INC

Invoice #: 330829	P.O. #: 227703	526934	32.88
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ENGINE 6 REPAIR ORDER 18432 LF3000 / LF9009 FILTERS

JOHNSON DIESEL INC

Invoice #: 330829	P.O. #: 227703	526934	519.51
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ENGINE 6 REPAIR ORDER 18432 1009845 PEDAL ASSEMBLY THROTTLE

JOHNSON DIESEL INC

Invoice #: 330829	P.O. #: 227703	526934	99.33
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ENGINE 6 REPAIR ORDER 18432 1009845 PEDAL THROTTLE HARNESS

JOHNSON DIESEL INC

Invoice #: 330829	P.O. #: 227703	526934	25.00
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ENGINE 6 REPAIR ORDER 18432 SHOP SUPPLIES

JOHNSON DIESEL INC

Invoice #: 330829	P.O. #: 227703	526934	1,380.00
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ENGINE 6 REPAIR ORDER 18432 LABOR

KENS HARDWARE & MARINE SUPPLY

Invoice #: 330900	P.O. #: 225800	527004	70.90
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BLANKET PURCHASE ORDER FOR FIRE DEPARTMENT MARINE VEHICLES AND EQUIPMENT

PARTS AND SUPPLY INC

Invoice #: 331224	P.O. #: 226153	527330	56.50
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BLANKET PURCHASE ORDER FOR FIRE DEPARTMENT VEHICLES

JOHNSON DIESEL INC

Invoice #: 331249	P.O. #: 228411	527355	74.09
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80690 POLY GROOVE BELT FOR ENGINE 3 RO18527

JOHNSON DIESEL INC

Invoice #: 331249	P.O. #: 228411	527355	1,489.71
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7075 ALTERNATOR

JOHNSON DIESEL INC

Invoice #: 331249	P.O. #: 228411	527355	43.17
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80537 BELT

JOHNSON DIESEL INC

Invoice #: 331249	P.O. #: 228411	527355	140.15
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9047902 FLEET GUARD ELEMENT

JOHNSON DIESEL INC

Invoice #: 331249	P.O. #: 228411	527355	50.80
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LUBE, FUEL, FILTER

JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				39.09
1065 FILTER				
JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				21.30
5488 FILTER				
JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				4.28
WASHER FLUID				
JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				288.17
500116 AIR FILTER				
JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				196.20
15W40 OIL				
JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				17.13
ANTIFREEZE				
JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				5.40
GREASE				
JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				39.76
5072 #12 HOSE				
JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				10.00
59347 VALVE				
JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				43.49
AC FLUSH				
JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				3.20
3/8" CLAMP (.70) 5/8" CLAMP (.58) INSOLATED CLAMP (\$1.92)				
JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				43.20
FREON				
JOHNSON DIESEL INC				
Invoice #:	331249	P.O. #:	228411	527355
				13.32
FITTINGS				

JOHNSON DIESEL INC

Invoice #: 331249	P.O. #: 228411	527355	445.06
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4921728/050741 EGR DIFFERENTIAL PRESSURE SENSOR

JOHNSON DIESEL INC

Invoice #: 331249	P.O. #: 228411	527355	94.00
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SHOP SUPPLIES

JOHNSON DIESEL INC

Invoice #: 331249	P.O. #: 228411	527355	1,840.00
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LABOR

SUNBELT FIRE INC

Invoice #: 331311	P.O. #: 228444	527420	1,176.00
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PER MS CODE 31-7-13 OUTSIDE EQUIPMENT REPAIRS / DIAGNOSTIC CHECK SO133612 FOR
VARIOUS PROBLEMS INCLUDING BUT NOT LIMITED TO PROBLEMS WITH AC, WARNING
LIGHTS, PANEL ALARM, RELAY BOARD, HYDRAULIC LINE, REAR LIGHT

SUNBELT FIRE INC

Invoice #: 331311	P.O. #: 228444	527420	6.00
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AC VALVE

SUNBELT FIRE INC

Invoice #: 331311	P.O. #: 228444	527420	130.00
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FREON

SUNBELT FIRE INC

Invoice #: 331311	P.O. #: 228444	527420	36.52
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RIVET

SUNBELT FIRE INC

Invoice #: 331311	P.O. #: 228444	527420	154.35
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SHOP SUPPLIES INCLUDING BUT NOT LIMITED TO ASSORTMENT OF ELECTRICAL WIRE,
SEALS, PLUGS, HEAT SHRINK, LOOMS, CONNECTORS, SCREWS, RIVET

SUNBELT FIRE INC

Invoice #: 331311	P.O. #: 228444	527420	236.15
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AC HOSE

SUNBELT FIRE INC

Invoice #: 331311	P.O. #: 228444	527420	291.90
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ANTIFREEZE

SUNBELT FIRE INC

Invoice #: 331311	P.O. #: 228444	527420	16.44
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CLAMPS (7.72) (8.72)

SUNBELT FIRE INC

Invoice #: 331311	P.O. #: 228444	527420	440.58
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BACKUP LIGHTS

SUNBELT FIRE INC

Invoice #: 331311	P.O. #: 228444	527420	152.96
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TURN LIGHTS

SUNBELT FIRE INC				
Invoice #:	331311	P.O. #:	228444	527420
				12.96
FITTINGS				
SUNBELT FIRE INC				
Invoice #:	331311	P.O. #:	228444	527420
				16.47
SCREWS				
SUNBELT FIRE INC				
Invoice #:	331311	P.O. #:	228444	527420
				19.13
SHOP SUPPLIES INCLUDING BUT NOT LIMITED TO ASSORTMENT OF WIRE, LOOM, PINS, WEDGELOCK, WASHERS				
SUNBELT FIRE INC				
Invoice #:	331311	P.O. #:	228444	527420
				272.22
AUTO EJECT				
SUNBELT FIRE INC				
Invoice #:	331311	P.O. #:	228444	527420
				33.20
RIVET				
SUNBELT FIRE INC				
Invoice #:	331311	P.O. #:	228444	527420
				25.00
MISCELLANEOUS SHOP SUPPLIES				
SUNBELT FIRE INC				
Invoice #:	331311	P.O. #:	228444	527420
				107.55
MARKER LIGHT				
SUNBELT FIRE INC				
Invoice #:	331311	P.O. #:	228444	527420
				5,328.00
LABOR				
A1 BATTERY INC				
Invoice #:	331313	P.O. #:	228443	527422
				435.00
BATTERIES FOR FIRE ENGINE 1				
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING				
Invoice #:	331352	P.O. #:	228059	527461
				349.20
POWER STEERING PUMP FOR ID 2825 2004 DODGE RAM				
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING				
Invoice #:	331352	P.O. #:	228059	527461
				434.94
POWER STEERING ROCK				
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING				
Invoice #:	331352	P.O. #:	228059	527461
				200.00
OUTER TIE RODS				
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING				
Invoice #:	331352	P.O. #:	228059	527461
				334.66
POWER STEERING LINES (\$40.24) (\$219.92) (\$37.56) (\$36.94)				

ACE RADIATOR ALIGNMENT AND AIR CONDITIONING			
Invoice #: 331352	P.O. #: 228059	527461	33.90
POWER STEERING FLUID			
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING			
Invoice #: 331352	P.O. #: 228059	527461	662.20
CONTROL ARM			
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING			
Invoice #: 331352	P.O. #: 228059	527461	92.88
BALL JOINTS			
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING			
Invoice #: 331352	P.O. #: 228059	527461	183.08
SWAY BAR LINKS			
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING			
Invoice #: 331352	P.O. #: 228059	527461	41.68
SWAY BAR BUSHINGS			
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING			
Invoice #: 331352	P.O. #: 228059	527461	79.95
ALIGNMENT			
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING			
Invoice #: 331352	P.O. #: 228059	527461	815.32
235-80-17 TIRES			
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING			
Invoice #: 331352	P.O. #: 228059	527461	1,026.00
LABOR			
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING			
Invoice #: 331352	P.O. #: 228059	527461	177.55
37597- PRESSURE HOSE			
ACE RADIATOR ALIGNMENT AND AIR CONDITIONING			
Invoice #: 331352	P.O. #: 228059	527461	32.54
300314- POWER STEERING PULLEY			
ROCKING C TRUCK AND TRAILER			
Invoice #: 331456	P.O. #: 228480	527568	9.80
SHOP SUPPLIES FOR ENGINE 10 RO 14468 TO CHECK ELECTRICAL SYSTEM			
ROCKING C TRUCK AND TRAILER			
Invoice #: 331456	P.O. #: 228480	527568	140.00
LABOR			
SUNBELT FIRE INC			
Invoice #: 331457	P.O. #: 228472	527569	526.84
253094-002 TURN SIGNALS			

O REILLY AUTO PARTS

Invoice #: 331872

P.O. #: 227446

528049

39.22

BLANKET PURCHASE ORDER FOR FIRE DEPARTMENT VEHICLES

612200 REPAIRS AND MAINTENANCE**2,229.67**

WILLIAM A DAVIS

Invoice #: 330768

P.O. #: 228342

526870

140.00

STATION 11 SAFETY EDGE KIT 14'

WILLIAM A DAVIS

Invoice #: 330768

P.O. #: 228342

526870

16.00

LUBRICANT

WILLIAM A DAVIS

Invoice #: 330768

P.O. #: 228342

526870

30.00

ASTRAGAL

WILLIAM A DAVIS

Invoice #: 330768

P.O. #: 228342

526870

370.00

LABOR

SETCOM CORPORATION

Invoice #: 330896

P.O. #: 228182

527000

133.93

PORTABLE RADIO REPAIRS S#10032101600

SETCOM CORPORATION

Invoice #: 330896

P.O. #: 228182

527000

198.50

PORTABLE RADIO REPAIRS S#10032101601

SETCOM CORPORATION

Invoice #: 330896

P.O. #: 228182

527000

251.50

PORTABLE RADIO REPAIRS S#80316007000

SETCOM CORPORATION

Invoice #: 330896

P.O. #: 228182

527000

253.00

PORTABLE RADIO REPAIRS S#80316007002

SETCOM CORPORATION

Invoice #: 330896

P.O. #: 228182

527000

166.74

PORTABLE RADIO REPAIRS S#170930997301

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 331453

P.O. #: 227998

527565

670.00

BLANKET PURCHASE ORDER FOR SMALL EQUIPMENT SERVICE / REPAIRS

612500 UNIFORMS**71,851.97**

SUNBELT FIRE INC

Invoice #: 330752	P.O. #: 227560	526853	9,531.88
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AS PER MS STATE CONTRACT 8200055233 GLOBE GXCEL TURNOUT GEAR PANTS UNDER
SMPDD GRANT SUBAWARD ID 070078852 APPROVED BY COUNCIL 12/21/21

SUNBELT FIRE INC

Invoice #: 330752	P.O. #: 227560	526853	25,674.38
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AS PER MS STATE CONTRACT 8200055233 GLOBE GXCEL TURNOUT GEAR COAT UNDER
SMPDD GRANT SUBAWARD ID 070078852 APPROVED BY COUNCIL 12/21/21

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 330820	P.O. #: 227559	526923	660.00
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A3953Q-RHOD FIREFIGHTER INSIGNIAS

GLOBE MANUFACTURING LLC

Invoice #: 331316	P.O. #: 228113	527425	46.04
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FIRE PROTECTIVE GEAR CLEANED & REPAIRED FOR RGA 040722KM3 SERIAL NUMBER
5001558 REPLACE VELCRO

GLOBE MANUFACTURING LLC

Invoice #: 331316	P.O. #: 228113	527425	137.00
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FIRE PROTECTIVE GEAR CLEANED & REPAIRED FOR RGA 040722KM3 SERIAL NUMBER
5351270 REINFORCE POCKET, REINFORCE SHELL 1 AREA, DARN SHELL 4 AREAS

GLOBE MANUFACTURING LLC

Invoice #: 331316	P.O. #: 228113	527425	45.36
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FIRE PROTECTIVE GEAR CLEANED & REPAIRED FOR RGA 040722KM3 SERIAL NUMBER
5739102 UPS CALL TAG

SOUTHERN PRINTING & SILK SCREENING

Invoice #: 331346	P.O. #: 228230	527455	222.00
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CARHARTT KOOLERS BLACK W/LOGO

SOUTHERN PRINTING & SILK SCREENING

Invoice #: 331347	P.O. #: 228230	527456	1,200.00
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4940 RED W/2 COLOR LOGO FRONT, BACK, SLEEVE S-XL

SOUTHERN PRINTING & SILK SCREENING

Invoice #: 331347	P.O. #: 228230	527456	750.00
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4940 RED W/2 COLOR LOGO FRONT, BACK, SLEEVE XL-UP

SOUTHERN PRINTING & SILK SCREENING

Invoice #: 331347	P.O. #: 228230	527456	1,150.00
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4120 RED BADGER W/2 COLOR LOGO FRONT, BACK, SLEEVE S-XL

SOUTHERN PRINTING & SILK SCREENING

Invoice #: 331347	P.O. #: 228230	527456	725.00
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4120 RED BADGER W/2 COLOR LOGO FRONT, BACK, SLEEVE XXLARGE AND UP

SOUTHERN PRINTING & SILK SCREENING

Invoice #: 331350	P.O. #: 228478	527459	596.40
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G123 NAVY GILDAN SWEAT PANTS NOT PAID UNDER PO 226602

SOUTHERN PRINTING & SILK SCREENING

Invoice #: 331350	P.O. #: 228478	527459	34.40
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G123 NAVY GILDAN SWEAT PANTS XXLARGE AND UP

SOUTHERN PRINTING & SILK SCREENING

Invoice #: 331350	P.O. #: 228478	527459	88.00
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1 COLOR EMBLEM FRONT, 1 COLOR EMBLEM BACK

MUNICIPAL EMERGENCY SERVICES

Invoice #: 331368	P.O. #: 228175	527480	2,821.41
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74434 APEX CARGO PANTS

RUN N TRI COMPANY

Invoice #: 331459	P.O. #: 228419	527571	1,215.00
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BROOKS GHOST BLACK SHOES

EK EMBROIDERY LLC

Invoice #: 331874	P.O. #: 226038	528051	88.00
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EMB HAT BACK

EK EMBROIDERY LLC

Invoice #: 331874	P.O. #: 226038	528051	132.00
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EMBROIDERY NAME TAPE PATCH W/VELCRO

EK EMBROIDERY LLC

Invoice #: 331874	P.O. #: 226038	528051	8.00
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EMBROIDERY NAME AND RANK

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 331934	P.O. #: 227782	528114	193.34
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BLANKET PURCHASE ORDER

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 331935	P.O. #: 227220	528115	580.02
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B39 SHIRT BADGE DISTRICT CHIEF WHITE INSERT ENAMEL

22004			25,953.74
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SUNBELT FIRE INC

Invoice #: 330752	P.O. #: 227560	526853	24,033.35
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AS PER MS STATE CONTRACT 8200055233 GLOBE GXCEL TURNOUT GEAR PANTS UNDER
SMPDD GRANT SUBAWARD ID 070078852 APPROVED BY COUNCIL 12/21/21

SUNBELT FIRE INC

Invoice #: 330752	P.O. #: 227560	526853	1,920.39
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AS PER MS STATE CONTRACT 8200055233 GLOBE GXCEL TURNOUT GEAR COAT UNDER
SMPDD GRANT SUBAWARD ID 070078852 APPROVED BY COUNCIL 12/21/21

614000	GASOLINE, OIL, GREASE		11,597.29
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FLEETCOR TECHNOLOGIES

Invoice #: 331580	P.O. #: MANUAL	527693	3,866.80
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FLEETCOR TECHNOLOGIES

Invoice #: 331581	P.O. #: MANUAL	527694	3,766.94
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FLEETCOR TECHNOLOGIES

Invoice #: 331582

P.O. #: MANUAL

527695

3,963.55

621700 MAINTENANCE CONTRACTS**840.00**

PB PARENT HOLDCO LP

Invoice #: 330897

P.O. #: 227553

527002

660.00

FIRE ALARM INSPECTION

PB PARENT HOLDCO LP

Invoice #: 330897

P.O. #: 227553

527002

180.00

ADDITIONAL DEVICES

621900 MEMBERSHIP DUES AND SUBSCRIPT**400.00**

NATIONAL FIRE PROTECTION ASSOC

Invoice #: 330895

P.O. #: MANUAL

526999

175.00

INTERNATIONAL ASSOC OF FIRE CHIEFS

Invoice #: 331899

P.O. #: MANUAL

528079

225.00

622300 TRAINING PROGRAMS**5,745.64**

BILLY KELLEY

Invoice #: 330803

P.O. #: MANUAL

526906

65.00

CURTIS PRESTWOOD JR

Invoice #: 330804

P.O. #: MANUAL

526907

65.00

ERIC VALLES

Invoice #: 330805

P.O. #: MANUAL

526908

20.00

STATE FIRE ACADEMY

Invoice #: 331941

P.O. #: 225445

528121

1,030.00

REGISTRATION FEES TO ATTEND NFPA 1041 FIELD PROGRAM FOR FIRE INSTRUCTOR CLASS
WITH REQUIRED TESTING AT MS STATE FIRE ACADEMY CAMPUS

ASCEND LEARNING HOLDINGS, LLC

Invoice #: 331942

P.O. #: 228398

528122

1,988.25

9781284243758 EMERGENCY CARE & TRANS OF SICK AND INJURED 12E W/ADVANTAGE
ACCESS

ASCEND LEARNING HOLDINGS, LLC

Invoice #: 331942

P.O. #: 228398

528122

534.56

9781284227222 EMERGENCY CARE & TRANS OF SICK AND INJURED 12E W/ESSENTIALS
ACCESS

00020**2,042.83**

SEVEN C'S MARINE, INC.

Invoice #: 330819

P.O. #: 228077

526922

2,042.83

AS PER BIDS RECIEVED ON 04/18/2022 PLEASE SEE ATTACHED FOR (2) YAMAHA F40LEHA,
LONG SHAFT, TILLER STEER, ELECTRIC START W/HOSE AND FITTING. (2) BATTERY AND
BATTERY BOX, AND (2) ALUMINUM PROP

625700**POSTAGE****0.08**

DMS MAIL MANAGEMENT, INC.

Invoice #: 330796

P.O. #: 228348

526899

0.08

APRIL DMS POSTAGE CHARGES

626001**TELEPHONE****4,671.89**

AT&T MOBILITY II LLC

Invoice #: 330808

P.O. #: MANUAL

526911

1,271.89

CABLE ONE

Invoice #: 331371

P.O. #: MANUAL

527483

3,400.00

626002**ELECTRIC****9,315.56**

COAST ELECTRIC POWER ASSOC

Invoice #: 331772

P.O. #: MANUAL

527885

486.38

MS POWER COMPANY

Invoice #: 331820

P.O. #: MANUAL

527997

1,220.03

MS POWER COMPANY

Invoice #: 331829

P.O. #: MANUAL

528006

7,609.15

626003**WATER****2,478.71**

CITY OF GULFPORT

Invoice #: 331612

P.O. #: MANUAL

527725

127.43

CITY OF GULFPORT

Invoice #: 331613

P.O. #: MANUAL

527726

127.43

CITY OF GULFPORT			
Invoice #: 331673	P.O. #: MANUAL	527786	345.32
CITY OF GULFPORT			
Invoice #: 331678	P.O. #: MANUAL	527791	122.96
CITY OF GULFPORT			
Invoice #: 331693	P.O. #: MANUAL	527806	64.93
CITY OF GULFPORT			
Invoice #: 331707	P.O. #: MANUAL	527820	244.57
CITY OF GULFPORT			
Invoice #: 331710	P.O. #: MANUAL	527823	114.93
CITY OF GULFPORT			
Invoice #: 331711	P.O. #: MANUAL	527824	179.17
CITY OF GULFPORT			
Invoice #: 331721	P.O. #: MANUAL	527834	153.01
CITY OF GULFPORT			
Invoice #: 331722	P.O. #: MANUAL	527835	153.01
CITY OF GULFPORT			
Invoice #: 331725	P.O. #: MANUAL	527838	179.17
CITY OF GULFPORT			
Invoice #: 331726	P.O. #: MANUAL	527839	139.93
CITY OF GULFPORT			
Invoice #: 331727	P.O. #: MANUAL	527840	102.43
CITY OF GULFPORT			
Invoice #: 331728	P.O. #: MANUAL	527841	313.96
CITY OF GULFPORT			
Invoice #: 331732	P.O. #: MANUAL	527845	110.46

626004	GAS	587.46
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	331733	P.O. #:	MANUAL	527846	57.36
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	331736	P.O. #:	MANUAL	527849	74.76
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	331737	P.O. #:	MANUAL	527850	65.69
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	331738	P.O. #:	MANUAL	527851	29.43
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	331739	P.O. #:	MANUAL	527852	52.60
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	331740	P.O. #:	MANUAL	527853	35.46
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	331745	P.O. #:	MANUAL	527858	83.81
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	331747	P.O. #:	MANUAL	527860	51.93
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	331751	P.O. #:	MANUAL	527864	75.77
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	331922	P.O. #:	MANUAL	528102	60.65
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626900	TRAVEL	751.00
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CURTIS PRESTWOOD JR

Invoice #:	330772	P.O. #:	MANUAL	526874	118.00
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CHASE A H SCOTT

Invoice #:	330898	P.O. #:	MANUAL	527001	92.00
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CHASE A H SCOTT			
Invoice #:	330906	P.O. #:	MANUAL 527010 92.00
BRECCAN E MCCARTHY			
Invoice #:	330907	P.O. #:	MANUAL 527011 92.00
BRECCAN E MCCARTHY			
Invoice #:	330908	P.O. #:	MANUAL 527012 92.00
TIMOTHY ISHEE			
Invoice #:	330909	P.O. #:	MANUAL 527013 49.00
WILLIAM DUBUISSON			
Invoice #:	330910	P.O. #:	MANUAL 527014 49.00
BRIAN J LORD			
Invoice #:	330911	P.O. #:	MANUAL 527015 49.00
MATHEW ROSS			
Invoice #:	330912	P.O. #:	MANUAL 527016 49.00
GARRETT F RASKETT			
Invoice #:	330940	P.O. #:	MANUAL 527045 69.00
627700 CONTRIBUTIONS			3,943.94
GEIGER INC			
Invoice #:	331452	P.O. #:	228320 527564 2.80
ITEM LCC-FT25 FIRE TRUCK STRESS RELIEVER RED WITH BLACK IMPRINT			
GEIGER INC			
Invoice #:	331452	P.O. #:	228320 527564 379.00
ITEM GEL 2 HAND SANITZER 2 OUNCE WHITE WITH FULL COLOR LABEL			
GEIGER INC			
Invoice #:	331478	P.O. #:	228320 527590 741.09
ITEM LCC-FT25 FIRE TRUCK STRESS RELIEVER RED WITH BLACK IMPRINT			
GEIGER INC			
Invoice #:	331478	P.O. #:	228320 527590 41.73
BOTTLES WITH FIRE CHEIF HELMET ITEM 67800			

THE BEISTLE COMPANY

Invoice #: 331490

P.O. #: 228322

527602

1,246.70

Custom Fire Hat

THE BEISTLE COMPANY

Invoice #: 331490

P.O. #: 228322

527602

211.70

CUSTOM STICKER BADGES

THE BEISTLE COMPANY

Invoice #: 331490

P.O. #: 228322

527602

611.60

TEMP TATTOO FULL CUSTOM

GEIGER INC

Invoice #: 331873

P.O. #: 228320

528050

709.32

BOTTLES WITH FIRE CHEIF HELMET ITEM 67800

630100 CAPITAL OUTLAY**49,412.57****00020****44,368.42**

TRIAD MARINE AND INDUSTRIAL

Invoice #: 330755

P.O. #: 228079

526856

35,700.00

As Per bids received 4/15/2022, Z80902 ZODIAC FC420LSRF (see attached)

TRIAD MARINE AND INDUSTRIAL

Invoice #: 330755

P.O. #: 228079

526856

2,250.00

Z2292 RAPID INFLATION KID

TRIAD MARINE AND INDUSTRIAL

Invoice #: 330755

P.O. #: 228079

526856

1,250.00

Z66034 KIT, RAPID INFLATION FOR KEEL

TRIAD MARINE AND INDUSTRIAL

Invoice #: 330755

P.O. #: 228079

526856

1,300.00

FREIGHT/DELIVERY

SEVEN C'S MARINE, INC.

Invoice #: 330819

P.O. #: 228077

526922

3,868.42

AS PER BIDS RECIEVED ON 04/18/2022 PLEASE SEE ATTACHED FOR (2) YAMAHA F40LEHA,
LONG SHAFT, TILLER STEER, ELECTRIC START W/HOSE AND FITTING. (2) BATTERY AND
BATTERY BOX, AND (2) ALUMINUM PROP**91625 FIRE STATION #9****5,044.15**

GOLDIN METALS, INC

Invoice #: 331454

P.O. #: 228178

527566

520.78

GLUM PANELS 38" FOR FIRE STATION 9

GOLDIN METALS, INC

Invoice #: 331454

P.O. #: 228178

527566

744.22

RED PANELS 38"

GOLDIN METALS, INC				
Invoice #:	331454	P.O. #:	228178	527566
				39.89
#26 RAKE & CORNER				
GOLDIN METALS, INC				
Invoice #:	331454	P.O. #:	228178	527566
				91.36
#24 GABLE START				
GOLDIN METALS, INC				
Invoice #:	331454	P.O. #:	228178	527566
				30.24
#27 INSIDE CORNER				
GOLDIN METALS, INC				
Invoice #:	331454	P.O. #:	228178	527566
				63.57
#12 TRANSITION FLASH				
GOLDIN METALS, INC				
Invoice #:	331454	P.O. #:	228178	527566
				563.81
PULIN ZEE 8"				
GOLDIN METALS, INC				
Invoice #:	331454	P.O. #:	228178	527566
				326.95
BASE ANGLE 4 X 2				
GOLDIN METALS, INC				
Invoice #:	331454	P.O. #:	228178	527566
				109.29
METAL FRAME SCREWS				
GOLDIN METALS, INC				
Invoice #:	331454	P.O. #:	228178	527566
				91.07
ZAC LAP SCREWS				
GOLDIN METALS, INC				
Invoice #:	331454	P.O. #:	228178	527566
				18.21
PACKAGING				
GOLDIN METALS, INC				
Invoice #:	331454	P.O. #:	228178	527566
				837.83
INSULATION REINFORCED 3" 6 X 104				
GOLDIN METALS, INC				
Invoice #:	331454	P.O. #:	228178	527566
				336.95
PACKING PRICE FOR EAVE STRUT AND LOW END				
GOLDIN METALS, INC				
Invoice #:	331455	P.O. #:	228178	527567
				51.05
GLUM PANELS 38" FOR FIRE STATION 9				
GOLDIN METALS, INC				
Invoice #:	331455	P.O. #:	228178	527567
				72.96
RED PANELS 38"				

GOLDIN METALS, INC			
Invoice #:	331455	P.O. #:	228178
			527567
			3.91
#26 RAKE & CORNER			
GOLDIN METALS, INC			
Invoice #:	331455	P.O. #:	228178
			527567
			8.96
#24 GABLE START			
GOLDIN METALS, INC			
Invoice #:	331455	P.O. #:	228178
			527567
			2.96
#27 INSIDE CORNER			
GOLDIN METALS, INC			
Invoice #:	331455	P.O. #:	228178
			527567
			6.23
#12 TRANSITION FLASH			
GOLDIN METALS, INC			
Invoice #:	331455	P.O. #:	228178
			527567
			55.27
PULIN ZEE 8"			
GOLDIN METALS, INC			
Invoice #:	331455	P.O. #:	228178
			527567
			32.05
BASE ANGLE 4 X 2			
GOLDIN METALS, INC			
Invoice #:	331455	P.O. #:	228178
			527567
			10.71
METAL FRAME SCREWS			
GOLDIN METALS, INC			
Invoice #:	331455	P.O. #:	228178
			527567
			8.93
ZAC LAP SCREWS			
GOLDIN METALS, INC			
Invoice #:	331455	P.O. #:	228178
			527567
			1.79
PACKAGING			
GOLDIN METALS, INC			
Invoice #:	331455	P.O. #:	228178
			527567
			82.13
INSULATION REINFORCED 3" 6 X 104			
GOLDIN METALS, INC			
Invoice #:	331455	P.O. #:	228178
			527567
			33.03
PACKING PRICE FOR EAVE STRUT AND LOW END			
ISCO METALS & SUPPLY			
Invoice #:	331460	P.O. #:	228413
			527572
			900.00
W810 ST WF BEAM 10 X 40'			

630300 MACHINERY 81,133.14

22027 81,133.14

SEAL ELECTRICAL INC			
Invoice #:	331328	P.O. #:	228460
			527437
			61,500.00
GENERATOR FOR STATION 1			
SEAL ELECTRICAL INC			
Invoice #:	331329	P.O. #:	228460
			527438
			6,544.38
GENERATOR FOR STATION 2			
SEAL ELECTRICAL INC			
Invoice #:	331330	P.O. #:	228460
			527439
			6,544.38
GENERATOR FOR STATION 5			
SEAL ELECTRICAL INC			
Invoice #:	331331	P.O. #:	228460
			527440
			6,544.38
GENERATOR FOR STATION 8			

311 Streets and Drainage Maintenance 19,069.98

610700 OPERATING SUPPLIES 2,894.35

LOWES OF GULFPORT MS 466			
Invoice #:	331262	P.O. #:	228038
			527368
			2,763.20
RESTOCK INVENTORY -- ITEM #940: 1" X 4" X 8' LUMBER (UNTREATED)			

CORNETT BOLT & SCREW, INC			
Invoice #:	331388	P.O. #:	226237
			527500
			75.11
BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)			

CORNETT BOLT & SCREW, INC			
Invoice #:	331389	P.O. #:	226237
			527501
			3.72
BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)			

CORNETT BOLT & SCREW, INC			
Invoice #:	331390	P.O. #:	226237
			527502
			48.59
BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)			

CORNETT BOLT & SCREW, INC			
Invoice #:	331391	P.O. #:	226237
			527503
			3.73
BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)			

611000 BLDG MATERIALS AND SUPPLIES 290.94

NECAISE LOCKSMITH SERVICE INC			
Invoice #:	331397	P.O. #:	226267
			527509
			105.25
BLANKET PO FOR LOCK REPAIRS/PURCHASES/SERVICES TO BE USED ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 - ESTIMATED PERIOD: NOVEMBER 2021 - SEPTEMBER 2022			

NECAISE LOCKSMITH SERVICE INC			
Invoice #:	331398	P.O. #:	226267
			527510
			30.49
BLANKET PO FOR LOCK REPAIRS/PURCHASES/SERVICES TO BE USED ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 - ESTIMATED PERIOD: NOVEMBER 2021 - SEPTEMBER 2022			

FASTENAL**Invoice #:** 331403**P.O. #:** 227608

527515

155.20

BRAILLE EXIT SIGNS IN LOBBY AND CONFERENCE ROOM FOR ADA COMPLIANCE -- ITEM
#1026142: 70115 2"H X 8"W NO GLARE RIGID PLASTIC WHITE/BLACK EXIT BRAILLE ADA SIGN

613700 CHEMICALS**5,324.57****MOMAR INC****Invoice #:** 331261**P.O. #:** 228139

527367

5,324.57

AS PER BIDS RECEIVED 4/20/22 -- RESTOCK INVENTORY -- GRAPE INDUSTRIAL DEGREASER
(275 GAL TOTE)

614000 GASOLINE, OIL, GREASE**2,199.08****FLEETCOR TECHNOLOGIES****Invoice #:** 331573**P.O. #:** MANUAL

527686

819.06

FLEETCOR TECHNOLOGIES**Invoice #:** 331574**P.O. #:** MANUAL

527687

502.99

FLEETCOR TECHNOLOGIES**Invoice #:** 331575**P.O. #:** MANUAL

527688

877.03

614600 STORM DRAIN PIPES**1,027.50****FERGUSON US HOLDINGS, INC.****Invoice #:** 331265**P.O. #:** 228090

527371

685.00

RESTOCK INVENTORY -- ITEM #PSHYD5GALFAS: HYDRA PLUG CEMENT, FAST 50# PAIL, RED

FERGUSON US HOLDINGS, INC.**Invoice #:** 331266**P.O. #:** 228090

527372

342.50

RESTOCK INVENTORY -- ITEM #PSHYD5GALFAS: HYDRA PLUG CEMENT, FAST 50# PAIL, RED

620900 CONTRACTUAL FEES**2,730.00****NECAISE LOCKSMITH SERVICE INC****Invoice #:** 331263**P.O. #:** 228134

527369

265.00

DOOR REPAIRS ON NORTHEAST EXTERIOR DOOR AT HEWES AVENUE PUBLIC WORKS
BUILDING -- HEAVY DUTY YALE DOOR CLOSURE WITH HEAD

NECAISE LOCKSMITH SERVICE INC**Invoice #:** 331263**P.O. #:** 228134

527369

25.00

MENDING PLATE

NECAISE LOCKSMITH SERVICE INC**Invoice #:** 331263**P.O. #:** 228134

527369

65.00

SERVICE CALL

NECAISE LOCKSMITH SERVICE INC

Invoice #: 331263

P.O. #: 228134

527369

105.00

LABOR

BONDS SERVICES, INC

Invoice #: 331438

P.O. #: 228510

527550

2,250.00

JANITORIAL SERVICES FOR MAY

ALL SAFE TECHNOLOGIES LLC

Invoice #: 331860

P.O. #: MANUAL

528036

20.00

626001 TELEPHONE**4,308.23**

CABLE ONE

Invoice #: 331371

P.O. #: MANUAL

527483

1,750.00

AT&T MOBILITY II LLC

Invoice #: 331482

P.O. #: MANUAL

527594

1,486.82

A T & T

Invoice #: 331906

P.O. #: MANUAL

528086

1,071.41

626002 ELECTRIC**51.14**

COAST ELECTRIC POWER ASSOC

Invoice #: 331770

P.O. #: MANUAL

527883

51.14

626003 WATER**146.80**

CITY OF GULFPORT

Invoice #: 331700

P.O. #: MANUAL

527813

85.46

CITY OF GULFPORT

Invoice #: 331702

P.O. #: MANUAL

527815

37.70

CITY OF GULFPORT

Invoice #: 331703

P.O. #: MANUAL

527816

23.64

626004 GAS**97.37**

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 331734	P.O. #: MANUAL	527847	30.44
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 331746	P.O. #: MANUAL	527859	37.50
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 331749	P.O. #: MANUAL	527862	29.43
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315	Traffic Control	39,901.42
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610700	OPERATING SUPPLIES	170.79
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CORNETT BOLT & SCREW, INC

Invoice #: 331388	P.O. #: 226237	527500	75.10
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BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)

CORNETT BOLT & SCREW, INC

Invoice #: 331389	P.O. #: 226237	527501	3.72
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BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)

CORNETT BOLT & SCREW, INC

Invoice #: 331390	P.O. #: 226237	527502	48.59
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BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)

CORNETT BOLT & SCREW, INC

Invoice #: 331391	P.O. #: 226237	527503	3.73
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BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)

CHANCELLOR SUPPLY, INC

Invoice #: 331392	P.O. #: 225425	527504	39.65
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BLANKET PO FOR VARIOUS TRAFFIC DIVISION SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (OCTOBER 2021 - SEPTEMBER 2022 EST)

615500	TRAFFIC CONTROL	2,173.18
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LMR HARDWARE

Invoice #: 331393	P.O. #: 226621	527505	14.98
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BLANKET PO FOR MISCELLANEOUS PARTS/ITEMS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (EST TIME PERIOD DEC 21 - SEPT 22)

VULCAN INC

Invoice #: 331402	P.O. #: 228208	527514	250.80
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SIGN SHOP STOCK -- ITEM #013824: AVERY TRAFFICJET FLUSH 950ML

VULCAN INC

Invoice #: 331402	P.O. #: 228208	527514	357.76
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ITEM #013816: AVERY TJ07 TRAFFICJET GREEN 950ML

VULCAN INC

Invoice #: 331402

P.O. #: 228208

527514

357.76

ITEM #013814: AVERY TJ03 TRAFFICJET BLACK 950ML

VULCAN INC

Invoice #: 331402

P.O. #: 228208

527514

357.76

ITEM #013819: AVERY ECO ULTRA INK CYAN 950ML

VULCAN INC

Invoice #: 331402

P.O. #: 228208

527514

357.76

ITEM #013808: AVERY TJ01 TRAFFICJET YELLOW 950ML

VULCAN INC

Invoice #: 331402

P.O. #: 228208

527514

357.76

ITEM #013815: AVERY TJ05 TRAFFICJET BLUE 950ML

VULCAN INC

Invoice #: 331402

P.O. #: 228208

527514

118.60

ITEM #019659: AVERY LINT FREE SWABS (25/PACK)

615700 TRAFFIC STRIPING SUPPLIES**507.45**

GLEEM PAINT CENTER

Invoice #: 331259

P.O. #: 228375

527365

507.45

LAY OUT PAINT FOR STRIPING -- TRAFFIC MARKING PAINT, 18 OZ CAN

630100 CAPITAL OUTLAY**37,050.00**

CUBIC ITS, INC

Invoice #: 331264

P.O. #: 228236

527370

310.00

AS PER MS STATE CONTRACT 8200057070 -- FOR 2 NEW VEHICLE DETECTION SYSTEMS --
ITEM #GS-3-CBL: 84" CABLE BRACKET

CUBIC ITS, INC

Invoice #: 331264

P.O. #: 228236

527370

20,290.00

ITEM #GS-3-GS2: GRIDSMART GS2 PROCESSOR

CUBIC ITS, INC

Invoice #: 331264

P.O. #: 228236

527370

70.00

ITEM #GS2-TS1-OPT: GS2 PROCESSOR TS1 MODULE

CUBIC ITS, INC

Invoice #: 331264

P.O. #: 228236

527370

8,800.00

ITEM #GS-3-PFM+: PERFORMANCE PLUS MODULE

CUBIC ITS, INC

Invoice #: 331264

P.O. #: 228236

527370

6,900.00

ITEM #GS-3-SMK: SMARTMOUNT BELL CAMERA

CUBIC ITS, INC

Invoice #: 331264

P.O. #: 228236

527370

680.00

ITEM #GS-3-TS1: TS1 INTERFACE CABLE

325 Engineering

120,592.77

614000 GASOLINE, OIL, GREASE

325.65

FLEETCOR TECHNOLOGIES

Invoice #: 331577

P.O. #: MANUAL

527690

81.41

FLEETCOR TECHNOLOGIES

Invoice #: 331578

P.O. #: MANUAL

527691

92.44

FLEETCOR TECHNOLOGIES

Invoice #: 331579

P.O. #: MANUAL

527692

151.80

625100 STREETS AND TRAFFIC LIGHTING

120,267.12

COAST ELECTRIC POWER ASSOC

Invoice #: 331753

P.O. #: MANUAL

527866

49.10

COAST ELECTRIC POWER ASSOC

Invoice #: 331754

P.O. #: MANUAL

527867

59.76

COAST ELECTRIC POWER ASSOC

Invoice #: 331757

P.O. #: MANUAL

527870

79.08

COAST ELECTRIC POWER ASSOC

Invoice #: 331761

P.O. #: MANUAL

527874

47.21

COAST ELECTRIC POWER ASSOC

Invoice #: 331762

P.O. #: MANUAL

527875

43.66

COAST ELECTRIC POWER ASSOC

Invoice #: 331763

P.O. #: MANUAL

527876

43.75

COAST ELECTRIC POWER ASSOC

Invoice #: 331764

P.O. #: MANUAL

527877

54.60

COAST ELECTRIC POWER ASSOC			
Invoice #:	331765	P.O. #:	MANUAL 527878 45.43
COAST ELECTRIC POWER ASSOC			
Invoice #:	331766	P.O. #:	MANUAL 527879 42.78
COAST ELECTRIC POWER ASSOC			
Invoice #:	331771	P.O. #:	MANUAL 527884 54.38
COAST ELECTRIC POWER ASSOC			
Invoice #:	331774	P.O. #:	MANUAL 527887 66.18
MS POWER COMPANY			
Invoice #:	331821	P.O. #:	MANUAL 527998 55.31
MS POWER COMPANY			
Invoice #:	331823	P.O. #:	MANUAL 528000 33.84
MS POWER COMPANY			
Invoice #:	331824	P.O. #:	MANUAL 528001 143.64
MS POWER COMPANY			
Invoice #:	331826	P.O. #:	MANUAL 528003 191.23
MS POWER COMPANY			
Invoice #:	331828	P.O. #:	MANUAL 528005 88,560.65
MS POWER COMPANY			
Invoice #:	331832	P.O. #:	MANUAL 528009 6,449.94
MS POWER COMPANY			
Invoice #:	331833	P.O. #:	MANUAL 528010 7,856.95
MS POWER COMPANY			
Invoice #:	331910	P.O. #:	MANUAL 528090 10,281.36
MS POWER COMPANY			
Invoice #:	331911	P.O. #:	MANUAL 528091 856.96

MS POWER COMPANY

Invoice #: 331912

P.O. #: MANUAL

528092

5,251.31

364	Funds		77,400.51
640200	CAP PRJ - ENGINEERING		77,400.51
02807			77,400.51
NEEL SCHAFER INC			
Invoice #:	331898	P.O. #:	220342
			528078
			77,400.51
AS PER COUNCIL APPROVAL ON 08/27/2021 BUILD GRANT - INTERCONNECTING GULFPORT SUPPLEMENTAL AGREEMENT NO. 2			

365	Funds		19,350.13
640200	CAP PRJ - ENGINEERING		19,350.13
02807			19,350.13
NEEL SCHAFER INC			
Invoice #:	331898	P.O. #:	220342
			528078
			19,350.13
AS PER COUNCIL APPROVAL ON 08/27/2021 BUILD GRANT - INTERCONNECTING GULFPORT SUPPLEMENTAL AGREEMENT NO. 2			

411	Leisure Services		207,777.76
610100	CLEANING AND JANITORIAL		909.58
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330951	P.O. #:	228328
			527056
			105.98
DOOR MAT FOR LS ADMIN BLDG			
ULINE, INC.			
Invoice #:	330959	P.O. #:	227830
			527064
			194.46
TRASH LINERS FOR LEISURE SERVICES DEPT			
ULINE, INC.			
Invoice #:	330959	P.O. #:	227830
			527064
			32.10
CORLESS TRASH LINERS			
ULINE, INC.			
Invoice #:	330959	P.O. #:	227830
			527064
			86.09
STORAGE FILE BOX			
ULINE, INC.			
Invoice #:	330959	P.O. #:	227830
			527064
			22.66
STAINLESS STEEL CLEANER WIPES			

ULINE, INC.			
Invoice #:	330959	P.O. #:	227830
		527064	48.14
DRAWSTRING TRASH BAGS			
ULINE, INC.			
Invoice #:	330959	P.O. #:	227830
		527064	50.98
OFFICE TRASH CAN			
ULINE, INC.			
Invoice #:	330959	P.O. #:	227830
		527064	283.19
STEP ON TRASH CAN			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	331466	P.O. #:	228268
		527578	85.98
SOAP FOR ORANGE GROVE COMMUNITY CENTER			
610400	OFFICE SUPPLIES		441.52
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330951	P.O. #:	228328
		527056	34.98
LETTER TRAY FOR OFFICE MANAGER			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330951	P.O. #:	228328
		527056	14.98
CABLE CORD FOR RECEPTION DESK			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330951	P.O. #:	228328
		527056	9.98
MOUSEPAD FOR RECEPTION DESK			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330951	P.O. #:	228328
		527056	14.80
WIRELESS MOUSE FOR RECEPTION DESK			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330951	P.O. #:	228328
		527056	86.98
CHAIRMAT FOR RECEPTION DESK			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	330951	P.O. #:	228328
		527056	39.80
TRASH CAN FOR LS ADMIN BLDG			
SCRIBBLE SOFTWARE, INC.			
Invoice #:	331301	P.O. #:	228448
		527408	240.00
PREMIER SUPPORT PLAN FOR QUICKBOOKS FOR MARINA			
610700	OPERATING SUPPLIES		5,545.56

CINTAS CORPORATION NO 2

Invoice #: 330924 **P.O. #:** 227230 527028 31.84

OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS

CINTAS CORPORATION NO 2

Invoice #: 330943 **P.O. #:** 227230 527048 33.80

OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS

CINTAS CORPORATION NO 2

Invoice #: 330945 **P.O. #:** 227230 527050 4.88

OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS

CINTAS CORPORATION NO 2

Invoice #: 330947 **P.O. #:** 227230 527052 4.88

OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS

ULINE, INC.

Invoice #: 330959 **P.O. #:** 227830 527064 60.42

3 DRAWER CART

COAST COCA COLA BOTTLING CO A

Invoice #: 331234 **P.O. #:** 228423 527340 336.00

WATER FOR BEAUTIFICATION AND SPORTSLEX DIVISIONS

CINTAS CORPORATION NO 2

Invoice #: 331246 **P.O. #:** 227230 527352 19.26

OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS

DIBS CHEMICAL & SUPPLY CO

Invoice #: 331250 **P.O. #:** 228325 527356 470.20

MURIATIC ACID FOR FRANCIS COLLINS POOL

DIBS CHEMICAL & SUPPLY CO

Invoice #: 331251 **P.O. #:** 228325 527357 242.96

CALCIUM HYPOCHLORITE 100# GRANULAR CAL-HYPO REFRESH FOR FRANCIS COLLINS POOL

DIBS CHEMICAL & SUPPLY CO

Invoice #: 331251 **P.O. #:** 228325 527357 32.24

CALCIUM CHLORIDE FLAKE FOR 25LB FOR FRANCIS COLLINS POOL

CORNETT BOLT & SCREW, INC

Invoice #: 331400 **P.O. #:** 225304 527512 131.84

OPEN P/O FOR NUTS BOLTS ETC AS NEEDED

CINTAS CORPORATION NO 2

Invoice #: 331434 **P.O. #:** 227230 527546 13.67

OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS

CINTAS CORPORATION NO 2

Invoice #: 331435 **P.O. #:** 227230 527547 65.56

OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS

CINTAS CORPORATION NO 2

Invoice #: 331436	P.O. #: 227230	527548	27.52
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OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS

ALL SIGNS INC

Invoice #: 331463	P.O. #: 227846	527575	4,070.49
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48 X 96 SINGLE SIDED CUSTOM FLAT STOCK PRINT MAX METAL 3MM WHITE FOR SPORTSPLEX

611000	BLDG MATERIALS AND SUPPLIES	9,467.06
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HOME DEPOT CREDIT SERVICE

Invoice #: 330919	P.O. #: 225296	527023	59.96
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OPEN P/O FOR HARDWARE ITEMS ETC FOR REPAIRS, PROJECTS

LOWES OF GULFPORT MS 466

Invoice #: 330920	P.O. #: 226709	527024	176.40
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OPEN P/O FOR HARDWARE ITEMS AS NEEDED LEAISURE SERVICES

LOWES OF GULFPORT MS 466

Invoice #: 330921	P.O. #: 226709	527025	24.15
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OPEN P/O FOR HARDWARE ITEMS AS NEEDED LEAISURE SERVICES

LOWES OF GULFPORT MS 466

Invoice #: 330922	P.O. #: 226709	527026	71.91
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OPEN P/O FOR HARDWARE ITEMS AS NEEDED LEAISURE SERVICES

WEAVER ELECTRIC INC

Invoice #: 330931	P.O. #: 227842	527036	2,600.00
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MATERIALS

MAYER ELECTRIC SUPPLY

Invoice #: 330944	P.O. #: 225307	527049	625.32
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OPEN P/O FOR ELECTRICAL MATERIALS AS NEEDED FOR REAPIRS AND STOCK ON HAND

LOWES OF GULFPORT MS 466

Invoice #: 330948	P.O. #: 226709	527053	58.18
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OPEN P/O FOR HARDWARE ITEMS AS NEEDED LEAISURE SERVICES

HOME DEPOT CREDIT SERVICE

Invoice #: 331401	P.O. #: 225296	527513	23.34
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OPEN P/O FOR HARDWARE ITEMS ETC FOR REPAIRS, PROJECTS

MAYER ELECTRIC SUPPLY

Invoice #: 331446	P.O. #: 225307	527558	67.44
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OPEN P/O FOR ELECTRICAL MATERIALS AS NEEDED FOR REAPIRS AND STOCK ON HAND

NECAISE LOCKSMITH SERVICE INC

Invoice #: 331448	P.O. #: 227088	527560	507.88
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HEAD COVER FOR 7100 SERIES EXIT DEVICE

NECAISE LOCKSMITH SERVICE INC

Invoice #: 331448

P.O. #: 227088

527560

168.12

END CAP COVER FOR 7100 SERIES EXIT DEVICE

INTERIOR/EXTERIOR BUILDING SUPPLY, INC

Invoice #: 331449

P.O. #: 228408

527561

199.36

CEILING TILES FOR GOLDIN SPORTS COMPLEX
2'X4'X1/2" GRIDSTONE

WEAVER ELECTRIC INC

Invoice #: 331467

P.O. #: 227623

527579

4,620.00

MATERIALS

WEAVER ELECTRIC INC

Invoice #: 331467

P.O. #: 227623

527579

40.00

MISC MATERIAL

BP INVESTMENTS LLC

Invoice #: 331468

P.O. #: 228410

527580

225.00

HEARTLAND D5 SOLID WHITE SOFFIT FOR GOLDIN

612200 REPAIRS AND MAINTENANCE**35,787.35**

GULF SOUTH ROOFING

Invoice #: 330925

P.O. #: 226706

527029

2,246.00

REPAIR ROOF AT GASTON POINT CENTER HURRICANE ZETA REPAIRS

GIBSON MAINTENANCE, LLC

Invoice #: 330926

P.O. #: 227696

527031

12.00

7.01A INSTALL DRYWALL LYMAN COMMUNITY CENTER KITCHEN AND MENS ROOM UNIT
PRICE CONTRACT

GIBSON MAINTENANCE, LLC

Invoice #: 330926

P.O. #: 227696

527031

120.00

FLOAT DRYWALL

GIBSON MAINTENANCE, LLC

Invoice #: 330926

P.O. #: 227696

527031

644.10

701B PAINT WALLS AND MENS ROOM CEILING

EAGLE SERVICES, INC.

Invoice #: 330929

P.O. #: 228329

527034

147.00

SERVICE TO CHECK AC AT BAYOU VIEW BALLFIELDS

WEAVER ELECTRIC INC

Invoice #: 330930

P.O. #: 227843

527035

10,930.34

MAN HOURS TO CHECK AND REPAIR LIGHTS ON SOCCER FIELDS AT SPORTSPLEX UNIT
PRICE CONTRACT

WEAVER ELECTRIC INC

Invoice #: 330930

P.O. #: 227843

527035

4,269.66

EQUIPMENT

WEAVER ELECTRIC INC

Invoice #: 330931	P.O. #: 227842	527036	4,800.00
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MAN HOURS TO CHECK AND REPAIR LIGHTS ON BASEBALL / SOFTBALL FIELDS AT
SPORTSPLEX UNIT PRICE CONTRACT

WEAVER ELECTRIC INC

Invoice #: 330931	P.O. #: 227842	527036	2,500.00
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EQUIPMENT

WEAVER ELECTRIC INC

Invoice #: 330932	P.O. #: 228126	527037	400.00
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SERVICE CALL TO REPAIR DUMPSTER POLE LIGHT CIRCUIT

GIBSON MAINTENANCE, LLC

Invoice #: 330933	P.O. #: 227568	527038	640.00
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MAN HOURS TO REMOVE AND REPLACE DAMAGED SOFFIT AT GASTON POINT CENTER

GIBSON MAINTENANCE, LLC

Invoice #: 330933	P.O. #: 227568	527038	240.00
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LABOR TO PREP DOORS AND TRIM

GIBSON MAINTENANCE, LLC

Invoice #: 330933	P.O. #: 227568	527038	319.20
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701B UNIT PRICE CONTRACT PAINT DOORS

GIBSON MAINTENANCE, LLC

Invoice #: 330933	P.O. #: 227568	527038	96.00
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7.01C PAINT TRIM

ADOLPH BOURDIN INC

Invoice #: 330961	P.O. #: 228152	527066	202.00
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SERVICE CALL TO CHECK A/C AT SPORTSPLEX SOFTBALL CONCESSION STAND

MOONSHOT RECREATION, LLC

Invoice #: 330980	P.O. #: 225845	527085	849.00
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BUBBLE PNL DK MNT FOR 30TH STREET PLAYGROUND REPLACEMENT PARTS

MOONSHOT RECREATION, LLC

Invoice #: 330980	P.O. #: 225845	527085	50.00
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HDW PKG BIBBLE/WDO ATT

MOONSHOT RECREATION, LLC

Invoice #: 330980	P.O. #: 225845	527085	347.00
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DEEP BUBBLE COMPL W/HOLES

MOONSHOT RECREATION, LLC

Invoice #: 330980	P.O. #: 225845	527085	22.10
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TUBE 7/8 IOD X 1-11/16 IAL/PNT

MOONSHOT RECREATION, LLC

Invoice #: 330980	P.O. #: 225845	527085	48.00
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HDW DK MNT PNL-T DECK PB

MOONSHOT RECREATION, LLC			
Invoice #:	330980	P.O. #:	225845
		527085	1,910.00
STEP LADDER 40" DK DB			
MOONSHOT RECREATION, LLC			
Invoice #:	330980	P.O. #:	225845
		527085	280.00
HAMDHELD PNL PB			
MOONSHOT RECREATION, LLC			
Invoice #:	330980	P.O. #:	225845
		527085	10.10
BHCS 6LP 3/8 X 3-3/4 I SST			
MOONSHOT RECREATION, LLC			
Invoice #:	330980	P.O. #:	225845
		527085	22.10
TUBE 7/8 IOD X 1-11/16 I AL/PNT			
MOONSHOT RECREATION, LLC			
Invoice #:	330980	P.O. #:	225845
		527085	14.04
FLG NUT 6LP 3/8-165 SST			
MOONSHOT RECREATION, LLC			
Invoice #:	330980	P.O. #:	225845
		527085	7.00
BHCS 6LP 3/8X7X8I SST			
MOONSHOT RECREATION, LLC			
Invoice #:	330980	P.O. #:	225845
		527085	1.28
WASHER FLAT SAE 3/8I SST			
MOONSHOT RECREATION, LLC			
Invoice #:	330980	P.O. #:	225845
		527085	3.04
KEY HEX TTP 5/16I			
MOONSHOT RECREATION, LLC			
Invoice #:	330980	P.O. #:	225845
		527085	1.63
BIT HEX SOCKET TTP 5/16I			
SOUTHERN PIPE & SUPPLY CO			
Invoice #:	331439	P.O. #:	225416
		527551	378.20
OPEN P/O FOR PIPE ETC AS NEEDED FOR REPAIRS			
SOUTHERN PIPE & SUPPLY CO			
Invoice #:	331442	P.O. #:	225416
		527554	189.10
OPEN P/O FOR PIPE ETC AS NEEDED FOR REPAIRS			
NECAISE LOCKSMITH SERVICE INC			
Invoice #:	331447	P.O. #:	227852
		527559	15.00
YALE 2 3/4" LATCH FOR SPORTSPLEX LOCK REPLACEMENT			
NECAISE LOCKSMITH SERVICE INC			
Invoice #:	331447	P.O. #:	227852
		527559	190.00
YALE GRADE 1 ENTRY LOCK			

NECAISE LOCKSMITH SERVICE INC

Invoice #:	331447	P.O. #:	227852	527559	375.00
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YALE DORM/EXIT MORTISE LOCK

NECAISE LOCKSMITH SERVICE INC

Invoice #:	331447	P.O. #:	227852	527559	150.00
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LABOR TO INSTALL

NECAISE LOCKSMITH SERVICE INC

Invoice #:	331447	P.O. #:	227852	527559	65.00
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SERVICE CALL

STRUTHERS RECREATION LLC

Invoice #:	331450	P.O. #:	225394	527562	1,240.00
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90705 RIGHT 90704 LEFT CURVE SECTION WILDERSLIDE 28TH STREET PARK PLAYGROUND PARTS

STRUTHERS RECREATION LLC

Invoice #:	331450	P.O. #:	225394	527562	1,604.34
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90706 EXIT SECTION

STRUTHERS RECREATION LLC

Invoice #:	331450	P.O. #:	225394	527562	99.00
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12" PLAYGROUND BORDER

STRUTHERS RECREATION LLC

Invoice #:	331450	P.O. #:	225394	527562	350.12
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SURCHARGE

612500	UNIFORMS	1,542.86
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CINTAS CORP 240

Invoice #:	330977	P.O. #:	MANUAL	527082	7.52
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CINTAS CORP 240

Invoice #:	330982	P.O. #:	MANUAL	527087	34.65
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CINTAS CORP 240

Invoice #:	330983	P.O. #:	MANUAL	527088	104.33
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CINTAS CORP 240

Invoice #:	330984	P.O. #:	MANUAL	527089	34.65
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CINTAS CORP 240

Invoice #:	330985	P.O. #:	MANUAL	527090	65.30
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CINTAS CORP 240				
Invoice #:	330986	P.O. #:	MANUAL	527091
				34.65
CINTAS CORP 240				
Invoice #:	331288	P.O. #:	MANUAL	527395
				62.85
CINTAS CORP 240				
Invoice #:	331289	P.O. #:	MANUAL	527396
				62.85
CINTAS CORP 240				
Invoice #:	331290	P.O. #:	MANUAL	527397
				278.71
CINTAS CORP 240				
Invoice #:	331291	P.O. #:	MANUAL	527398
				278.71
CINTAS CORP 240				
Invoice #:	331292	P.O. #:	MANUAL	527399
				76.52
CINTAS CORP 240				
Invoice #:	331293	P.O. #:	MANUAL	527400
				76.52
CINTAS CORP 240				
Invoice #:	331489	P.O. #:	MANUAL	527601
				7.52
CINTAS CORP 240				
Invoice #:	331492	P.O. #:	MANUAL	527605
				76.52
CINTAS CORP 240				
Invoice #:	331493	P.O. #:	MANUAL	527606
				62.85
CINTAS CORP 240				
Invoice #:	331494	P.O. #:	MANUAL	527607
				278.71

613100	ATHLETIC PROGRAM SUPPLIES	1,261.58
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RINGSIDE INC			
Invoice #:	330957	P.O. #:	227089
			527062
			150.08
LEATHER JUMP ROPES FOR BOXING PROGRAM			

RINGSIDE INC				
Invoice #:	330957	P.O. #:	227089	
		527062	156.00	
MOLDED FOAM TRNG GLOVE				
RINGSIDE INC				
Invoice #:	330957	P.O. #:	227089	
		527062	260.00	
RINGSIDE GLOVE				
RINGSIDE INC				
Invoice #:	330957	P.O. #:	227089	
		527062	32.50	
SPEED BAG				
RINGSIDE INC				
Invoice #:	330957	P.O. #:	227089	
		527062	97.50	
SPARRING HEAD				
RINGSIDE INC				
Invoice #:	330957	P.O. #:	227089	
		527062	58.50	
PUNCH MITT				
RINGSIDE INC				
Invoice #:	330957	P.O. #:	227089	
		527062	351.00	
REVERSIBLE COMPITION OUTFIT				
RINGSIDE INC				
Invoice #:	330957	P.O. #:	227089	
		527062	156.00	
COMPITION OUTFIT XL XXL				
613400	RECREATIONAL PROGRAMS SUPPLIES			1,913.79
WASTE PRO OF MISSISSIPPI				
Invoice #:	331353	P.O. #:	228502	
		527463	38.15	
DELIVERY CHARGE FOR PORTALET FOR KATIE BOOTH EASTER HUNT				
WASTE PRO OF MISSISSIPPI				
Invoice #:	331353	P.O. #:	228502	
		527463	92.65	
MISC PORTALET CHARGE FOR KATIE BOOTH EASTER HUNT				
ALL SIGNS INC				
Invoice #:	331464	P.O. #:	228140	
		527576	405.00	
SPONSOR FLAGS FOR SPORTSPLEX				
DIANA PUNZO				
Invoice #:	331465	P.O. #:	228110	
		527577	190.00	
MESH BANNER INSTALL LABOR				
DIANA PUNZO				
Invoice #:	331465	P.O. #:	228110	
		527577	522.00	
4 MESH BANNERS FOR SPORTSPLEX				

ALL SIGNS INC

Invoice #: 331469

P.O. #: 228260

527581

665.99

SINGLE SIDED CUSTOM FLAT STOCK PRINT 48X96 3MM MAX METAL FOR MARBLE SLAB

614000 GASOLINE, OIL, GREASE 8,450.40

FLEETCOR TECHNOLOGIES

Invoice #: 331568

P.O. #: MANUAL

527681

80.36

FLEETCOR TECHNOLOGIES

Invoice #: 331569

P.O. #: MANUAL

527682

186.06

FLEETCOR TECHNOLOGIES

Invoice #: 331570

P.O. #: MANUAL

527683

313.21

FLEETCOR TECHNOLOGIES

Invoice #: 331571

P.O. #: MANUAL

527684

270.56

FLEETCOR TECHNOLOGIES

Invoice #: 331572

P.O. #: MANUAL

527685

178.26

FLEETCOR TECHNOLOGIES

Invoice #: 331583

P.O. #: MANUAL

527696

119.54

FLEETCOR TECHNOLOGIES

Invoice #: 331584

P.O. #: MANUAL

527697

180.90

FLEETCOR TECHNOLOGIES

Invoice #: 331585

P.O. #: MANUAL

527698

83.03

FLEETCOR TECHNOLOGIES

Invoice #: 331589

P.O. #: MANUAL

527702

119.63

FLEETCOR TECHNOLOGIES

Invoice #: 331590

P.O. #: MANUAL

527703

153.67

FLEETCOR TECHNOLOGIES

Invoice #: 331591

P.O. #: MANUAL

527704

112.28

FLEETCOR TECHNOLOGIES

Invoice #: 331592	P.O. #: MANUAL	527705	617.61
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FLEETCOR TECHNOLOGIES

Invoice #: 331593	P.O. #: MANUAL	527706	497.35
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FLEETCOR TECHNOLOGIES

Invoice #: 331594	P.O. #: MANUAL	527707	687.18
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EAGLE ENERGY INC.

Invoice #: 331838	P.O. #: 227755	527991	1,629.49
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DIESEL FOR SPORTSPLEX

EAGLE ENERGY INC.

Invoice #: 331839	P.O. #: 227755	528015	135.23
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DIESEL FUEL FOR GOLDIN SPORTS COMPLEX

EAGLE ENERGY INC.

Invoice #: 331839	P.O. #: 227755	528015	251.98
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DIESEL FOR SPORTSPLEX

EAGLE ENERGY INC.

Invoice #: 331840	P.O. #: 227756	528016	1,321.53
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NON ETHANOL UNLEADED FOR BEAUTIFICATION DEPT

EAGLE ENERGY INC.

Invoice #: 331841	P.O. #: 227756	528017	1,512.53
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DIESEL

614300	SHELLS, GRAVEL, SAND	36,000.00
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LAND SHAPER INC

Invoice #: 331406	P.O. #: 225880	527518	36,000.00
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MASON SAND FOR SPORTSPLEX MAINTENANCE DEPT BID GROUP C

620900	CONTRACTUAL FEES	33,182.02
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CABLE ONE

Invoice #: 330861	P.O. #: MANUAL	526966	300.00
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GIBSON MAINTENANCE, LLC

Invoice #: 330927	P.O. #: 227535	527032	5,772.20
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7.01B UNIT PRICE CONTRACT PAINT EXTERIOR AND INTERIOR WALLS AND INTERIOR CEILING AT GASTON HEWES CENTER

GIBSON MAINTENANCE, LLC

Invoice #: 330927 **P.O. #:** 227535 527032 320.00

MAN HOURS TO PRESSURE WASH EXTERIOR

GIBSON MAINTENANCE, LLC

Invoice #: 330928 **P.O. #:** 227631 527033 480.00

MAN HOURS TO REMOVE FLOORING IN TWO RESTROOMS AT FRANIS X COLLINS CENTER

GIBSON MAINTENANCE, LLC

Invoice #: 330928 **P.O. #:** 227631 527033 210.00

7.01F UNIT PRICE CONTRACT INSTALL GLUE DOWN FLOOR

GIBSON MAINTENANCE, LLC

Invoice #: 330928 **P.O. #:** 227631 527033 480.00

MAN HOURS TO PREP AREA FOR NEW FLOORING AND INSTALL QUARTER ROUND

TYREE A DAVIS

Invoice #: 331235 **P.O. #:** 225280 527341 2,340.00

AS PER BIDS RECEIVED 7/16/19 ONE YEAR EXTENSION 7/17/2021-7/16/22 GRASS CUTTING
CONTRACT C

TYREE A DAVIS

Invoice #: 331237 **P.O. #:** 225280 527343 2,340.00

AS PER BIDS RECEIVED 7/16/19 ONE YEAR EXTENSION 7/17/2021-7/16/22 GRASS CUTTING
CONTRACT C

TYREE A DAVIS

Invoice #: 331239 **P.O. #:** 225280 527345 2,340.00

AS PER BIDS RECEIVED 7/16/19 ONE YEAR EXTENSION 7/17/2021-7/16/22 GRASS CUTTING
CONTRACT C

TYREE A DAVIS

Invoice #: 331240 **P.O. #:** 225280 527346 2,250.00

AS PER BIDS RECEIVED 7/16/19 ONE YEAR EXTENSION 7/17/2021-7/16/22 GRASS CUTTING
CONTRACT C

TYREE A DAVIS

Invoice #: 331241 **P.O. #:** 228159 527347 50.00

REMAINDER OF FY 2022 CONTRACT D, OLIVET PARK

TYREE A DAVIS

Invoice #: 331241 **P.O. #:** 228159 527347 300.00

ORANGE GROVE CENTER / PARK

TYREE A DAVIS

Invoice #: 331241 **P.O. #:** 228159 527347 90.00

LYMAN CENTER

TYREE A DAVIS

Invoice #: 331241 **P.O. #:** 228159 527347 70.00

EAST NORTH GULFPORT PARK

KINGS SPRINKLER SYSTEMS INC

Invoice #: 331242 **P.O. #:** 225352 527348 3,701.00

AS PER BIDS RECEIVED 6/12/2019 ONE YEAR EXTENSION JULY 17 2021-JULY 16-2022 GRASS
CUTTING CONTRACT A EVERGREEN CEMETRY NORTH AND SOUTH AND HANDSBORO
CEMETERY

KINGS SPRINKLER SYSTEMS INC

Invoice #: 331242	P.O. #: 225352	527348	905.00
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CONTRACT F PARKS

WEAVER ELECTRIC INC

Invoice #: 331467	P.O. #: 227623	527579	4,800.00
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LABOR TO INSTALL 1 EXIT LIGHT REWORK SWITCHES REMOVE 8 CHANDELIERS RETRO 46
8" CAN LIGHTS TO LED COURTHOUSE RD BLDG**ANDREA MORGAN**

Invoice #: 331516	P.O. #: MANUAL	527629	245.00
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DEMITRIUS DOUGLAS

Invoice #: 331518	P.O. #: MANUAL	527631	75.00
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ERIC HILL

Invoice #: 331519	P.O. #: MANUAL	527632	450.00
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EULA R JOSEPH

Invoice #: 331521	P.O. #: MANUAL	527634	382.50
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GABRIEL MAKONNEN SHABAZZ

Invoice #: 331522	P.O. #: MANUAL	527635	510.00
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GARY E ALEXANDER

Invoice #: 331523	P.O. #: MANUAL	527636	375.00
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ISAIAH MORGAN

Invoice #: 331524	P.O. #: MANUAL	527637	262.50
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JOHN TUCKER

Invoice #: 331525	P.O. #: MANUAL	527638	330.00
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JULIUS BUCKHALTER

Invoice #: 331526	P.O. #: MANUAL	527639	320.00
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LINKTON LOCKETT III

Invoice #: 331527	P.O. #: MANUAL	527640	75.00
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MITCHEAL CLARK

Invoice #: 331528	P.O. #: MANUAL	527641	180.00
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SHEKIBA BROWN			
Invoice #: 331529	P.O. #: MANUAL	527642	80.00
RONALD SUTTON			
Invoice #: 331530	P.O. #: MANUAL	527643	515.00
YOLANDA GALLOWAY			
Invoice #: 331531	P.O. #: MANUAL	527644	472.50
CABLE ONE			
Invoice #: 331779	P.O. #: MANUAL	527932	55.00
CABLE ONE			
Invoice #: 331780	P.O. #: MANUAL	527933	80.00
CABLE ONE			
Invoice #: 331781	P.O. #: MANUAL	527934	65.50
CABLE ONE			
Invoice #: 331782	P.O. #: MANUAL	527935	55.00
CABLE ONE			
Invoice #: 331783	P.O. #: MANUAL	527936	60.00
CABLE ONE			
Invoice #: 331784	P.O. #: MANUAL	527937	55.00
CABLE ONE			
Invoice #: 331785	P.O. #: MANUAL	527938	55.00
CABLE ONE			
Invoice #: 331786	P.O. #: MANUAL	527939	258.43
CABLE ONE			
Invoice #: 331787	P.O. #: MANUAL	527940	300.00
CABLE ONE			
Invoice #: 331788	P.O. #: MANUAL	527941	55.00

CABLE ONE				
Invoice #:	331789	P.O. #:	MANUAL	527942
				70.00

ALL SAFE TECHNOLOGIES LLC				
Invoice #:	331851	P.O. #:	MANUAL	528027
				34.95

ALL SAFE TECHNOLOGIES LLC				
Invoice #:	331853	P.O. #:	MANUAL	528029
				48.45

ALL SAFE TECHNOLOGIES LLC				
Invoice #:	331856	P.O. #:	MANUAL	528032
				39.95

ALL SAFE TECHNOLOGIES LLC				
Invoice #:	331857	P.O. #:	MANUAL	528033
				69.95

ALL SAFE TECHNOLOGIES LLC				
Invoice #:	331858	P.O. #:	MANUAL	528034
				63.90

CABLE ONE				
Invoice #:	331915	P.O. #:	MANUAL	528095
				258.43

CABLE ONE				
Invoice #:	331919	P.O. #:	MANUAL	528099
				268.38

CABLE ONE				
Invoice #:	331921	P.O. #:	MANUAL	528101
				268.38

626001	TELEPHONE			1,181.71
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CELLULAR SOUTH, INC				
Invoice #:	331491	P.O. #:	MANUAL	527603
				35.00

CABLE ONE				
Invoice #:	331863	P.O. #:	MANUAL	528039
				1,146.71

626002	ELECTRIC			40,106.04
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COAST ELECTRIC POWER ASSOC			
Invoice #:	331769	P.O. #:	MANUAL
		527882	1,916.24
COAST ELECTRIC POWER ASSOC			
Invoice #:	331773	P.O. #:	MANUAL
		527886	64.92
MS POWER COMPANY			
Invoice #:	331818	P.O. #:	MANUAL
		527995	213.71
MS POWER COMPANY			
Invoice #:	331822	P.O. #:	MANUAL
		527999	45.26
MS POWER COMPANY			
Invoice #:	331830	P.O. #:	MANUAL
		528007	408.43
MS POWER COMPANY			
Invoice #:	331835	P.O. #:	MANUAL
		528012	4,549.59
MS POWER COMPANY			
Invoice #:	331836	P.O. #:	MANUAL
		528013	4,235.43
MS POWER COMPANY			
Invoice #:	331909	P.O. #:	MANUAL
		528089	10,300.28
MS POWER COMPANY			
Invoice #:	331913	P.O. #:	MANUAL
		528093	1,146.89
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	331925	P.O. #:	MANUAL
		528105	36.13
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	331926	P.O. #:	MANUAL
		528106	29.43
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	331932	P.O. #:	MANUAL
		528112	29.43
41135	GRASSLAWN		248.55

MS POWER COMPANY

Invoice #: 331819	P.O. #: MANUAL	527996	248.55
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41136	SPORTSPLEX		13,620.56
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COAST ELECTRIC POWER ASSOC

Invoice #: 331752	P.O. #: MANUAL	527865	276.75
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COAST ELECTRIC POWER ASSOC

Invoice #: 331758	P.O. #: MANUAL	527871	4,575.53
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COAST ELECTRIC POWER ASSOC

Invoice #: 331759	P.O. #: MANUAL	527872	2,660.30
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COAST ELECTRIC POWER ASSOC

Invoice #: 331760	P.O. #: MANUAL	527873	84.86
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COAST ELECTRIC POWER ASSOC

Invoice #: 331767	P.O. #: MANUAL	527880	39.15
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COAST ELECTRIC POWER ASSOC

Invoice #: 331768	P.O. #: MANUAL	527881	1,672.68
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COAST ELECTRIC POWER ASSOC

Invoice #: 331775	P.O. #: MANUAL	527888	4,311.29
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41138	GOLDIN SPORTSPLEX		3,261.19
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COAST ELECTRIC POWER ASSOC

Invoice #: 331755	P.O. #: MANUAL	527868	2,657.60
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COAST ELECTRIC POWER ASSOC

Invoice #: 331756	P.O. #: MANUAL	527869	603.59
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626003	WATER		18,530.98
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CITY OF GULFPORT

Invoice #: 331604	P.O. #: MANUAL	527717	3,802.70
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CITY OF GULFPORT				
Invoice #: 331605	P.O. #: MANUAL	527718		3,898.70
CITY OF GULFPORT				
Invoice #: 331606	P.O. #: MANUAL	527719		23.64
CITY OF GULFPORT				
Invoice #: 331607	P.O. #: MANUAL	527720		23.64
CITY OF GULFPORT				
Invoice #: 331608	P.O. #: MANUAL	527721		162.20
CITY OF GULFPORT				
Invoice #: 331609	P.O. #: MANUAL	527722		162.20
CITY OF GULFPORT				
Invoice #: 331614	P.O. #: MANUAL	527727		40.61
CITY OF GULFPORT				
Invoice #: 331615	P.O. #: MANUAL	527728		40.61
CITY OF GULFPORT				
Invoice #: 331616	P.O. #: MANUAL	527729		484.70
CITY OF GULFPORT				
Invoice #: 331617	P.O. #: MANUAL	527730		475.70
CITY OF GULFPORT				
Invoice #: 331618	P.O. #: MANUAL	527731		750.80
CITY OF GULFPORT				
Invoice #: 331619	P.O. #: MANUAL	527732		750.80
CITY OF GULFPORT				
Invoice #: 331621	P.O. #: MANUAL	527734		89.93
CITY OF GULFPORT				
Invoice #: 331622	P.O. #: MANUAL	527735		77.43

CITY OF GULFPORT			
Invoice #: 331623	P.O. #: MANUAL	527736	25.80
CITY OF GULFPORT			
Invoice #: 331624	P.O. #: MANUAL	527737	25.80
CITY OF GULFPORT			
Invoice #: 331625	P.O. #: MANUAL	527738	25.80
CITY OF GULFPORT			
Invoice #: 331626	P.O. #: MANUAL	527739	25.80
CITY OF GULFPORT			
Invoice #: 331627	P.O. #: MANUAL	527740	25.80
CITY OF GULFPORT			
Invoice #: 331628	P.O. #: MANUAL	527741	25.80
CITY OF GULFPORT			
Invoice #: 331629	P.O. #: MANUAL	527742	61.70
CITY OF GULFPORT			
Invoice #: 331630	P.O. #: MANUAL	527743	61.70
CITY OF GULFPORT			
Invoice #: 331631	P.O. #: MANUAL	527744	31.70
CITY OF GULFPORT			
Invoice #: 331632	P.O. #: MANUAL	527745	31.70
CITY OF GULFPORT			
Invoice #: 331633	P.O. #: MANUAL	527746	31.70
CITY OF GULFPORT			
Invoice #: 331634	P.O. #: MANUAL	527747	31.70
CITY OF GULFPORT			
Invoice #: 331635	P.O. #: MANUAL	527748	25.80

CITY OF GULFPORT			
Invoice #: 331636	P.O. #: MANUAL	527749	25.80
CITY OF GULFPORT			
Invoice #: 331637	P.O. #: MANUAL	527750	82.70
CITY OF GULFPORT			
Invoice #: 331638	P.O. #: MANUAL	527751	82.70
CITY OF GULFPORT			
Invoice #: 331639	P.O. #: MANUAL	527752	25.80
CITY OF GULFPORT			
Invoice #: 331640	P.O. #: MANUAL	527753	25.80
CITY OF GULFPORT			
Invoice #: 331641	P.O. #: MANUAL	527754	11.30
CITY OF GULFPORT			
Invoice #: 331642	P.O. #: MANUAL	527755	11.30
CITY OF GULFPORT			
Invoice #: 331643	P.O. #: MANUAL	527756	11.30
CITY OF GULFPORT			
Invoice #: 331644	P.O. #: MANUAL	527757	11.30
CITY OF GULFPORT			
Invoice #: 331645	P.O. #: MANUAL	527758	23.64
CITY OF GULFPORT			
Invoice #: 331646	P.O. #: MANUAL	527759	23.64
CITY OF GULFPORT			
Invoice #: 331647	P.O. #: MANUAL	527760	138.26
CITY OF GULFPORT			
Invoice #: 331648	P.O. #: MANUAL	527761	61.45

CITY OF GULFPORT Invoice #: 331651	P.O. #: MANUAL	527764	37.70
CITY OF GULFPORT Invoice #: 331652	P.O. #: MANUAL	527765	37.70
CITY OF GULFPORT Invoice #: 331653	P.O. #: MANUAL	527766	188.36
CITY OF GULFPORT Invoice #: 331654	P.O. #: MANUAL	527767	240.68
CITY OF GULFPORT Invoice #: 331655	P.O. #: MANUAL	527768	5.60
CITY OF GULFPORT Invoice #: 331656	P.O. #: MANUAL	527769	5.60
CITY OF GULFPORT Invoice #: 331657	P.O. #: MANUAL	527770	64.93
CITY OF GULFPORT Invoice #: 331658	P.O. #: MANUAL	527771	64.93
CITY OF GULFPORT Invoice #: 331661	P.O. #: MANUAL	527774	25.80
CITY OF GULFPORT Invoice #: 331662	P.O. #: MANUAL	527775	25.80
CITY OF GULFPORT Invoice #: 331663	P.O. #: MANUAL	527776	37.70
CITY OF GULFPORT Invoice #: 331664	P.O. #: MANUAL	527777	37.70
CITY OF GULFPORT Invoice #: 331665	P.O. #: MANUAL	527778	23.64

CITY OF GULFPORT			
Invoice #: 331666	P.O. #: MANUAL	527779	23.64
CITY OF GULFPORT			
Invoice #: 331667	P.O. #: MANUAL	527780	40.61
CITY OF GULFPORT			
Invoice #: 331668	P.O. #: MANUAL	527781	40.61
CITY OF GULFPORT			
Invoice #: 331669	P.O. #: MANUAL	527782	11.30
CITY OF GULFPORT			
Invoice #: 331670	P.O. #: MANUAL	527783	67.70
CITY OF GULFPORT			
Invoice #: 331674	P.O. #: MANUAL	527787	5.60
CITY OF GULFPORT			
Invoice #: 331675	P.O. #: MANUAL	527788	85.70
CITY OF GULFPORT			
Invoice #: 331676	P.O. #: MANUAL	527789	37.70
CITY OF GULFPORT			
Invoice #: 331677	P.O. #: MANUAL	527790	670.70
CITY OF GULFPORT			
Invoice #: 331682	P.O. #: MANUAL	527795	5.60
CITY OF GULFPORT			
Invoice #: 331683	P.O. #: MANUAL	527796	5.60
CITY OF GULFPORT			
Invoice #: 331687	P.O. #: MANUAL	527800	5.60
CITY OF GULFPORT			
Invoice #: 331688	P.O. #: MANUAL	527801	5.60

CITY OF GULFPORT Invoice #: 331689	P.O. #: MANUAL	527802	5.60
CITY OF GULFPORT Invoice #: 331690	P.O. #: MANUAL	527803	5.60
CITY OF GULFPORT Invoice #: 331691	P.O. #: MANUAL	527804	5.60
CITY OF GULFPORT Invoice #: 331692	P.O. #: MANUAL	527805	5.60
CITY OF GULFPORT Invoice #: 331698	P.O. #: MANUAL	527811	842.36
CITY OF GULFPORT Invoice #: 331701	P.O. #: MANUAL	527814	73.16
CITY OF GULFPORT Invoice #: 331705	P.O. #: MANUAL	527818	373.70
CITY OF GULFPORT Invoice #: 331706	P.O. #: MANUAL	527819	271.70
CITY OF GULFPORT Invoice #: 331708	P.O. #: MANUAL	527821	412.70
CITY OF GULFPORT Invoice #: 331709	P.O. #: MANUAL	527822	23.64
CITY OF GULFPORT Invoice #: 331712	P.O. #: MANUAL	527825	37.70
CITY OF GULFPORT Invoice #: 331713	P.O. #: MANUAL	527826	37.70
CITY OF GULFPORT Invoice #: 331714	P.O. #: MANUAL	527827	5.60

CITY OF GULFPORT				
Invoice #:	331717	P.O. #:	MANUAL	527830
				14.20
CITY OF GULFPORT				
Invoice #:	331718	P.O. #:	MANUAL	527831
				11.30
CITY OF GULFPORT				
Invoice #:	331719	P.O. #:	MANUAL	527832
				5.60
CITY OF GULFPORT				
Invoice #:	331720	P.O. #:	MANUAL	527833
				110.46
CITY OF GULFPORT				
Invoice #:	331723	P.O. #:	MANUAL	527836
				436.88
CITY OF GULFPORT				
Invoice #:	331724	P.O. #:	MANUAL	527837
				162.20
CITY OF GULFPORT				
Invoice #:	331731	P.O. #:	MANUAL	527844
				5.60
41130	GASTON POINT			579.26
CITY OF GULFPORT				
Invoice #:	331600	P.O. #:	MANUAL	527713
				127.43
CITY OF GULFPORT				
Invoice #:	331601	P.O. #:	MANUAL	527714
				127.43
CITY OF GULFPORT				
Invoice #:	331602	P.O. #:	MANUAL	527715
				162.20
CITY OF GULFPORT				
Invoice #:	331603	P.O. #:	MANUAL	527716
				162.20
41131	19TH ST COMMUNITY CENTER			127.43
CITY OF GULFPORT				
Invoice #:	331620	P.O. #:	MANUAL	527733
				127.43
41134	GASTON HEWES			220.92

CITY OF GULFPORT				
Invoice #:	331659	P.O. #:	MANUAL	527772
				110.46
CITY OF GULFPORT				
Invoice #:	331660	P.O. #:	MANUAL	527773
				110.46
41135	GRASSLAWN			110.46
CITY OF GULFPORT				
Invoice #:	331679	P.O. #:	MANUAL	527792
				110.46
41140	ORANGE GROVE COMMUNITY CENTER			346.97
CITY OF GULFPORT				
Invoice #:	331729	P.O. #:	MANUAL	527842
				167.80
CITY OF GULFPORT				
Invoice #:	331730	P.O. #:	MANUAL	527843
				179.17
41143	WESTSIDE COMMUNITY CENTER			324.40
CITY OF GULFPORT				
Invoice #:	331610	P.O. #:	MANUAL	527723
				162.20
CITY OF GULFPORT				
Invoice #:	331611	P.O. #:	MANUAL	527724
				162.20
41144	FITNESS CENTER			295.66
CITY OF GULFPORT				
Invoice #:	331715	P.O. #:	MANUAL	527828
				47.96
CITY OF GULFPORT				
Invoice #:	331716	P.O. #:	MANUAL	527829
				247.70
41145	KATIE BOOTH			127.43
CITY OF GULFPORT				
Invoice #:	331696	P.O. #:	MANUAL	527809
				127.43
626004	GAS			648.55

CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	331376	P.O. #:	MANUAL
		527488	17.24
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	331735	P.O. #:	MANUAL
		527848	29.43
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	331748	P.O. #:	MANUAL
		527861	287.28
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	331923	P.O. #:	MANUAL
		528103	30.44
41130	GASTON POINT		129.15
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	331741	P.O. #:	MANUAL
		527854	129.15
41131	19TH ST COMMUNITY CENTER		41.51
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	331742	P.O. #:	MANUAL
		527855	41.51
41133	HERBERT WILSON		46.55
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	331743	P.O. #:	MANUAL
		527856	46.55
41140	ORANGE GROVE COMMUNITY CENTER		31.49
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	331750	P.O. #:	MANUAL
		527863	31.49
41145	KATIE BOOTH		35.46
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	331744	P.O. #:	MANUAL
		527857	35.46
626700	RENTAL		1,000.00
MILNER RENTAL CENTER			
Invoice #:	331462	P.O. #:	228326
		527574	700.00
TENT RENTAL FOR SWAC TOURNAMENT AT SPORTSPLEX			

MILNER RENTAL CENTER

Invoice #: 331462

P.O. #: 228326

527574

300.00

TENT BARRELS RENTAL FOR SWAC TOURNAMENT FOR SPORTSPLEXQ

651400 LEASE PURCHASE 11,808.76

DEERE CREDIT INC

Invoice #: 331901

P.O. #: 226302

528081

4,508.67

AS PER COUNCIL APPROVAL 4/20/21, EQUIPMENT LEASE FOR SPORTSPLEX AND
BEAUTIFICATION DEPT 020-0058651-005

DEERE CREDIT INC

Invoice #: 331916

P.O. #: 226232

528096

5,740.15

EQUIPMENT LEASE FOR LEISURE SERVICES 020-0058651-0004 COUNCIL APPROVAL 12/18/20

DEERE CREDIT INC

Invoice #: 331917

P.O. #: 226301

528097

1,559.94

LEASE OF JOHN DEERE EQUIPMENT 020-0058651-003 UTILITY VEHICLE 4/15/20-4/15/23
COUNCIL APPROVAL 6/18/2019**412 Funds 7,690.91****627800 EVENT EXPENSES 7,690.91**

WASTE PRO OF MISSISSIPPI

Invoice #: 330747

P.O. #: 226879

526848

325.00

REGULAR, HANDICAP PORT-A-LETS AND HAND WASHING STATION FOR MAOVIE NIGHTS
APRIL 22, MAY 20, JUNE 17, JULY 15, AUGUST 19 COUNCIL APPROVAL 12/07/2021

SWANK MOTION PICTURES INC

Invoice #: 330807

P.O. #: 227072

526910

665.00

RAYA AND THE LAST DRAGON 5/20/22

SWANK MOTION PICTURES INC

Invoice #: 330807

P.O. #: 227072

526910

30.00

AVENGER ENDGAME 8/19/22

HELWICK ELECTRONICS

Invoice #: 330918

P.O. #: 228301

527022

24.00

A58WS-BLK, SHURE BLACK WINDSCREEN

HELWICK ELECTRONICS

Invoice #: 330918

P.O. #: 228301

527022

6.50

SHIPPING

GEORGE MCRAE PATTERSON JR

Invoice #: 331284

P.O. #: 227184

527390

500.00

DJ SERVICES FOR CINEMA BY THE SHORE APRIL 22, MAY 20, AUGUST 19 2022 COUNCIL
APPROVAL 12/07/2021

GOOD TIMES INC

Invoice #: 331363

P.O. #: 228352

527475

625.46

ITEM# 47201, AVENGER COLORING BOOKS - 2346859

GOOD TIMES INC

Invoice #: 331363	P.O. #: 228352	527475	28.05
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ONE TIME FEE

SOUTHERN PRINTING & SILK SCREENING

Invoice #: 331364	P.O. #: 228202	527476	2,878.80
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10' STANDARD TENT KIT W/FULL COLOR IMPRINT IN 2 LOCATIONS - 240612 EACH KID
INCLUDES 1 FRAME, 1 CANOPEY, 1 CARRY CASE, 4 GROUND STAKES AND 4 ROPES

DOWDY & DOWDY PARTNERSHIP

Invoice #: 331365	P.O. #: 227231	527477	240.00
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ADVERTISING FOR CINEMA BY THE SHORE WZKM RADIO

DOWDY & DOWDY PARTNERSHIP

Invoice #: 331366	P.O. #: 227231	527478	192.00
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ADVERTISING FOR CINEMA BY THE SHORE WZKM RADIO

RHODE ISLAND NOVELTY INC

Invoice #: 331404	P.O. #: 228365	527516	453.60
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SL-BENZM, 3.5" BENDABLE ZOMBIES, 36/18

RHODE ISLAND NOVELTY INC

Invoice #: 331404	P.O. #: 228365	527516	874.80
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BA-SQMON, 2" SQUEEZE MONSTER BALL 12/42

RHODE ISLAND NOVELTY INC

Invoice #: 331404	P.O. #: 228365	527516	355.20
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ZH-JACCO, 1.4" JACK-O-LANTERN COIL SPRINGS 48PCS/UNIT

GOOD TIMES INC

Invoice #: 331943	P.O. #: 228341	528123	412.50
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ATHLETIC SPORTS HEADBAND WITH CUSTOM INPRINT TIE, BLACK-HBFLD001, COLOR
HEADBAND, COLOR INPRINT, ONE COLOR

GOOD TIMES INC

Invoice #: 331943	P.O. #: 228341	528123	80.00
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ASI SET UP CHARGE

445	Joseph T Jones Memorial Park	62,239.30
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610700	OPERATING SUPPLIES	2,189.22
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ADOLPH BOURDIN INC

Invoice #: 330938	P.O. #: 227643	527043	1,800.00
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SERVICE CALL TO CHECK AND REPAIR HEATER AT HAVOR SERVICES BLDG

CINTAS CORPORATION NO 2

Invoice #: 330956	P.O. #: 225583	527061	53.76
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FIRST AID SUPPLIES FOR MARINA

CINTAS CORP 240

Invoice #: 330988	P.O. #: MANUAL	527093	35.35
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DS WATERS OF AMERICA INC

Invoice #: 331300	P.O. #: MANUAL	527407	59.41
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BAY ICE CO INC

Invoice #: 331443	P.O. #: 225573	527555	170.00
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ICE FOR MARINA

CINTAS CORP 240

Invoice #: 331868	P.O. #: MANUAL	528045	35.35
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CINTAS CORP 240

Invoice #: 331869	P.O. #: MANUAL	528046	35.35
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611000	BLDG MATERIALS AND SUPPLIES	86.31
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LOWES OF GULFPORT MS 466

Invoice #: 331440	P.O. #: 225558	527552	86.31
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OPEN P/O FOR HARDWARE MARINA

612200	REPAIRS AND MAINTENANCE	5,511.13
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ALL PHASE ELECTRIC SUPPLY CO INC

Invoice #: 330954	P.O. #: 225552	527059	675.00
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OPEN P/O FOR ELECTRICAL PARTS FOR MARINA

KENS HARDWARE & MARINE SUPPLY

Invoice #: 331441	P.O. #: 225568	527553	399.95
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OPEN P/O FOR MARINA SUPPLIES

JOANNE MCDONALD

Invoice #: 331445	P.O. #: 227733	527557	2,457.23
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35 FT ALUMINUM FLAG POLE WITH SATIN FINISH FOR MARINA

JOANNE MCDONALD

Invoice #: 331445	P.O. #: 227733	527557	31.80
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FLASH COLLAR

JOANNE MCDONALD

Invoice #: 331445	P.O. #: 227733	527557	790.17
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RENTAL OF LIFT

JOANNE MCDONALD

Invoice #: 331445	P.O. #: 227733	527557	1,011.80
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REFURBISH ABD STRAIGHTEN FIBERGLASS FLAG POLE

CORNETT BOLT & SCREW, INC

Invoice #: 331474

P.O. #: 225575

527586

145.18

OPEN P/O FOR NUTS BOLTS SCREWS ETC MARINA

614000 GASOLINE, OIL, GREASE 146.40

FLEETCOR TECHNOLOGIES

Invoice #: 331218

P.O. #: MANUAL

527324

13.45

FLEETCOR TECHNOLOGIES

Invoice #: 331552

P.O. #: MANUAL

527665

132.95

614100 FUEL FOR RETAIL 47,868.10

DAVISON FUELS & OIL LLC

Invoice #: 330936

P.O. #: MANUAL

527041

14,912.89

DAVISON FUELS & OIL LLC

Invoice #: 331864

P.O. #: MANUAL

528040

5,730.11

DAVISON FUELS & OIL LLC

Invoice #: 331865

P.O. #: MANUAL

528041

15,125.35

DAVISON FUELS & OIL LLC

Invoice #: 331866

P.O. #: MANUAL

528042

12,099.75

620900 CONTRACTUAL FEES 2,323.33

UNDERWATER BOAT SERVICING LLC

Invoice #: 330955

P.O. #: 227369

527060

1,894.55

REMOVE BARNACLES FROM LADDERS IN MARINA

UNDERWATER BOAT SERVICING LLC

Invoice #: 330955

P.O. #: 227369

527060

155.45

REMOVE BARNACLES FROM MARINA BOAT

CABLE ONE

Invoice #: 331372

P.O. #: MANUAL

527484

168.43

ALL SAFE TECHNOLOGIES LLC

Invoice #: 331848

P.O. #: MANUAL

528024

104.90

626001	TELEPHONE	945.19
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CABLE ONE			
Invoice #: 331299	P.O. #: MANUAL	527406	300.00
AT&T MOBILITY II LLC			
Invoice #: 331867	P.O. #: MANUAL	528044	645.19

626003	WATER	3,169.62
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CITY OF GULFPORT			
Invoice #: 330785	P.O. #: MANUAL	526888	37.70
CITY OF GULFPORT			
Invoice #: 330786	P.O. #: MANUAL	526889	43.70
CITY OF GULFPORT			
Invoice #: 330812	P.O. #: MANUAL	526915	515.36
CITY OF GULFPORT			
Invoice #: 330813	P.O. #: MANUAL	526916	47.96
CITY OF GULFPORT			
Invoice #: 330814	P.O. #: MANUAL	526917	2,524.90

511	Community Development Block Grant	23,920.00
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640100	CAP PRJ - CONSTRUCTION	23,920.00
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05909			23,920.00
GULF BREEZE LANDSCAPING LLC			
Invoice #: 330991	P.O. #: 227720	527096	8,820.00
25'8" X 25'8" CONCRETE SLAB FOR BASKETBALL COURT			
GULF BREEZE LANDSCAPING LLC			
Invoice #: 330992	P.O. #: 227254	527097	8,550.00
CONCRETE SIDEWALK			
GULF BREEZE LANDSCAPING LLC			
Invoice #: 330992	P.O. #: 227254	527097	3,000.00
#610 LIMESTONE BASE, COMPACTED IN PLACE			

GULF BREEZE LANDSCAPING LLC

Invoice #: 330992

P.O. #: 227254

527097

3,550.00

STORMWATER MANAGEMENT & EROSION CONTROL

611 Urban and Economic Development**21,578.73****610400 OFFICE SUPPLIES****779.16**

IMPERIAL BAG & PAPER, LLC

Invoice #: 330941

P.O. #: 228298

527046

15.33

TORK UNIV HAND ROLL TOWEL (SC) 8X350 NATURAL 1 2RLS/CASE(54)

IMPERIAL BAG & PAPER, LLC

Invoice #: 330941

P.O. #: 228298

527046

0.01

TORK JUMBO JRT TISSUE 9"(SC) 2PLY 3.6X1000' 12RLS/CASE(65)

IMPERIAL BAG & PAPER, LLC

Invoice #: 330941

P.O. #: 228298

527046

31.90

EC385812K 38X58 1.2MIL BLACK CAN LINER PITT 100/CS (9/99)

IMPERIAL BAG & PAPER, LLC

Invoice #: 330990

P.O. #: 228298

527095

23.91

TORK JUMBO JRT TISSUE 9"(SC) 2PLY 3.6X1000' 12RLS/CASE(65)

SUN COAST BUSINESS SUPPLY INC

Invoice #: 331805

P.O. #: 228525

527917

15.62

PIL31021: G2 PREMIUM GEL PEN, RETRACTABLE, FINE 0.7MM, BLUE INK, SMOKE BARREL, 12/PACK

SUN COAST BUSINESS SUPPLY INC

Invoice #: 331806

P.O. #: 228525

527918

605.25

SHREL1197PIII: EL1197PIII TWO-COLOR PRINTING DESKTOP CALCULATOR, BLACK/RED PRINT, 4.5 LINES/SEC

SUN COAST BUSINESS SUPPLY INC

Invoice #: 331806

P.O. #: 228525

527918

24.36

UNV35715: IMPACT & INKJET PRINT BOND PAPER ROLLS, 0.5" CORE, 2.25"X150FT, WHITE, 12/PACK

SUN COAST BUSINESS SUPPLY INC

Invoice #: 331806

P.O. #: 228525

527918

4.90

VCT7010: 7010 COMPATIBLE CALCULATOR RIBBON, BLACK/RED

SUN COAST BUSINESS SUPPLY INC

Invoice #: 331896

P.O. #: 228525

528075

57.88

UNV32660: LEATHER-LOOK PAD FOLIO, INSIDE FLAP POCKET W/ CARD HOLDER, BLACK

612500 UNIFORMS**50.98**

ALLISTONS

Invoice #: 331253

P.O. #: 228275

527359

18.99

SCREENPRINTING 3650 RED ACID WASH 1C DISTRESSED LOGO KAITLYN SIZE SMALL

ALLISTONS

Invoice #: 331253

P.O. #: 228275

527359

31.99

SCREENPRINTING 3901 MUAVE 1C DISTRESSED LOGO SIZE MEDIUM KAITLYN

614000 GASOLINE, OIL, GREASE 1,240.92

FLEETCOR TECHNOLOGIES

Invoice #: 331586

P.O. #: MANUAL

527699

522.54

FLEETCOR TECHNOLOGIES

Invoice #: 331587

P.O. #: MANUAL

527700

356.22

FLEETCOR TECHNOLOGIES

Invoice #: 331588

P.O. #: MANUAL

527701

362.16

620900 CONTRACTUAL FEES 800.00

BONDS SERVICES, INC

Invoice #: 331438

P.O. #: 228510

527550

800.00

JANITORIAL SERVICES FOR MAY

621700 MAINTENANCE CONTRACTS 868.30

SOUTH MS BUSINESS MACHINES INC

Invoice #: 331285

P.O. #: MANUAL

527391

475.00

SOUTH MS BUSINESS MACHINES INC

Invoice #: 331893

P.O. #: MANUAL

528072

261.34

SOUTH MS BUSINESS MACHINES INC

Invoice #: 331894

P.O. #: MANUAL

528073

131.96

622100 PROFESSIONAL FEES 964.06

NORMA JEAN SOROE

Invoice #: 330893

P.O. #: 225792

526997

565.00

ALL TRANSCRIPTS FROM PC MEETINGS, ZB MEETINGS, AND/OR CITY COUNCIL MEETINGS.

NORMA JEAN SOROE

Invoice #: 331340

P.O. #: 225792

527449

199.53

ALL TRANSCRIPTS FROM PC MEETINGS, ZB MEETINGS, AND/OR CITY COUNCIL MEETINGS.

NORMA JEAN SOROE

Invoice #: 331804

P.O. #: 225792

527916

199.53

ALL TRANSCRIPTS FROM PC MEETINGS, ZB MEETINGS, AND/OR CITY COUNCIL MEETINGS.

625500 LOT ASSESSMENTS 16,122.00

AMANDA J BULLOCK

Invoice #: 330828

P.O. #: 228349

526932

50.00

AMANDA BULLOCK, CONTRACT LABOR, ABSTRACT, 0711O-04-057.000, CASE: 9030

AMANDA J BULLOCK

Invoice #: 330828

P.O. #: 228349

526932

51.00

AMANDA BULLOCK, CONTRACT LABOR, ABSTRACT, 0711L-02-002.000, CASE: 9332

AMANDA J BULLOCK

Invoice #: 331244

P.O. #: 228421

527350

54.00

AMANDA BULLOCK, CONTRACT LABOR, ABSTRACT, 0811L-04-061.000, CASE: 9022

LILLIE MONROE

Invoice #: 331557

P.O. #: 228249

527670

15,967.00

0811L-04-061.000, LUU THOAMINH SERA TRUSTEE, LOT CLEAN UP, AWARDED 5-4-2022, CC,
CASE: 9022

625700 POSTAGE 73.63

DMS MAIL MANAGEMENT, INC.

Invoice #: 330745

P.O. #: 228171

526846

73.63

DMS MAIL MONTHLY SERVICE FEES

626001 TELEPHONE 545.80

AT&T MOBILITY II LLC

Invoice #: 331907

P.O. #: MANUAL

528087

545.80

626100 ADVERTISING 133.88

SIJ HOLDINGS, LLC

Invoice #: 331233

P.O. #: 226745

527339

101.12

JOURNALISTIC SERVICES TO INCLUDE PAGE CHARGES FOR PUBLICATION - CODE
ENFORCEMENT

SIJ HOLDINGS, LLC

Invoice #: 331475

P.O. #: 226744

527587

32.76

NEWSPAPER AND PUBLICATION ADVERTISING

701 Municipal Debt Service Fund 10,989.25

650400 INTEREST 10,989.25

TRUSTMARK NATIONAL BANK

Invoice #: 331394

P.O. #: MANUAL

527506

10,989.25

811 Water Billing**8,693.51****610100 CLEANING AND JANITORIAL****13.86**

COASTAL DUST CONTROL

Invoice #: 330810

P.O. #: MANUAL

526913

13.86

610400 OFFICE SUPPLIES**1,082.26**

GULF COAST BUSINESS SUPPLY CO

Invoice #: 330825

P.O. #: 228168

526929

0.06

UNV10210VP- MED BINDER CLIPS

GULF COAST BUSINESS SUPPLY CO

Invoice #: 330825

P.O. #: 228168

526929

15.64

UNV35851 WRITING PADS

GULF COAST BUSINESS SUPPLY CO

Invoice #: 330825

P.O. #: 228168

526929

17.64

MEA73065 NOTEBOOKS

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330826

P.O. #: 228276

526930

4.01

UNV 56051 COIL KEY RINGS

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330826

P.O. #: 228276

526930

447.90

UNV 35763 THERMAL RECPT 3.13X230 50/CARTON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330826

P.O. #: 228276

526930

10.43

UNV08866 YELLOW HIGHLIGHTERS

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330826

P.O. #: 228276

526930

221.90

UNV21200 COPY PAPER

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330826

P.O. #: 228276

526930

12.48

UNV35669 STICKY NOTES

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330826

P.O. #: 228276

526930

9.40

UNV07051 BLACK MARKERS

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330826

P.O. #: 228276

526930

8.95

UNV72220 JUMBO PAPER CLIPS

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330826

P.O. #: 228276

526930

81.85

FEL20000 COPY STAND

SUN COAST BUSINESS SUPPLY INC

Invoice #: 330826

P.O. #: 228276

526930

252.00

SRP120701 100 PER CASE

612500 UNIFORMS**113.96**

ALLISTONS

Invoice #: 331257

P.O. #: 228278

527363

19.99

ITEM# 8815, CORAL, WHITE LOGO, SIZE LX, SARA

ALLISTONS

Invoice #: 331257

P.O. #: 228278

527363

21.99

ITEM# 8821, DARK GREY HEATHER, 3 COLOR WHITE LOGO, SIZE LX, SARA

ALLISTONS

Invoice #: 331257

P.O. #: 228278

527363

24.99

ITEM# 8850, WHITE, 3 COLOR BLUE LOGO, SIZE 2XL, SARA

ALLISTONS

Invoice #: 331257

P.O. #: 228278

527363

46.99

ITEM# PRM2500Z-, BLACK, 3 COLOR WHITE LOGO, SIZE 2XL, SARA

620900 CONTRACTUAL FEES**7,319.84**

CLAYS PRINT SHOP INC

Invoice #: 330791

P.O. #: 227498

526894

1,600.00

160,000 PRINTED BACK OF BILL PAPER
LAST PURCHASED DEC 2021

HARRISON COUNTY EMERGENCY

Invoice #: 330863

P.O. #: MANUAL

526968

72.38

AMERICAN MUNICIPAL SERVICES

Invoice #: 330887

P.O. #: MANUAL

526991

514.20

DMS MAIL MANAGEMENT, INC.

Invoice #: 330894

P.O. #: 228359

526998

2,376.78

APRIL INV# 20227570-537

SPHERION STAFFING, LLC

Invoice #: 331339

P.O. #: MANUAL

527448

585.50

BONDS SERVICES, INC

Invoice #: 331437

P.O. #: 228510

527549

975.00

JANITORIAL SERVICES FOR MAY

SPHERION STAFFING, LLC

Invoice #: 331476

P.O. #: MANUAL

527588

588.00

SPHERION STAFFING, LLC

Invoice #: 331477

P.O. #: MANUAL

527589

588.00

ALL SAFE TECHNOLOGIES LLC

Invoice #: 331862

P.O. #: MANUAL

528038

19.98

625700 POSTAGE**1.39**

DMS MAIL MANAGEMENT, INC.

Invoice #: 330794

P.O. #: 228348

526897

1.39

APRIL DMS POSTAGE CHARGES

626003 WATER**162.20**

CITY OF GULFPORT

Invoice #: 330806

P.O. #: MANUAL

526909

162.20

815 Water Operations and Maintenance**92,495.39****610700 OPERATING SUPPLIES****120.00**

MS RURAL WATER ASSOC INC

Invoice #: 331273

P.O. #: 228008

527379

120.00

CONSUMER CONFIDENCE REPORT

611000 BLDG MATERIALS AND SUPPLIES**4,124.54**

MILLER ICE MACHINE CO

Invoice #: 331279

P.O. #: 228201

527385

3,799.54

IDT0450A: NEW ICE MACHINE

MILLER ICE MACHINE CO

Invoice #: 331279	P.O. #: 228201	527385	90.00
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INSTALLATION COST FOR NEW ICE MACHINE

MILLER ICE MACHINE CO

Invoice #: 331279	P.O. #: 228201	527385	100.00
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TOP MOLD KIT FOR QD1092N

MILLER ICE MACHINE CO

Invoice #: 331279	P.O. #: 228201	527385	135.00
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LABOR TO INSTALL TOP MOLD KIT

613700	CHEMICALS	4,599.00
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DPC ENTERPRISES LP

Invoice #: 331420	P.O. #: 226264	527532	766.50
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS

DPC ENTERPRISES LP

Invoice #: 331421	P.O. #: 226264	527533	638.75
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS

DPC ENTERPRISES LP

Invoice #: 331422	P.O. #: 226264	527534	638.75
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS

DPC ENTERPRISES LP

Invoice #: 331423	P.O. #: 226264	527535	255.50
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS

DPC ENTERPRISES LP

Invoice #: 331424	P.O. #: 226264	527536	383.25
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS

DPC ENTERPRISES LP

Invoice #: 331425	P.O. #: 226264	527537	383.25
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS

DPC ENTERPRISES LP

Invoice #: 331426	P.O. #: 226264	527538	383.25
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS

DPC ENTERPRISES LP

Invoice #: 331427	P.O. #: 226264	527539	383.25
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS

DPC ENTERPRISES LP

Invoice #: 331428	P.O. #: 226264	527540	766.50
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS

614000 GASOLINE, OIL, GREASE 445.07**FLEETCOR TECHNOLOGIES**

Invoice #: 331553	P.O. #: MANUAL	527666	164.60
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FLEETCOR TECHNOLOGIES

Invoice #: 331555	P.O. #: MANUAL	527668	55.75
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FLEETCOR TECHNOLOGIES

Invoice #: 331556	P.O. #: MANUAL	527669	224.72
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614300 SHELLS, GRAVEL, SAND 17,246.50**LAND SHAPER INC**

Invoice #: 331270	P.O. #: 228336	527376	4,125.00
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AS PER BID GROUP C APPROVED BY COUNCIL 12/8/2020 -- TO BE DELIVERED TO DEDEAUX ROAD COMMUNITY CENTER LAYDOWN YARD -- FILL SAND (DRY)

BAYOU CONCRETE, LLC

Invoice #: 331407	P.O. #: 225719	527519	346.50
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AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

BAYOU CONCRETE, LLC

Invoice #: 331408	P.O. #: 225719	527520	346.50
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AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

BAYOU CONCRETE, LLC

Invoice #: 331409	P.O. #: 225719	527521	346.50
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AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

BAYOU CONCRETE, LLC

Invoice #: 331410	P.O. #: 225719	527522	412.00
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AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

BAYOU CONCRETE, LLC

Invoice #: 331411	P.O. #: 225719	527523	537.50
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AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

BAYOU CONCRETE, LLC

Invoice #: 331412	P.O. #: 225719	527524	690.00
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AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

BAYOU CONCRETE, LLC

Invoice #: 331413 **P.O. #:** 225719 527525 668.50

AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W
FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED
TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

BAYOU CONCRETE, LLC

Invoice #: 331414 **P.O. #:** 225719 527526 1,107.00

AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W
FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED
TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

BAYOU CONCRETE, LLC

Invoice #: 331415 **P.O. #:** 225719 527527 547.50

AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W
FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED
TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

BAYOU CONCRETE, LLC

Invoice #: 331416 **P.O. #:** 225719 527528 655.00

AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W
FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED
TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

BAYOU CONCRETE, LLC

Invoice #: 331417 **P.O. #:** 225719 527529 674.00

AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W
FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED
TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

BAYOU CONCRETE, LLC

Invoice #: 331418 **P.O. #:** 225719 527530 285.00

AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W
FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED
TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

BAYOU CONCRETE, LLC

Invoice #: 331419 **P.O. #:** 225719 527531 775.00

AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W
FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED
TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)

LAND SHAPER INC

Invoice #: 331432 **P.O. #:** 228308 527544 5,730.50

AS PER BID GROUP C APPROVED BY COUNCIL 12/8/2020 -- RESTOCK INVENTORY -- TOP SOIL

616400 WATERWELL SUPPLIES 6,658.66**ALL PHASE ELECTRIC SUPPLY CO INC**

Invoice #: 331269 **P.O. #:** 228019 527375 3,914.66

SOFT STARTS STOCK FOR ELECTRICAL (WATER WELLS) -- ITEM #ATS22C11S6U: SOFT START

COAST CHLORINATOR CO

Invoice #: 331433 **P.O. #:** 228401 527545 472.00

REGULATORS AND TUBING FOR CHLORINE REPAIR STOCK -- ITEM #14428: PM KIT FOR AUTO
SWITCHOVER

COAST CHLORINATOR CO

Invoice #: 331433 **P.O. #:** 228401 527545 360.00

LABOR TO INSTALL PM KIT FOR AUTOMATIC SWITCHOVER

COAST CHLORINATOR CO

Invoice #: 331433 **P.O. #:** 228401 527545 444.00

ITEM #14431-4PM: PM KIT FOR CL2 EJECTOR

COAST CHLORINATOR CO

Invoice #: 331433 P.O. #: 228401 527545 210.00

LABOR TO INSTALL PM KIT IN EJECTOR

COAST CHLORINATOR CO

Invoice #: 331433 P.O. #: 228401 527545 238.00

ITEM #F100: 3/8 X 1/4 NPT TUBING CONNECTOR

COAST CHLORINATOR CO

Invoice #: 331433 P.O. #: 228401 527545 72.00

ITEM #DSL-16: HOSE BIB LOCK

COAST CHLORINATOR CO

Invoice #: 331433 P.O. #: 228401 527545 780.00

ITEM #19870: EJECTOR NOZZLE

COAST CHLORINATOR CO

Invoice #: 331433 P.O. #: 228401 527545 41.00

ITEM #0290-6: CHLORINE TEST TUBE

COAST CHLORINATOR CO

Invoice #: 331433 P.O. #: 228401 527545 52.00

ITEM #29129: PM KIT FOR REMOTE METER

COAST CHLORINATOR CO

Invoice #: 331433 P.O. #: 228401 527545 75.00

LABOR TO INSTALL PM KIT IN REMOTE METER

616700 WATERLINE SUPPLIES 5,350.75

COBURN SUPPLY COMPANY INC

Invoice #: 331267 P.O. #: 227816 527373 870.00

AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- SECTION XIV, ITEM 25: 12" X 8" TAPPING SLEEVE, C900 (13.31-13.60)

RUBBER & SPECIALTIES INC

Invoice #: 331268 P.O. #: 228137 527374 426.00

RESTOCK INVENTORY -- 2" X 5' VERSIFLO S&D HOSE W/ 2" FM SWIVEL EACH END (BRASS NUT)

RUBBER & SPECIALTIES INC

Invoice #: 331268 P.O. #: 228137 527374 142.50

4", 150#, FULL FACE, 1/8" THK RED RUBBER GASKET

MAYER ELECTRIC SUPPLY

Invoice #: 331271 P.O. #: 227320 527377 1,000.00

STOCK REPLACEMENT FOR ELECTRICAL DEPT -- ITEM #SQD9998S01: AUX CONTACTS

ISCO METALS & SUPPLY

Invoice #: 331283 P.O. #: 228316 527389 2,500.00

RESTOCK INVENTORY -- ITEM #BGGS1316320: 3/16" X 1" GALVANIZED SERVICE GRATE, 3' WIDE X 20' LONG

FERGUSON US HOLDINGS, INC.

Invoice #: 331384	P.O. #: 227182	527496	42.35
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BLANKET PO FOR OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING
FY 2022 (ESTIMATED TIME PERIOD FEBRUARY - SEPTEMBER 2022)

FERGUSON US HOLDINGS, INC.

Invoice #: 331385	P.O. #: 227182	527497	334.90
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BLANKET PO FOR OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING
FY 2022 (ESTIMATED TIME PERIOD FEBRUARY - SEPTEMBER 2022)

FERGUSON US HOLDINGS, INC.

Invoice #: 331386	P.O. #: 227182	527498	35.00
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BLANKET PO FOR OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING
FY 2022 (ESTIMATED TIME PERIOD FEBRUARY - SEPTEMBER 2022)

620900	CONTRACTUAL FEES	2,317.00
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MILLER CO INC

Invoice #: 331280	P.O. #: 228010	527386	750.00
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JACKSON STREET -- PERFORM ANTENNA/LINE SWEEP WITH TEST EQUIPMENT

MILLER CO INC

Invoice #: 331280	P.O. #: 228010	527386	840.00
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3 TECHNICIANS, 4 HOURS EACH

MILLER CO INC

Invoice #: 331280	P.O. #: 228010	527386	75.00
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MISC MATERIALS

MICRO METHODS INC

Invoice #: 331379	P.O. #: 227179	527491	168.00
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BLANKET PO TO BE USED FOR THE TESTING OF WATER SAMPLES TAKEN THROUGHOUT THE
CITY DURING THE MONTHS OF FEBRUARY THROUGH APRIL 2022

MICRO METHODS INC

Invoice #: 331380	P.O. #: 227179	527492	60.00
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BLANKET PO TO BE USED FOR THE TESTING OF WATER SAMPLES TAKEN THROUGHOUT THE
CITY DURING THE MONTHS OF FEBRUARY THROUGH APRIL 2022

MICRO METHODS INC

Invoice #: 331381	P.O. #: 227179	527493	112.00
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BLANKET PO TO BE USED FOR THE TESTING OF WATER SAMPLES TAKEN THROUGHOUT THE
CITY DURING THE MONTHS OF FEBRUARY THROUGH APRIL 2022

MICRO METHODS INC

Invoice #: 331382	P.O. #: 227179	527494	252.00
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BLANKET PO TO BE USED FOR THE TESTING OF WATER SAMPLES TAKEN THROUGHOUT THE
CITY DURING THE MONTHS OF FEBRUARY THROUGH APRIL 2022

MICRO METHODS INC

Invoice #: 331383	P.O. #: 227179	527495	60.00
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BLANKET PO TO BE USED FOR THE TESTING OF WATER SAMPLES TAKEN THROUGHOUT THE
CITY DURING THE MONTHS OF FEBRUARY THROUGH APRIL 2022

625700	POSTAGE	51.51
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DMS MAIL MANAGEMENT, INC.

Invoice #: 330794

P.O. #: 228348

526897

51.51

APRIL DMS POSTAGE CHARGES

626001 TELEPHONE**2,121.46**

DISCRETE WIRELESS INC

Invoice #: 331534

P.O. #: 225997

527647

104.46

AS PER NEXTRAQ AGREEMENT APPROVED BY COUNCIL 8/18/2020 -- 110 UNITS AT
\$15.95/UNIT PER MONTH

DISCRETE WIRELESS INC

Invoice #: 331535

P.O. #: 225997

527648

1,754.50

AS PER NEXTRAQ AGREEMENT APPROVED BY COUNCIL 8/18/2020 -- 110 UNITS AT
\$15.95/UNIT PER MONTH

A T & T

Invoice #: 331936

P.O. #: MANUAL

528116

262.50

626002 ELECTRIC**26,392.72**

COAST ELECTRIC POWER ASSOC

Invoice #: 331793

P.O. #: MANUAL

527946

827.23

COAST ELECTRIC POWER ASSOC

Invoice #: 331794

P.O. #: MANUAL

527947

757.04

COAST ELECTRIC POWER ASSOC

Invoice #: 331801

P.O. #: MANUAL

527954

597.82

COAST ELECTRIC POWER ASSOC

Invoice #: 331805

P.O. #: MANUAL

527958

42.32

COAST ELECTRIC POWER ASSOC

Invoice #: 331810

P.O. #: MANUAL

527963

145.75

MS POWER COMPANY

Invoice #: 331843

P.O. #: MANUAL

528019

15,177.78

MS POWER COMPANY

Invoice #: 331844

P.O. #: MANUAL

528020

8,844.78

626003 WATER**67.80**

CITY OF GULFPORT

Invoice #: 330776	P.O. #: MANUAL	526878	7.70
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CITY OF GULFPORT

Invoice #: 330780	P.O. #: MANUAL	526883	5.60
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CITY OF GULFPORT

Invoice #: 330781	P.O. #: MANUAL	526884	5.60
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CITY OF GULFPORT

Invoice #: 330782	P.O. #: MANUAL	526885	5.60
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CITY OF GULFPORT

Invoice #: 330783	P.O. #: MANUAL	526886	43.30
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630100	CAPITAL OUTLAY	23,000.38
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NTS MIKEDON LLC

Invoice #: 331281	P.O. #: 227186	527387	23,000.38
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AS PER BIDS RECEIVED 2/7/2022 -- 8' X 10' STACKABLE ALUMINUM TRENCH BOX SYSTEM

825	Sewer Operations and Maintenance	25,606.47
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610700	OPERATING SUPPLIES	684.60
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B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331275	P.O. #: 226854	527381	152.95
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LINES 1-3 RESTOCK INVENTORY -- ITEM #BER-TS8000T: MAX HEAT TRIGGER TORCH

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331275	P.O. #: 226854	527381	45.89
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ITEM #DEW-DW5427: 3/8" X 2-1/2" WEDGE ANCHOR (50/BOX)

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331275	P.O. #: 226854	527381	5.94
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ITEM #BON-16007: 1/8" LONG BALL END L WRENCH

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331275	P.O. #: 226854	527381	7.71
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LINE 4 NEEDED FOR HAMMER MOLE -- ITEM #NAT-N223669: 1/4" SHACKLE, 1,000 LB W/ 5/16" PIN

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331275	P.O. #: 226854	527381	357.78
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ITEM #STR-44910: STREAMLIGHT WAY POINT RECHARGABLE LIGHT

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331275	P.O. #: 226854	527381	40.98
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ITEM #STR-44923: WAYPOINT 300/SUPER SIEGE 12V DC CORD

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331276	P.O. #: 226854	527382	12.86
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LINES 1-3 RESTOCK INVENTORY -- ITEM #BER-TS8000T: MAX HEAT TRIGGER TORCH

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331276	P.O. #: 226854	527382	3.86
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ITEM #DEW-DW5427: 3/8" X 2-1/2" WEDGE ANCHOR (50/BOX)

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331276	P.O. #: 226854	527382	0.50
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ITEM #BON-16007: 1/8" LONG BALL END L WRENCH

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331276	P.O. #: 226854	527382	0.65
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LINE 4 NEEDED FOR HAMMER MOLE -- ITEM #NAT-N223669: 1/4" SHACKLE, 1,000 LB W/ 5/16" PIN

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331276	P.O. #: 226854	527382	30.09
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ITEM #STR-44910: STREAMLIGHT WAY POINT RECHARGABLE LIGHT

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331276	P.O. #: 226854	527382	3.44
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ITEM #STR-44923: WAYPOINT 300/SUPER SIEGE 12V DC CORD

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331277	P.O. #: 226854	527383	3.83
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LINES 1-3 RESTOCK INVENTORY -- ITEM #BER-TS8000T: MAX HEAT TRIGGER TORCH

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331277	P.O. #: 226854	527383	1.15
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ITEM #DEW-DW5427: 3/8" X 2-1/2" WEDGE ANCHOR (50/BOX)

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331277	P.O. #: 226854	527383	0.15
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ITEM #BON-16007: 1/8" LONG BALL END L WRENCH

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331277	P.O. #: 226854	527383	0.19
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LINE 4 NEEDED FOR HAMMER MOLE -- ITEM #NAT-N223669: 1/4" SHACKLE, 1,000 LB W/ 5/16" PIN

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331277	P.O. #: 226854	527383	8.96
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ITEM #STR-44910: STREAMLIGHT WAY POINT RECHARGABLE LIGHT

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331277	P.O. #: 226854	527383	1.02
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ITEM #STR-44923: WAYPOINT 300/SUPER SIEGE 12V DC CORD

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331278 **P.O. #:** 226854 527384 1.66

LINES 1-3 RESTOCK INVENTORY -- ITEM #BER-TS8000T: MAX HEAT TRIGGER TORCH

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331278 **P.O. #:** 226854 527384 0.50

ITEM #DEW-DW5427: 3/8" X 2-1/2" WEDGE ANCHOR (50/BOX)

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331278 **P.O. #:** 226854 527384 0.06

ITEM #BON-16007: 1/8" LONG BALL END L WRENCH

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331278 **P.O. #:** 226854 527384 0.08

LINE 4 NEEDED FOR HAMMER MOLE -- ITEM #NAT-N223669: 1/4" SHACKLE, 1,000 LB W/ 5/16" PIN

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331278 **P.O. #:** 226854 527384 3.89

ITEM #STR-44910: STREAMLIGHT WAY POINT RECHARGABLE LIGHT

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 331278 **P.O. #:** 226854 527384 0.46

ITEM #STR-44923: WAYPOINT 300/SUPER SIEGE 12V DC CORD

615800 LIFT STATION SUPPLIES 1,237.43

HYDRA SERVICE INC

Invoice #: 331272 **P.O. #:** 226893 527378 1,237.43

MDOT LIFT STATION CONTROLLER REPLACEMENT -- ITEM #MPE-ISD-P: INTRINSICALLY SAFE DUPLEX CONTROLLER PANEL W/ SERIAL PORT

616100 SEWERLINE SUPPLIES 735.44

FERGUSON US HOLDINGS, INC.

Invoice #: 331384 **P.O. #:** 227182 527496 42.35

BLANKET PO FOR OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (ESTIMATED TIME PERIOD FEBRUARY - SEPTEMBER 2022)

FERGUSON US HOLDINGS, INC.

Invoice #: 331385 **P.O. #:** 227182 527497 334.89

BLANKET PO FOR OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (ESTIMATED TIME PERIOD FEBRUARY - SEPTEMBER 2022)

FERGUSON US HOLDINGS, INC.

Invoice #: 331386 **P.O. #:** 227182 527498 35.00

BLANKET PO FOR OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (ESTIMATED TIME PERIOD FEBRUARY - SEPTEMBER 2022)

SOUTHERN WATERWORKS SUPPLY, INC.

Invoice #: 331429 **P.O. #:** 228011 527541 40.40

AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- 4" X 4" COUPLING, PL-PL

SOUTHERN WATERWORKS SUPPLY, INC.

Invoice #: 331430

P.O. #: 228011

527542

282.80

AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- 4" X 4"
COUPLING, PL-PL

620900 CONTRACTUAL FEES**1,960.00**

SOUTHERN EXTERIORS FENCE COMPANY

Invoice #: 331274

P.O. #: 228183

527380

400.00

AS PER BID GROUP P3 APPROVED BY COUNCIL 12/21/21 -- FENCE REPLACEMENT BEHIND
3609 WASHINGTON AVE DUE TO SEWER REPAIRS -- REMOVE AND REPLACE 4' CHAIN LINK
FENCE

SOUTHERN EXTERIORS FENCE COMPANY

Invoice #: 331274

P.O. #: 228183

527380

170.00

REMOVE AND INSTALL TERMINAL POSTS

SOUTHERN EXTERIORS FENCE COMPANY

Invoice #: 331274

P.O. #: 228183

527380

575.00

REMOVE AND INSTALL 6' WOOD FENCE

BAY MOTOR WINDING INC

Invoice #: 331282

P.O. #: 228076

527388

220.00

SERVICE CALL FOR ROXBURY LIFT STATION - LABOR TO TROUBLESHOOT ADDAPHASE AND
ADJUST PER FACTOR SPECS

GREEN EQUIPMENT CORP

Invoice #: 331431

P.O. #: 227893

527543

425.00

REPAIR OF GATOR CAM -- REPAIRS, CABLEFORM PLUG ASSEMBLY

GREEN EQUIPMENT CORP

Invoice #: 331431

P.O. #: 227893

527543

170.00

LABOR

626001 TELEPHONE**623.93**

AT&T MOBILITY II LLC

Invoice #: 331532

P.O. #: MANUAL

527645

361.42

A T & T

Invoice #: 331936

P.O. #: MANUAL

528116

262.51

626002 ELECTRIC**19,831.07**

MS POWER COMPANY

Invoice #: 331342

P.O. #: MANUAL

527451

53.61

COAST ELECTRIC POWER ASSOC

Invoice #: 331791

P.O. #: MANUAL

527944

535.95

COAST ELECTRIC POWER ASSOC			
Invoice #: 331792	P.O. #: MANUAL	527945	61.86
COAST ELECTRIC POWER ASSOC			
Invoice #: 331795	P.O. #: MANUAL	527948	50.15
COAST ELECTRIC POWER ASSOC			
Invoice #: 331796	P.O. #: MANUAL	527949	65.56
COAST ELECTRIC POWER ASSOC			
Invoice #: 331797	P.O. #: MANUAL	527950	74.76
COAST ELECTRIC POWER ASSOC			
Invoice #: 331798	P.O. #: MANUAL	527951	53.22
COAST ELECTRIC POWER ASSOC			
Invoice #: 331799	P.O. #: MANUAL	527952	90.86
COAST ELECTRIC POWER ASSOC			
Invoice #: 331800	P.O. #: MANUAL	527953	163.44
COAST ELECTRIC POWER ASSOC			
Invoice #: 331802	P.O. #: MANUAL	527955	68.71
COAST ELECTRIC POWER ASSOC			
Invoice #: 331803	P.O. #: MANUAL	527956	50.61
COAST ELECTRIC POWER ASSOC			
Invoice #: 331804	P.O. #: MANUAL	527957	94.07
COAST ELECTRIC POWER ASSOC			
Invoice #: 331806	P.O. #: MANUAL	527959	107.31
COAST ELECTRIC POWER ASSOC			
Invoice #: 331807	P.O. #: MANUAL	527960	48.85
COAST ELECTRIC POWER ASSOC			
Invoice #: 331808	P.O. #: MANUAL	527961	90.13

COAST ELECTRIC POWER ASSOC			
Invoice #:	331809	P.O. #:	MANUAL 527962 72.32
COAST ELECTRIC POWER ASSOC			
Invoice #:	331811	P.O. #:	MANUAL 527964 52.20
COAST ELECTRIC POWER ASSOC			
Invoice #:	331812	P.O. #:	MANUAL 527965 56.35
COAST ELECTRIC POWER ASSOC			
Invoice #:	331813	P.O. #:	MANUAL 527966 42.18
COAST ELECTRIC POWER ASSOC			
Invoice #:	331814	P.O. #:	MANUAL 527967 47.99
COAST ELECTRIC POWER ASSOC			
Invoice #:	331815	P.O. #:	MANUAL 527968 313.87
COAST ELECTRIC POWER ASSOC			
Invoice #:	331816	P.O. #:	MANUAL 527969 53.88
COAST ELECTRIC POWER ASSOC			
Invoice #:	331817	P.O. #:	MANUAL 527970 54.79
MS POWER COMPANY			
Invoice #:	331842	P.O. #:	MANUAL 528018 105.07
MS POWER COMPANY			
Invoice #:	331845	P.O. #:	MANUAL 528021 5,703.18
MS POWER COMPANY			
Invoice #:	331846	P.O. #:	MANUAL 528022 11,379.30
COAST ELECTRIC POWER ASSOC			
Invoice #:	331918	P.O. #:	MANUAL 528098 149.01
COAST ELECTRIC POWER ASSOC			
Invoice #:	331924	P.O. #:	MANUAL 528104 54.88

COAST ELECTRIC POWER ASSOC

Invoice #: 331927

P.O. #: MANUAL

528107

136.96

626003 WATER**75.40**

CITY OF GULFPORT

Invoice #: 331378

P.O. #: MANUAL

527490

75.40

626700 RENTAL**458.60**

WASTE PRO OF MISSISSIPPI

Invoice #: 331538

P.O. #: MANUAL

527651

92.65

WASTE PRO OF MISSISSIPPI

Invoice #: 331539

P.O. #: MANUAL

527652

88.00

WASTE PRO OF MISSISSIPPI

Invoice #: 331541

P.O. #: MANUAL

527654

92.65

WASTE PRO OF MISSISSIPPI

Invoice #: 331542

P.O. #: MANUAL

527655

92.65

WASTE PRO OF MISSISSIPPI

Invoice #: 331544

P.O. #: MANUAL

527657

92.65

845 Harrison County Wastewater & Solid Waste Manage**521,094.00****627500 WASTEWATER TREATMENT****521,094.00**

HARRISON COUNTY UTILITY AUTHORITY

Invoice #: 331533

P.O. #: 225646

527646

521,094.00

WASTEWATER TREATMENT AND WATER SERVICE FOR FY 2022 - SEPTEMBER 2021 - AUGUST 2022

850 Water and Sewer Projects**1,287.25****627100 SOLID WASTE DISPOSAL****1,287.25**

WASTE MANAGEMENT OF MS

Invoice #: 331537

P.O. #: MANUAL

527650

1,287.25

911	Employees' Group Health and Life Fund	23,338.00
622100	PROFESSIONAL FEES	23,338.00
	MEDICAL ANALYSIS LLC	
Invoice #:	331317 P.O. #: 225469 527426	19,400.00
	AS PER COUNCIL APPROVAL 2/18/14, EMPLOYEE WELLNESS CLINIC FOR FY22	
	HEALTHCARE INTERACTIVE, INC	
Invoice #:	331321 P.O. #: MANUAL 527430	3,938.00
915	General Liability\ Worker's Comp Fund	16,834.89
621300	LEGAL FEES	1,555.03
	DUKES DUKES KEATING & FANCA ATTY	
Invoice #:	331470 P.O. #: 221621 527582	294.50
	AS PER COUNCIL APPROVAL 10/19/21, LEGAL FEES FOR WORKMANS COMP CLAIMS	
	DUKES DUKES KEATING & FANCA ATTY	
Invoice #:	331471 P.O. #: 221621 527583	9.50
	AS PER COUNCIL APPROVAL 10/19/21, LEGAL FEES FOR WORKMANS COMP CLAIMS	
	DUKES DUKES KEATING & FANCA ATTY	
Invoice #:	331472 P.O. #: 221621 527584	1,232.83
	AS PER COUNCIL APPROVAL 10/19/21, LEGAL FEES FOR WORKMANS COMP CLAIMS	
	DUKES DUKES KEATING & FANCA ATTY	
Invoice #:	331473 P.O. #: 221621 527585	18.20
	AS PER COUNCIL APPROVAL 10/19/21, LEGAL FEES FOR WORKMANS COMP CLAIMS	
624100	ADMINISTRATIVE FEE	15,029.86
	ASSOCIATED ADJUSTERS INC	
Invoice #:	331319 P.O. #: MANUAL 527428	15,029.86
629300	INSURANCE PREMIUMS	250.00
	BXS INSURANCE, INC	
Invoice #:	331294 P.O. #: MANUAL 527401	50.00
	BXS INSURANCE, INC	
Invoice #:	331295 P.O. #: MANUAL 527402	50.00

BXS INSURANCE, INC

Invoice #: 331296

P.O. #: MANUAL

527403

50.00

BXS INSURANCE, INC

Invoice #: 331297

P.O. #: MANUAL

527404

50.00

BXS INSURANCE, INC

Invoice #: 331373

P.O. #: MANUAL

527485

50.00

Grand Total

2,027,878.66

Voucher #:



CITY OF GULFPORT

Docket Sorted By Vendor

Docket Date: 6/8/2022



Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					

A T & T

527452	213 - 626001 -		53.94	331343	MANUAL
528086	311 - 626001 -		1,071.41	331906	MANUAL
528116	815 - 626001 -		262.50	331936	MANUAL
528116	825 - 626001 -		262.51	331936	MANUAL

# of Claims	4	Vendor Payment Total	1,650.36
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A1 BATTERY INC

527422	290 - 611300 -		435.00	331313	228443
BATTERIES FOR FIRE ENGINE 1					

# of Claims	1	Vendor Payment Total	435.00
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ACE RADIATOR ALIGNMENT AND AIR CONDITIONING

527461	290 - 611300 -		32.54	331352	228059
300314- POWER STEERING PULLEY					
527461	290 - 611300 -		33.90	331352	228059
POWER STEERING FLUID					
527461	290 - 611300 -		41.68	331352	228059

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
SWAY BAR BUSHINGS					
527461	290 - 611300 -		79.95	331352	228059
ALIGNMENT					
527461	290 - 611300 -		92.88	331352	228059
BALL JOINTS					
527461	290 - 611300 -		177.55	331352	228059
37597- PRESSURE HOSE					
527461	290 - 611300 -		183.08	331352	228059
SWAY BAR LINKS					
527461	290 - 611300 -		200.00	331352	228059
OUTER TIE RODS					
527461	290 - 611300 -		334.66	331352	228059
POWER STEERING LINES (\$40.24) (\$219.92) (\$37.56) (\$36.94)					
527461	290 - 611300 -		349.20	331352	228059
POWER STEERING PUMP FOR ID 2825 2004 DODGE RAM					
527461	290 - 611300 -		434.94	331352	228059
POWER STEERING ROCK					
527461	290 - 611300 -		662.20	331352	228059
CONTROL ARM					
527461	290 - 611300 -		815.32	331352	228059
235-80-17 TIRES					
527461	290 - 611300 -		1,026.00	331352	228059
LABOR					
# of Claims			14	Vendor Payment Total	4,463.90
ADOLPH BOURDIN INC					
527043	445 - 610700 -		1,800.00	330938	227643
SERVICE CALL TO CHECK AND REPAIR HEATER AT HAVOR SERVICES BLDG					
527066	411 - 612200 -		202.00	330961	228152
SERVICE CALL TO CHECK A/C AT SPORTSPLEX SOFTBALL CONCESSION STAND					
# of Claims			2	Vendor Payment Total	2,002.00

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ALL PHASE ELECTRIC SUPPLY CO INC					
527059	445 - 612200 -		675.00	330954	225552
OPEN P/O FOR ELECTRICAL PARTS FOR MARINA					
527375	815 - 616400 -		3,914.66	331269	228019
SOFT STARTS STOCK FOR ELECTRICAL (WATER WELLS) -- ITEM #ATS22C11S6U: SOFT START					
# of Claims		2	Vendor Payment Total	4,589.66	
ALL SAFE TECHNOLOGIES LLC					
528024	445 - 620900 -		104.90	331848	MANUAL
528025	145 - 620900 -		210.00	331849	MANUAL
528026	145 - 620900 -		103.90	331850	MANUAL
528027	411 - 620900 -		34.95	331851	MANUAL
528028	145 - 620900 -		104.90	331852	MANUAL
528029	411 - 620900 -		48.45	331853	MANUAL
528030	145 - 620900 -		34.95	331854	MANUAL
528031	145 - 620900 -		34.95	331855	MANUAL
528032	411 - 620900 -		39.95	331856	MANUAL
528033	411 - 620900 -		69.95	331857	MANUAL
528034	411 - 620900 -		63.90	331858	MANUAL
528035	145 - 620900 -		69.95	331859	MANUAL
528036	311 - 620900 -		20.00	331860	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
528038	811 - 620900 -		19.98	331862	MANUAL
		# of Claims	14	Vendor Payment Total	960.73
ALL SIGNS INC					
527575	411 - 610700 -		4,070.49	331463	227846
48 X 96 SINGLE SIDED CUSTOM FLAT STOCK PRINT MAX METAL 3MM WHITE FOR SPORTSPLEX					
527576	411 - 613400 -		405.00	331464	228140
SPONSOR FLAGS FOR SPORTSPLEX					
527581	411 - 613400 -		665.99	331469	228260
SINGLE SIDED CUSTOM FLAT STOCK PRINT 48X96 3MM MAX METAL FOR MARBLE SLAB					
527890	150 - 610400 -		70.66	331777	228394
DIGITAL PRINTS CITY LOGO					
527890	150 - 610400 -		150.00	331777	228394
INSTALLATION SERVICE AT JONES BUILDING 2ND FLOOR					
527890	150 - 610400 -		169.08	331777	228394
CUT VINYL 34X47 SINGLE SIDED SUSTON CUT VINYL					
		# of Claims	6	Vendor Payment Total	5,531.22
ALLISTONS					
527359	611 - 612500 -		18.99	331253	228275
SCREENPRINTING 3650 RED ACID WASH 1C DISTRESSED LOGO KAITLYN SIZE SMALL					
527359	115 - 622100 -		18.99	331253	228275
SCREENPRINTING 1745 AMNETHIST 1C DISTRESSED LOGO SIZE MEDIUM BRITTANY RODGERS					
527359	145 - 612500 -		18.99	331253	228275
SCREENPRINTING 3650 RED ACID WASH SIZE MEDIUM BRITNEY					
527359	145 - 612500 -		18.99	331253	228275
SCREENPRINTING 3650 RED ACID WASH SIZE LARGE OLIVIA					
527359	145 - 612500 -		18.99	331253	228275
SCREENPRINTING 1745 CLAY SIZE LARGE					
527359	115 - 622100 -		20.99	331253	228275
SCREENPRINTING 1745 CITRIUS 1C DISTRESSED LOGO BRITTANY THOMAS SIZE 3XL					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527359	115 - 622100 -		28.99	331253	228275
SCREENPRINTING 1566 BLUE JEAN 1C DISTRESSED LOGO BRITTANY RODGERS SIZE MEDIUM					
527359	115 - 622100 -		28.99	331253	228275
SCREENPRINTING 1545 CLAY 1C DISTRESSED LOGO BRITTANY RODGERS SIZE LARGE					
527359	145 - 627900 -		31.99	331253	228275
SCREEN PRINTING 3901 GREY ACID WASH 1C DISTRESSED LOGO SIZE MEDIUM FOR LORIE					
527359	611 - 612500 -		31.99	331253	228275
SCREENPRINTING 3901 MUAVE 1C DISTRESSED LOGO SIZE MEDIUM KAITLYN					
527359	115 - 622100 -		31.99	331253	228275
SCREENPRINTING 3901 GREY ACID WASH SIZE MEDIUM BRITTANY RODGERS					
527359	145 - 612500 -		31.99	331253	228275
SCREENPRINTING 3901 GREY ACID WASH KAREN SIZE XLARGE					
527359	145 - 612500 -		31.99	331253	228275
SCREENPRINTING 3901 GREY ACID WASH EBONY SIZE XLARGE					
527359	145 - 612500 -		31.99	331253	228275
SCREENPRINTING 3901 GREY ACID WASH SHEENA SIZE EXTRA LARGE					
527359	145 - 612500 -		31.99	331253	228275
SCREENPRINTING 3901 GREY ACID WASH SIZE LARGE RASHIDA					
527359	145 - 612500 -		31.99	331253	228275
SCREENPRINTING 3901 NAVY SIZE XLG TINA					
527359	145 - 612500 -		33.99	331253	228275
SCREENPRINTING 3901 GREY ACID WASH SIZE 2XL JESSICA					
527361	115 - 622100 -		16.99	331255	228278
ITEM# ST340, SILVER, 3 COLOR WHITE LOGO, SIZE L, TRUCK					
527361	115 - 622100 -		16.99	331255	228278
ITEM# ST340, NEON GREEN, BLACK LOGO, SIZE L, TRUCK					
527361	115 - 622100 -		16.99	331255	228278
ITEM# ST340, TRUE RED, WHITE LOGO, SIZE L, TRUCK					
527361	115 - 622100 -		16.99	331255	228278
ITEM# ST340, NEON ORANGE, WHITE LOGO, SIZE L, TRUCK					
527361	145 - 612500 -		17.99	331255	228278
ITEM# LPC450V, WHITE, 3C BLUE LOGO, SIZE 2XL, EBONY					
527361	145 - 612500 -		17.99	331255	228278
ITEM# LPC450V, JET BLACK, 3 COLOR WHITE LOGO, SIZE 2XL, EBONY					
527361	111 - 610700 -		21.99	331255	228278

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ITEM# LK810, RAGATTA BLUE, 3 COLOR WHITE LOGO, SIZE S, LINDSAY					
527361	111 - 610700 -		21.99	331255	228278
ITEM# LK810, TRUE NAVY, 3 COLOR WHITE LOGO, SIZE S, LINDSAY					
527361	115 - 622100 -		23.99	331255	228278
ITEM# LK542, GARNET HEATHER, WHITE LOGO, SIZE L, BRIT R.					
527361	115 - 622100 -		23.99	331255	228278
ITEM# LST405, GORREST HEATHER, 3 COLOR WHITE LOGO, SIZE M, BRIT R					
527361	145 - 612500 -		25.99	331255	228278
ITEM#L500, BLACK, 3 COLOR WHITE LOGO, SIZE L, RASHIDA					
527361	145 - 612500 -		25.99	331255	228278
ITEM#500, ROYAL, 3 COLOR WHITE LOGO, SIZE L, RASHIDA					
527361	115 - 622100 -		26.99	331255	228278
ITEM# LST405, FORREST, 3 COLOR WHITE LOGO, SIZE 4XL, B THOMAS					
527361	115 - 622100 -		26.99	331255	228278
ITEM# LST405, BLACK, 3 COLOR WHITE, SIZE 4XL, B THOMAS					
527361	115 - 622100 -		26.99	331255	228278
ITEM# LST405, POND BLUE HEATHER, 3 COLOR WHITE, SIZE 4XL, B THOMAS					
527361	111 - 610700 -		27.99	331255	228278
ITEM#L510, WHITE, 3 COLOR BLUE LOGO, SIZE L, ALESIA					
527361	111 - 610700 -		27.99	331255	228278
ITEM#L510, BOYSENBERRY, WHITE LOGO, SIZE L, ALESIA					
527361	111 - 610700 -		27.99	331255	228278
ITEM#L510, LT. BLUE, 3 COLOR BULE LOGO, SIZE L, ALESIA					
527361	111 - 610700 -		27.99	331255	228278
ITEM#510, BLACK, 3 COLOR WHITE LOGO, SIZE L, ALESIA					
527361	111 - 610700 -		27.99	331255	228278
ITEM# L612, LIGHT BLUE, 3 COLOR BLUE LOGO, SIZE S, LINDDAY					
527361	115 - 622100 -		27.99	331255	228278
ITEM# L574, DRESS NAVY BLUE, 3 COLOR WHITE LOGO, SIZE M, BRIT R					
527361	115 - 622100 -		27.99	331255	228278
ITEM # L572, RNGINE RED, WHITE LOGO, SIZE L, BRIT R					
527361	115 - 622100 -		28.99	331255	228278
ITEM# K573, BLACK, WHITE 3 COLOR LOGO, SIZE S, BRIT R					
527361	145 - 612500 -		28.99	331255	228278
ITEM# 11471, MELON, WHITE LOGO, SIZE L, OLIVIA					

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527361	145 - 612500 -		28.99	331255	228278
ITEM# 11471, GRAPE, 3 COLOR WHITE LOGO, SIZE L, OLIVIA					
527361	145 - 612500 -		28.99	331255	228278
ITEM# 11471, TURQUOISE, 3 COLOR WHITE LOGO, SIZE L, OLIVA					
527361	145 - 612500 -		28.99	331255	228278
ITEM# 11471, CARBON, 3 COLOR WHITE LOGO, SIZE L, OLIVA					
527361	145 - 612500 -		28.99	331255	228278
ITEM# 11471, MELON, 3 COLOR WHITE LOGO, SIZE L, BRITNEY					
527361	145 - 612500 -		28.99	331255	228278
ITEM# 11471, NAVY, WHITE LOGO, SIZE L, BRITNEY					
527361	145 - 612500 -		28.99	331255	228278
ITEM# 11471, CHARITY PINK, 3 COLOR WHITE LOGO, SIZE L, BRITNEY					
527361	111 - 610700 -		29.99	331255	228278
ITEM# LW808, WHITE, 3 COLOR BLUE LOGO, SIZE M, ALESIA					
527361	145 - 612500 -		29.99	331255	228278
ITEM# ST650, TRUE ROYAL, 3 COLOR WHITE LOGO, SIZE 2XL, EBONY					
527361	145 - 612500 -		29.99	331255	228278
ITEM# ST650, GOLD, 3C WHITE LOGO, SIZE 2XL, EBONY					
527361	115 - 622100 -		30.99	331255	228278
ITEM# L574, DRESS BLUE NAVY, 3 COLOR WHITE, SIZE 4XL, B THOMAS					
527361	115 - 622100 -		30.99	331255	228278
ITEM# L572, AUTUMN ORANGE, WHITE LOGO, SIZE 4XL, B THOMAS					
527361	145 - 612500 -		39.99	331255	228278
ITEM# 05412, SPECTRUM SPIRAL DYE, 3 COLOR ROYAL LOGO, SIZE LX, EBONY					
527361	145 - 612500 -		39.99	331255	228278
ITEM# 34838, VINTAGE HEATHER/VINTAGE ORGANGE, 3C BLACK LOGO, SIZE LX, EBONY					
527361	145 - 612500 -		39.99	331255	228278
ITEM# 05412, BLACK, 3 COLOR WHITE LOGO, SIZE XL, EBONY					
527361	145 - 612500 -		41.99	331255	228278
ITEM# 23576, BLACK, 3 COLOR WHITE LOGO, SIZE L, BRITNEY					
527361	145 - 612500 -		42.99	331255	228278
ITEM# NKDC1963, UNIVERSITY RED, WHITE LOGO, SIZE 4XL, TODD					
527361	145 - 612500 -		42.99	331255	228278
ITEM# NKDC1963, BLACK, 3 COLOR WHITE LOGO, SIZE 4XL, TODD					
527361	145 - 612500 -		42.99	331255	228278

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ITEM# NKDC1963, VALOR BLUE, 3 COLOR WHITE LOGO, SIZE 4XL, TODD 527361	145 - 612500 -		42.99	331255	228278
ITEM# NKDC1963, ANTHRACITE, 3 COLOR WHITE LOGO, SIZE 4XL, TODD 527361	145 - 612500 -		42.99	331255	228278
ITEM# NKDC1963, GAME ROYAL, 3 COLOR WHITE LOGO, SIZE 4XL, TODD 527363	811 - 612500 -		19.99	331257	228278
ITEM# 8815, CORAL, WHITE LOGO, SIZE LX, SARA 527363	811 - 612500 -		21.99	331257	228278
ITEM# 8821, DARK GREY HEATHER, 3 COLOR WHITE LOGO, SIZE LX, SARA 527363	811 - 612500 -		24.99	331257	228278
ITEM# 8850, WHITE, 3 COLOR BLUE LOGO, SIZE 2XL, SARA 527363	811 - 612500 -		46.99	331257	228278
ITEM# PRM2500Z-, BLACK, 3 COLOR WHITE LOGO, SIZE 2XL, SARA 527450	111 - 623700 -		699.65	331341	228224
HATS FOR THE MAYOR'S YOUTH COUNCIL					
# of Claims			66	Vendor Payment Total	2,563.00
AMANDA J BULLOCK					
526932	611 - 625500 -		50.00	330828	228349
AMANDA BULLOCK, CONTRACT LABOR, ABSTRACT, 0711O-04-057.000, CASE: 9030					
526932	611 - 625500 -		51.00	330828	228349
AMANDA BULLOCK, CONTRACT LABOR, ABSTRACT, 0711L-02-002.000, CASE: 9332					
527350	611 - 625500 -		54.00	331244	228421
AMANDA BULLOCK, CONTRACT LABOR, ABSTRACT, 0811L-04-061.000, CASE: 9022					
# of Claims			3	Vendor Payment Total	155.00
AMBER HINTON					
527429	145 - 626900 -		59.31	331320	MANUAL
# of Claims			1	Vendor Payment Total	59.31

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AMERICAN GLASS SERVICES, LLC					
527608	213 - 611300 -		281.00	331495	222800
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
# of Claims		1	Vendor Payment Total	281.00	
AMERICAN MUNICIPAL SERVICES					
526946	010 - 480700 -		4,594.90	330841	MANUAL
526991	811 - 620900 -		514.20	330887	MANUAL
# of Claims		2	Vendor Payment Total	5,109.10	
ANDREA MORGAN					
527629	411 - 620900 -		245.00	331516	MANUAL
# of Claims		1	Vendor Payment Total	245.00	
ASCEND LEARNING HOLDINGS, LLC					
528122	290 - 622300 -		534.56	331942	228398
9781284227222 EMERGENCY CARE & TRANS OF SICK AND INJURED 12E W/ESSENTIALS ACCESS					
528122	290 - 622300 -		1,988.25	331942	228398
9781284243758 EMERGENCY CARE & TRANS OF SICK AND INJURED 12E W/ADVANTAGE ACCESS					
# of Claims		2	Vendor Payment Total	2,522.81	
ASSOCIATED ADJUSTERS INC					
527428	915 - 624100 -		15,029.86	331319	MANUAL
# of Claims		1	Vendor Payment Total	15,029.86	

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AT&T MOBILITY II LLC					
526911	290 - 610700 - 22016		371.00	330808	MANUAL
526911	290 - 626001 -		1,271.89	330808	MANUAL
527481	213 - 626001 -		9,071.24	331369	MANUAL
527594	311 - 626001 -		1,486.82	331482	MANUAL
527645	825 - 626001 -		361.42	331532	MANUAL
528044	445 - 626001 -		645.19	331867	MANUAL
528087	611 - 626001 -		545.80	331907	MANUAL
# of Claims			7	Vendor Payment Total	13,753.36
AUTO ZONE INC					
526937	213 - 611300 -		63.83	330832	226884
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
526938	213 - 611300 -		31.29	330833	226884
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
526940	213 - 611300 -		61.63	330835	226884
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
526941	213 - 611300 -		87.58	330836	226884
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
526942	213 - 611300 -		206.93	330837	226884
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
526943	213 - 611300 -		29.51	330838	226884
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527299	213 - 611300 -		11.96	331194	226884
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527300	213 - 611300 -		55.99	331195	228227
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527301	213 - 611300 -		174.29	331196	228227
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527609	213 - 611300 -		115.68	331496	228227
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527610	213 - 611300 -		88.65	331497	228227
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527611	213 - 611300 -		170.99	331498	228227
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527612	213 - 611300 -		-123.18	331499	228227
527613	213 - 611300 -		398.60	331500	228227
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527614	213 - 611300 -		32.99	331501	228227
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
		# of Claims	15	Vendor Payment Total	1,406.74
AUTOMATION PERSONNEL SERVICES, INC.					
527447	145 - 620900 -		17.72	331338	MANUAL
527447	145 - 620900 -		227.20	331338	MANUAL
527447	145 - 620900 -		558.42	331338	MANUAL
527447	145 - 620900 -		738.40	331338	MANUAL
527447	145 - 620900 -		761.48	331338	MANUAL
527591	145 - 620900 -		7.99	331479	MANUAL
527591	145 - 620900 -		56.77	331479	MANUAL
527591	145 - 620900 -		287.55	331479	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527591	145 - 620900 -		692.25	331479	MANUAL
527591	145 - 620900 -		738.40	331479	MANUAL
527591	145 - 620900 -		852.00	331479	MANUAL
# of Claims			11	Vendor Payment Total	4,938.18
AWARDS UNLIMITED					
527469	277 - 610700 -		60.00	331359	222975
PLAQUE / MEDAL FOR EMPLOYEE APPRECIATION - DRUG FORFEITED FUNDS					
# of Claims			1	Vendor Payment Total	60.00
B&R INDUSTRIAL SUPPLY, INC					
527381	825 - 610700 -		5.94	331275	226854
ITEM #BON-16007: 1/8" LONG BALL END L WRENCH					
527381	825 - 610700 -		7.71	331275	226854
LINE 4 NEEDED FOR HAMMER MOLE -- ITEM #NAT-N223669: 1/4" SHACKLE, 1,000 LB W/ 5/16" PIN					
527381	825 - 610700 -		40.98	331275	226854
ITEM #STR-44923: WAYPOINT 300/SUPER SIEGE 12V DC CORD					
527381	825 - 610700 -		45.89	331275	226854
ITEM #DEW-DW5427: 3/8" X 2-1/2" WEDGE ANCHOR (50/BOX)					
527381	825 - 610700 -		152.95	331275	226854
LINES 1-3 RESTOCK INVENTORY -- ITEM #BER-TS8000T: MAX HEAT TRIGGER TORCH					
527381	825 - 610700 -		357.78	331275	226854
ITEM #STR-44910: STREAMLIGHT WAY POINT RECHARGABLE LIGHT					
527382	825 - 610700 -		0.50	331276	226854
ITEM #BON-16007: 1/8" LONG BALL END L WRENCH					
527382	825 - 610700 -		0.65	331276	226854
LINE 4 NEEDED FOR HAMMER MOLE -- ITEM #NAT-N223669: 1/4" SHACKLE, 1,000 LB W/ 5/16" PIN					
527382	825 - 610700 -		3.44	331276	226854

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ITEM #STR-44923: WAYPOINT 300/SUPER SIEGE 12V DC CORD					
527382	825 - 610700 -		3.86	331276	226854
ITEM #DEW-DW5427: 3/8" X 2-1/2" WEDGE ANCHOR (50/BOX)					
527382	825 - 610700 -		12.86	331276	226854
LINES 1-3 RESTOCK INVENTORY -- ITEM #BER-TS8000T: MAX HEAT TRIGGER TORCH					
527382	825 - 610700 -		30.09	331276	226854
ITEM #STR-44910: STREAMLIGHT WAY POINT RECHARGABLE LIGHT					
527383	825 - 610700 -		0.15	331277	226854
ITEM #BON-16007: 1/8" LONG BALL END L WRENCH					
527383	825 - 610700 -		0.19	331277	226854
LINE 4 NEEDED FOR HAMMER MOLE -- ITEM #NAT-N223669: 1/4" SHACKLE, 1,000 LB W/ 5/16" PIN					
527383	825 - 610700 -		1.02	331277	226854
ITEM #STR-44923: WAYPOINT 300/SUPER SIEGE 12V DC CORD					
527383	825 - 610700 -		1.15	331277	226854
ITEM #DEW-DW5427: 3/8" X 2-1/2" WEDGE ANCHOR (50/BOX)					
527383	825 - 610700 -		3.83	331277	226854
LINES 1-3 RESTOCK INVENTORY -- ITEM #BER-TS8000T: MAX HEAT TRIGGER TORCH					
527383	825 - 610700 -		8.96	331277	226854
ITEM #STR-44910: STREAMLIGHT WAY POINT RECHARGABLE LIGHT					
527384	825 - 610700 -		0.06	331278	226854
ITEM #BON-16007: 1/8" LONG BALL END L WRENCH					
527384	825 - 610700 -		0.08	331278	226854
LINE 4 NEEDED FOR HAMMER MOLE -- ITEM #NAT-N223669: 1/4" SHACKLE, 1,000 LB W/ 5/16" PIN					
527384	825 - 610700 -		0.46	331278	226854
ITEM #STR-44923: WAYPOINT 300/SUPER SIEGE 12V DC CORD					
527384	825 - 610700 -		0.50	331278	226854
ITEM #DEW-DW5427: 3/8" X 2-1/2" WEDGE ANCHOR (50/BOX)					
527384	825 - 610700 -		1.66	331278	226854
LINES 1-3 RESTOCK INVENTORY -- ITEM #BER-TS8000T: MAX HEAT TRIGGER TORCH					
527384	825 - 610700 -		3.89	331278	226854
ITEM #STR-44910: STREAMLIGHT WAY POINT RECHARGABLE LIGHT					
# of Claims			24	Vendor Payment Total	684.60

BARNEYS INC

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527913	286 - 610700 -		268.50	331801	228217
EMBROIDERY CHARGE					
527913	286 - 610700 -		1,196.00	331801	228217
ITEM# UA1343352 / UNDER ARMOUR SHIRT 1/4 ZIP, LW, LONG SLEEVE (SIZE LG-3X, BLACK) - QUOTE 00149654					
# of Claims			2	Vendor Payment Total	1,464.50
BAY ICE CO INC					
527555	445 - 610700 -		170.00	331443	225573
ICE FOR MARINA					
# of Claims			1	Vendor Payment Total	170.00
BAY MOTOR WINDING INC					
527388	825 - 620900 -		220.00	331282	228076
SERVICE CALL FOR ROXBURY LIFT STATION - LABOR TO TROUBLESHOOT ADDAPHAASE AND ADJUST PER FACTOR SPECS					
# of Claims			1	Vendor Payment Total	220.00
BAYOU CONCRETE, LLC					
527519	815 - 614300 -		346.50	331407	225719
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					
527520	815 - 614300 -		346.50	331408	225719
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					
527521	815 - 614300 -		346.50	331409	225719
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					
527522	815 - 614300 -		412.00	331410	225719

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					
527523	815 - 614300 -		537.50	331411	225719
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					
527524	815 - 614300 -		690.00	331412	225719
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					
527525	815 - 614300 -		668.50	331413	225719
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					
527526	815 - 614300 -		1,107.00	331414	225719
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					
527527	815 - 614300 -		547.50	331415	225719
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					
527528	815 - 614300 -		655.00	331416	225719
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					
527529	815 - 614300 -		674.00	331417	225719
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					
527530	815 - 614300 -		285.00	331418	225719
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					
527531	815 - 614300 -		775.00	331419	225719
AS PER BID GROUP E APPROVED BY COUNCIL 4/20/2021 -- BLANKET PO FOR CONCRETE W FIBER TO BE PICKED UP ON AN AS -NEEDED BASIS DURING FISCAL YEAR 2022 (ESTIMATED TIME PERIOD OCTOBER 2021 - SEPTEMBER 2022)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	13	Vendor Payment Total	7,391.00	
BILLY KELLEY					
526906	290 - 622300 -		65.00	330803	MANUAL
	# of Claims	1	Vendor Payment Total	65.00	
BONDS SERVICES, INC					
527549	811 - 620900 -		975.00	331437	228510
JANITORIAL SERVICES FOR MAY					
527550	150 - 610100 -		425.00	331438	228510
JANITORIAL SERVICES FOR MAY					
527550	611 - 620900 -		800.00	331438	228510
JANITORIAL SERVICES FOR MAY					
527550	145 - 620900 -		1,850.00	331438	228510
JANITORIAL SERVICES FOR MAY					
527550	125 - 620900 -		1,950.00	331438	228510
JANITORIAL SERVICES FOR MAY					
527550	311 - 620900 -		2,250.00	331438	228510
JANITORIAL SERVICES FOR MAY					
	# of Claims	6	Vendor Payment Total	8,250.00	
BP INVESTMENTS LLC					
527580	411 - 611000 -		225.00	331468	228410
HEARTLAND D5 SOLID WHITE SOFFIT FOR GOLDIN					
	# of Claims	1	Vendor Payment Total	225.00	
BRECCAN E MCCARTHY					
527011	290 - 626900 -		92.00	330907	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527012	290 - 626900 -		92.00	330908	MANUAL
		# of Claims	2	Vendor Payment Total	184.00
BRIAN J LORD					
527015	290 - 626900 -		49.00	330911	MANUAL
		# of Claims	1	Vendor Payment Total	49.00
BRIDGE & WATSON, INC.					
526881	115 - 622100 -		6,990.36	330779	MANUAL
		# of Claims	1	Vendor Payment Total	6,990.36
BUSINESS FURNITURE SERVICES, LLC					
527065	145 - 627900 -		3,600.00	330960	226477
FURNITURE MOVING SERVICES TO MOVE FURNITURE TO AND FROM VARIOUS CITY BUILDINGS. NOT TO EXCEED \$3,6000.00					
528053	150 - 610400 -		194.72	331876	228300
OFFICE FURNITURE LAMINET STORAGE CABINET 35.5"W X 22"D X 37"H					
528053	150 - 610700 -		615.28	331876	228300
OFFICE FURNITURE LAMINET STORAGE CABINET 35.5"W X 22"D X 37"H					
		# of Claims	3	Vendor Payment Total	4,410.00
BXS INSURANCE, INC					
527401	915 - 629300 -		50.00	331294	MANUAL
527402	915 - 629300 -		50.00	331295	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527403	915 - 629300 -		50.00	331296	MANUAL
527404	915 - 629300 -		50.00	331297	MANUAL
527485	915 - 629300 -		50.00	331373	MANUAL
	# of Claims	5	Vendor Payment Total	250.00	
CABLE ONE					
526966	411 - 620900 -		300.00	330861	MANUAL
527406	445 - 626001 -		300.00	331299	MANUAL
527483	213 - 626001 -		1,000.00	331371	MANUAL
527483	145 - 626001 -		1,350.00	331371	MANUAL
527483	311 - 626001 -		1,750.00	331371	MANUAL
527483	290 - 626001 -		3,400.00	331371	MANUAL
527484	445 - 620900 -		168.43	331372	MANUAL
527932	411 - 620900 -		55.00	331779	MANUAL
527933	411 - 620900 -		80.00	331780	MANUAL
527934	411 - 620900 -		65.50	331781	MANUAL
527935	411 - 620900 -		55.00	331782	MANUAL
527936	411 - 620900 -		60.00	331783	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527937	411 - 620900 -		55.00	331784	MANUAL
527938	411 - 620900 -		55.00	331785	MANUAL
527939	411 - 620900 -		258.43	331786	MANUAL
527940	411 - 620900 -		300.00	331787	MANUAL
527941	411 - 620900 -		55.00	331788	MANUAL
527942	411 - 620900 -		70.00	331789	MANUAL
527943	145 - 620900 -		313.11	331790	MANUAL
528039	411 - 626001 -		1,146.71	331863	MANUAL
528095	411 - 620900 -		258.43	331915	MANUAL
528099	411 - 620900 -		268.38	331919	MANUAL
528101	411 - 620900 -		268.38	331921	MANUAL
# of Claims			23	Vendor Payment Total	11,632.37
CDW LLC					
526891	150 - 610400 -		234.00	330788	227993
PROLINE SAS INTERNAL CABLE 1.6' PART# PRO-SFF8087-8087-50CM					
526993	150 - 630400 -		8,432.88	330889	228193
BARRACUDA INSTANT REPLACEMENT SERVICE MFG PART# BMA850A-H MS NVP SOFTWARE (ADSP016-130652)					
526993	150 - 630400 -		8,432.88	330889	228193
BARRACUDA PREMIUM SUPPORT AGREEMENT MFG PART# BMA850A-P MS NVP SOFTWARE (ADSP016-130652)					
526993	150 - 630400 -		10,330.20	330889	228193

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
LINES 2-4 AS PER MS STATE CONTRACT ADSP016-130652 BARRACUDE ENERGIZE UPDATES - SUBSCRIPTION LICENSE MFG PART# BMA850A-E MS NVP SOFTWARE					
526994	150 - 630400 -		37,772.18	330890	228193
LINE 1 AS PER BIDS RECEIVED 4/29/22 (SEE ATTACHED),BARRACUDE MESSAGE ARCHIVER 850 EMAIL ARCHIVING APPLIANCE					
# of Claims		5	Vendor Payment Total	65,202.14	
CELLULAR SOUTH, INC					
527354	115 - 626001 -		258.15	331248	MANUAL
527603	411 - 626001 -		35.00	331491	MANUAL
# of Claims		2	Vendor Payment Total	293.15	
CENTERPOINT ENERGY RESOURCES CORP					
527488	145 - 626004 -		17.24	331376	MANUAL
527488	411 - 626004 -		17.24	331376	MANUAL
527846	290 - 626004 -		57.36	331733	MANUAL
527847	311 - 626004 -		30.44	331734	MANUAL
527848	411 - 626004 -		29.43	331735	MANUAL
527849	290 - 626004 -		74.76	331736	MANUAL
527850	290 - 626004 -		65.69	331737	MANUAL
527851	290 - 626004 -		29.43	331738	MANUAL
527852	290 - 626004 -		52.60	331739	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527853	290 - 626004 -		35.46	331740	MANUAL
527854	411 - 626004 - 41130		129.15	331741	MANUAL
527855	411 - 626004 - 41131		41.51	331742	MANUAL
527856	411 - 626004 - 41133		46.55	331743	MANUAL
527857	411 - 626004 - 41145		35.46	331744	MANUAL
527858	290 - 626004 -		83.81	331745	MANUAL
527859	311 - 626004 -		37.50	331746	MANUAL
527860	290 - 626004 -		51.93	331747	MANUAL
527861	411 - 626004 -		287.28	331748	MANUAL
527862	311 - 626004 -		29.43	331749	MANUAL
527863	411 - 626004 - 41140		31.49	331750	MANUAL
527864	290 - 626004 -		75.77	331751	MANUAL
528057	213 - 626004 -		39.50	331880	MANUAL
528058	213 - 626004 -		29.43	331881	MANUAL
528102	290 - 626004 -		60.65	331922	MANUAL
528103	411 - 626004 -		30.44	331923	MANUAL
528105	411 - 626002 -		36.13	331925	MANUAL
528106	411 - 626002 -		29.43	331926	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
528108	150 - 626004 -		38.48	331928	MANUAL
528112	411 - 626002 -		29.43	331932	MANUAL
528113	145 - 626004 -		31.43	331933	MANUAL
# of Claims			30	Vendor Payment Total	1,584.45
CHANCELLOR SUPPLY, INC					
527504	315 - 610700 -		39.65	331392	225425
BLANKET PO FOR VARIOUS TRAFFIC DIVISION SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (OCTOBER 2021 - SEPTEMBER 2022 EST)					
527910	213 - 611000 -		23.97	331798	228458
BLANKET PURCHASE ORDER FOR MISCELLANEOUS PARTS AND LIGHTING SUPPLIES FOR THE MUNICIPAL COMPLEX					
# of Claims			2	Vendor Payment Total	63.62
CHARLES BODIE					
528048	135 - 620900 -		450.00	331871	225701
AS PER CITY COUNCIL APPROVAL ON 09/09/20 PROFESSIONAL SERVICES TO REVIEW AND REDACT VIDEO EVIDENCE AND OTHER LEGAL AND PROSECUTORIAL SERVICES. NTE \$25,000.00/YEAR					
# of Claims			1	Vendor Payment Total	450.00
CHASE A H SCOTT					
527001	290 - 626900 -		92.00	330898	MANUAL
527010	290 - 626900 -		92.00	330906	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	2	Vendor Payment Total	184.00	
CINTAS CORP 240					
527082	411 - 612500 -		7.52	330977	MANUAL
527087	411 - 612500 -		34.65	330982	MANUAL
527088	411 - 612500 -		104.33	330983	MANUAL
527089	411 - 612500 -		34.65	330984	MANUAL
527090	411 - 612500 -		65.30	330985	MANUAL
527091	411 - 612500 -		34.65	330986	MANUAL
527093	445 - 610700 -		35.35	330988	MANUAL
527395	411 - 612500 -		62.85	331288	MANUAL
527396	411 - 612500 -		62.85	331289	MANUAL
527397	411 - 612500 -		278.71	331290	MANUAL
527398	411 - 612500 -		278.71	331291	MANUAL
527399	411 - 612500 -		76.52	331292	MANUAL
527400	411 - 612500 -		76.52	331293	MANUAL
527601	411 - 612500 -		7.52	331489	MANUAL
527605	411 - 612500 -		76.52	331492	MANUAL
527606	411 - 612500 -		62.85	331493	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527607	411 - 612500 -		278.71	331494	MANUAL
528045	445 - 610700 -		35.35	331868	MANUAL
528046	445 - 610700 -		35.35	331869	MANUAL

# of Claims	19	Vendor Payment Total	1,648.91
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CINTAS CORPORATION NO 2

527028	411 - 610700 -		31.84	330924	227230
OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS					
527048	411 - 610700 -		33.80	330943	227230
OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS					
527050	411 - 610700 -		4.88	330945	227230
OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS					
527052	411 - 610700 -		4.88	330947	227230
OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS					
527061	445 - 610700 -		53.76	330956	225583
FIRST AID SUPPLIES FOR MARINA					
527352	411 - 610700 -		19.26	331246	227230
OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS					
527546	411 - 610700 -		13.67	331434	227230
OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS					
527547	411 - 610700 -		65.56	331435	227230
OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS					
527548	411 - 610700 -		27.52	331436	227230

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
OPEN P/O FOR FIRST AID SUPPLIES AT ALL COMMUNITY CENTERS, GYMS AND LEISURE SERVICES BLDGS					
		# of Claims	9	Vendor Payment Total	255.17
CITY OF BILOXI					
526880	214 - 450100 - 95451		21,283.00	330778	MANUAL
		# of Claims	1	Vendor Payment Total	21,283.00
CITY OF GULFPORT					
526878	815 - 626003 -		7.70	330776	MANUAL
526883	815 - 626003 -		5.60	330780	MANUAL
526884	815 - 626003 -		5.60	330781	MANUAL
526885	815 - 626003 -		5.60	330782	MANUAL
526886	815 - 626003 -		43.30	330783	MANUAL
526888	445 - 626003 -		37.70	330785	MANUAL
526889	445 - 626003 -		43.70	330786	MANUAL
526901	125 - 626003 -		11.31	330798	MANUAL
526901	213 - 626003 -		26.39	330798	MANUAL
526902	125 - 626003 -		252.70	330799	MANUAL
526902	213 - 626003 -		589.66	330799	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
526909	811 - 626003 -		162.20	330806	MANUAL
526915	445 - 626003 -		515.36	330812	MANUAL
526916	445 - 626003 -		47.96	330813	MANUAL
526917	445 - 626003 -		2,524.90	330814	MANUAL
527490	825 - 626003 -		75.40	331378	MANUAL
527710	213 - 626003 -		173.40	331597	MANUAL
527711	213 - 626003 -		11.30	331598	MANUAL
527712	213 - 626003 -		11.30	331599	MANUAL
527713	411 - 626003 - 41130		127.43	331600	MANUAL
527714	411 - 626003 - 41130		127.43	331601	MANUAL
527715	411 - 626003 - 41130		162.20	331602	MANUAL
527716	411 - 626003 - 41130		162.20	331603	MANUAL
527717	411 - 626003 -		3,802.70	331604	MANUAL
527718	411 - 626003 -		3,898.70	331605	MANUAL
527719	411 - 626003 -		23.64	331606	MANUAL
527720	411 - 626003 -		23.64	331607	MANUAL
527721	411 - 626003 -		162.20	331608	MANUAL
527722	411 - 626003 -		162.20	331609	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527723	411 - 626003 - 41143		162.20	331610	MANUAL
527724	411 - 626003 - 41143		162.20	331611	MANUAL
527725	290 - 626003 -		127.43	331612	MANUAL
527726	290 - 626003 -		127.43	331613	MANUAL
527727	411 - 626003 -		40.61	331614	MANUAL
527728	411 - 626003 -		40.61	331615	MANUAL
527729	411 - 626003 -		484.70	331616	MANUAL
527730	411 - 626003 -		475.70	331617	MANUAL
527731	411 - 626003 -		750.80	331618	MANUAL
527732	411 - 626003 -		750.80	331619	MANUAL
527733	411 - 626003 - 41131		127.43	331620	MANUAL
527734	411 - 626003 -		89.93	331621	MANUAL
527735	411 - 626003 -		77.43	331622	MANUAL
527736	411 - 626003 -		25.80	331623	MANUAL
527737	411 - 626003 -		25.80	331624	MANUAL
527738	411 - 626003 -		25.80	331625	MANUAL
527739	411 - 626003 -		25.80	331626	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527740	411 - 626003 -		25.80	331627	MANUAL
527741	411 - 626003 -		25.80	331628	MANUAL
527742	411 - 626003 -		61.70	331629	MANUAL
527743	411 - 626003 -		61.70	331630	MANUAL
527744	411 - 626003 -		31.70	331631	MANUAL
527745	411 - 626003 -		31.70	331632	MANUAL
527746	411 - 626003 -		31.70	331633	MANUAL
527747	411 - 626003 -		31.70	331634	MANUAL
527748	411 - 626003 -		25.80	331635	MANUAL
527749	411 - 626003 -		25.80	331636	MANUAL
527750	411 - 626003 -		82.70	331637	MANUAL
527751	411 - 626003 -		82.70	331638	MANUAL
527752	411 - 626003 -		25.80	331639	MANUAL
527753	411 - 626003 -		25.80	331640	MANUAL
527754	411 - 626003 -		11.30	331641	MANUAL
527755	411 - 626003 -		11.30	331642	MANUAL
527756	411 - 626003 -		11.30	331643	MANUAL
527757	411 - 626003 -		11.30	331644	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527758	411 - 626003 -		23.64	331645	MANUAL
527759	411 - 626003 -		23.64	331646	MANUAL
527760	411 - 626003 -		138.26	331647	MANUAL
527761	411 - 626003 -		61.45	331648	MANUAL
527762	145 - 626003 -		162.20	331649	MANUAL
527763	145 - 626003 -		162.20	331650	MANUAL
527764	411 - 626003 -		37.70	331651	MANUAL
527765	411 - 626003 -		37.70	331652	MANUAL
527766	411 - 626003 -		188.36	331653	MANUAL
527767	411 - 626003 -		240.68	331654	MANUAL
527768	411 - 626003 -		5.60	331655	MANUAL
527769	411 - 626003 -		5.60	331656	MANUAL
527770	411 - 626003 -		64.93	331657	MANUAL
527771	411 - 626003 -		64.93	331658	MANUAL
527772	411 - 626003 - 41134		110.46	331659	MANUAL
527773	411 - 626003 - 41134		110.46	331660	MANUAL
527774	411 - 626003 -		25.80	331661	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527775	411 - 626003 -		25.80	331662	MANUAL
527776	411 - 626003 -		37.70	331663	MANUAL
527777	411 - 626003 -		37.70	331664	MANUAL
527778	411 - 626003 -		23.64	331665	MANUAL
527779	411 - 626003 -		23.64	331666	MANUAL
527780	411 - 626003 -		40.61	331667	MANUAL
527781	411 - 626003 -		40.61	331668	MANUAL
527782	411 - 626003 -		11.30	331669	MANUAL
527783	411 - 626003 -		67.70	331670	MANUAL
527784	145 - 626003 -		110.46	331671	MANUAL
527785	145 - 626003 -		502.28	331672	MANUAL
527786	290 - 626003 -		345.32	331673	MANUAL
527787	411 - 626003 -		5.60	331674	MANUAL
527788	411 - 626003 -		85.70	331675	MANUAL
527789	411 - 626003 -		37.70	331676	MANUAL
527790	411 - 626003 -		670.70	331677	MANUAL
527791	290 - 626003 -		122.96	331678	MANUAL
527792	411 - 626003 - 41135		110.46	331679	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527795	411 - 626003 -		5.60	331682	MANUAL
527796	411 - 626003 -		5.60	331683	MANUAL
527798	213 - 626003 -		23.64	331685	MANUAL
527799	213 - 626003 -		34.26	331686	MANUAL
527800	411 - 626003 -		5.60	331687	MANUAL
527801	411 - 626003 -		5.60	331688	MANUAL
527802	411 - 626003 -		5.60	331689	MANUAL
527803	411 - 626003 -		5.60	331690	MANUAL
527804	411 - 626003 -		5.60	331691	MANUAL
527805	411 - 626003 -		5.60	331692	MANUAL
527806	290 - 626003 -		64.93	331693	MANUAL
527807	145 - 626003 -		11.30	331694	MANUAL
527808	145 - 626003 -		162.20	331695	MANUAL
527809	411 - 626003 - 41145		127.43	331696	MANUAL
527810	145 - 626003 -		110.46	331697	MANUAL
527811	411 - 626003 -		842.36	331698	MANUAL
527812	145 - 626003 -		23.64	331699	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527813	311 - 626003 -		85.46	331700	MANUAL
527814	411 - 626003 -		73.16	331701	MANUAL
527815	311 - 626003 -		37.70	331702	MANUAL
527816	311 - 626003 -		23.64	331703	MANUAL
527817	145 - 626003 -		23.64	331704	MANUAL
527818	411 - 626003 -		373.70	331705	MANUAL
527819	411 - 626003 -		271.70	331706	MANUAL
527820	290 - 626003 -		244.57	331707	MANUAL
527821	411 - 626003 -		412.70	331708	MANUAL
527822	411 - 626003 -		23.64	331709	MANUAL
527823	290 - 626003 -		114.93	331710	MANUAL
527824	290 - 626003 -		179.17	331711	MANUAL
527825	411 - 626003 -		37.70	331712	MANUAL
527826	411 - 626003 -		37.70	331713	MANUAL
527827	411 - 626003 -		5.60	331714	MANUAL
527828	411 - 626003 - 41144		47.96	331715	MANUAL
527829	411 - 626003 - 41144		247.70	331716	MANUAL
527830	411 - 626003 -		14.20	331717	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527831	411 - 626003 -		11.30	331718	MANUAL
527832	411 - 626003 -		5.60	331719	MANUAL
527833	411 - 626003 -		110.46	331720	MANUAL
527834	290 - 626003 -		153.01	331721	MANUAL
527835	290 - 626003 -		153.01	331722	MANUAL
527836	411 - 626003 -		436.88	331723	MANUAL
527837	411 - 626003 -		162.20	331724	MANUAL
527838	290 - 626003 -		179.17	331725	MANUAL
527839	290 - 626003 -		139.93	331726	MANUAL
527840	290 - 626003 -		102.43	331727	MANUAL
527841	290 - 626003 -		313.96	331728	MANUAL
527842	411 - 626003 - 41140		167.80	331729	MANUAL
527843	411 - 626003 - 41140		179.17	331730	MANUAL
527844	411 - 626003 -		5.60	331731	MANUAL
527845	290 - 626003 -		110.46	331732	MANUAL
527993	145 - 627900 -		5.60	331839	MANUAL
527994	145 - 627900 -		5.60	331840	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
528014	145 - 627900 -		5.60	331837	MANUAL
		# of Claims	152	Vendor Payment Total	27,050.65
CIVICPLUS INC					
527914	115 - 622100 -		1,242.00	331802	MANUAL
		# of Claims	1	Vendor Payment Total	1,242.00
CLAYS PRINT SHOP INC					
526894	811 - 620900 -		1,600.00	330791	227498
160,000 PRINTED BACK OF BILL PAPER LAST PURCHASED DEC 2021					
526936	213 - 626500 -		235.00	330831	228292
PROGRAMS					
527020	213 - 626500 -		106.00	330916	226077
BUSINESS CARDS FOR NEW CAPTAINS, LIEUTENANTS AND DETECTIVES					
527911	213 - 626500 -		255.00	331799	228428
CASE CARDS - GENERIC WHITE AND BLUE LETTERING (10,000)					
528117	145 - 626500 -		48.00	331937	228277
BUSINESS CARDS FOR ALESIA HAYNES, COMMUNITY RELATIONS SUPERVISOR AND LINDSEY MITCHELL, DIGITAL CONTENT SPECIALIST					
528118	145 - 626500 -		48.00	331938	228277
BUSINESS CARDS FOR ALESIA HAYNES, COMMUNITY RELATIONS SUPERVISOR AND LINDSEY MITCHELL, DIGITAL CONTENT SPECIALIST					
		# of Claims	6	Vendor Payment Total	2,292.00
COAST CHLORINATOR CO					
527545	815 - 616400 -		41.00	331433	228401
ITEM #0290-6: CHLORINE TEST TUBE					
527545	815 - 616400 -		52.00	331433	228401

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ITEM #29129: PM KIT FOR REMOTE METER 527545	815 - 616400 -		72.00	331433	228401
ITEM #DSL-16: HOSE BIB LOCK 527545	815 - 616400 -		75.00	331433	228401
LABOR TO INSTALL PM KIT IN REMOTE METER 527545	815 - 616400 -		210.00	331433	228401
LABOR TO INSTALL PM KIT IN EJECTOR 527545	815 - 616400 -		238.00	331433	228401
ITEM #F100: 3/8 X 1/4 NPT TUBING CONNECTOR 527545	815 - 616400 -		360.00	331433	228401
LABOR TO INSTALL PM KIT FOR AUTOMATIC SWITCHOVER 527545	815 - 616400 -		444.00	331433	228401
ITEM #14431-4PM: PM KIT FOR CL2 EJECTOR 527545	815 - 616400 -		472.00	331433	228401
REGULATORS AND TUBING FOR CHLORINE REPAIR STOCK -- ITEM #14428: PM KIT FOR AUTO SWITCHOVER 527545	815 - 616400 -		780.00	331433	228401
ITEM #19870: EJECTOR NOZZLE					
# of Claims		10	Vendor Payment Total	2,744.00	
COAST COCA COLA BOTTLING CO A					
527340	411 - 610700 -		336.00	331234	228423
WATER FOR BEAUTIFICATION AND SPORTSLEX DIVISIONS					
# of Claims		1	Vendor Payment Total	336.00	
COAST ELECTRIC POWER ASSOC					
527865	411 - 626002 - 41136		276.75	331752	MANUAL
527866	325 - 625100 -		49.10	331753	MANUAL
527867	325 - 625100 -		59.76	331754	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527868	411 - 626002 - 41138		2,657.60	331755	MANUAL
527869	411 - 626002 - 41138		603.59	331756	MANUAL
527870	325 - 625100 -		79.08	331757	MANUAL
527871	411 - 626002 - 41136		4,575.53	331758	MANUAL
527872	411 - 626002 - 41136		2,660.30	331759	MANUAL
527873	411 - 626002 - 41136		84.86	331760	MANUAL
527874	325 - 625100 -		47.21	331761	MANUAL
527875	325 - 625100 -		43.66	331762	MANUAL
527876	325 - 625100 -		43.75	331763	MANUAL
527877	325 - 625100 -		54.60	331764	MANUAL
527878	325 - 625100 -		45.43	331765	MANUAL
527879	325 - 625100 -		42.78	331766	MANUAL
527880	411 - 626002 - 41136		39.15	331767	MANUAL
527881	411 - 626002 - 41136		1,672.68	331768	MANUAL
527882	411 - 626002 -		1,916.24	331769	MANUAL
527883	311 - 626002 -		51.14	331770	MANUAL
527884	325 - 625100 -		54.38	331771	MANUAL
527885	290 - 626002 -		486.38	331772	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527886	411 - 626002 -		64.92	331773	MANUAL
527887	325 - 625100 -		66.18	331774	MANUAL
527888	411 - 626002 - 41136		4,311.29	331775	MANUAL
527944	825 - 626002 -		535.95	331791	MANUAL
527945	825 - 626002 -		61.86	331792	MANUAL
527946	815 - 626002 -		827.23	331793	MANUAL
527947	815 - 626002 -		757.04	331794	MANUAL
527948	825 - 626002 -		50.15	331795	MANUAL
527949	825 - 626002 -		65.56	331796	MANUAL
527950	825 - 626002 -		74.76	331797	MANUAL
527951	825 - 626002 -		53.22	331798	MANUAL
527952	825 - 626002 -		90.86	331799	MANUAL
527953	825 - 626002 -		163.44	331800	MANUAL
527954	815 - 626002 -		597.82	331801	MANUAL
527955	825 - 626002 -		68.71	331802	MANUAL
527956	825 - 626002 -		50.61	331803	MANUAL
527957	825 - 626002 -		94.07	331804	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527958	815 - 626002 -		42.32	331805	MANUAL
527959	825 - 626002 -		107.31	331806	MANUAL
527960	825 - 626002 -		48.85	331807	MANUAL
527961	825 - 626002 -		90.13	331808	MANUAL
527962	825 - 626002 -		72.32	331809	MANUAL
527963	815 - 626002 -		145.75	331810	MANUAL
527964	825 - 626002 -		52.20	331811	MANUAL
527965	825 - 626002 -		56.35	331812	MANUAL
527966	825 - 626002 -		42.18	331813	MANUAL
527967	825 - 626002 -		47.99	331814	MANUAL
527968	825 - 626002 -		313.87	331815	MANUAL
527969	825 - 626002 -		53.88	331816	MANUAL
527970	825 - 626002 -		54.79	331817	MANUAL
528098	825 - 626002 -		149.01	331918	MANUAL
528104	825 - 626002 -		54.88	331924	MANUAL
528107	825 - 626002 -		136.96	331927	MANUAL
# of Claims			54	Vendor Payment Total	24,946.43

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
COAST PROCESS SERVERS					
527083	135 - 621300 -		90.00	330978	MANUAL
	# of Claims	1	Vendor Payment Total	90.00	
COASTAL DUST CONTROL					
526913	811 - 610100 -		13.86	330810	MANUAL
526918	150 - 610100 -		13.10	330815	MANUAL
526976	213 - 610100 -		22.77	330871	MANUAL
527392	150 - 610100 -		13.10	331286	MANUAL
527393	150 - 610100 -		13.10	331287	MANUAL
527435	213 - 610100 -		22.77	331326	MANUAL
528047	150 - 610100 -		13.10	331870	MANUAL
528055	213 - 610100 -		22.77	331878	MANUAL
	# of Claims	8	Vendor Payment Total	134.57	
COBURN SUPPLY COMPANY INC					
527373	815 - 616700 -		870.00	331267	227816
AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- SECTION XIV, ITEM 25: 12" X 8" TAPPING SLEEVE, C900 (13.31-13.60)					
	# of Claims	1	Vendor Payment Total	870.00	
COMMUNICATIONS INTERNATIONAL INC					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527302	213 - 611300 -		441.60	331197	228121
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					
527424	290 - 610700 -		60.00	331315	228048
SHIPPING FEE					
527424	290 - 610700 -		1,330.00	331315	228048
LABOR					
527424	290 - 610700 -		1,610.00	331315	228048
LOW TILT/SWIVEL DESKTOP MOUNT					
527424	290 - 610700 -		3,500.00	331315	228048
UNIVERSAL RUGGED CRADLE, LAPTOP					
527565	290 - 612200 -		670.00	331453	227998
BLANKET PURCHASE ORDER FOR SMALL EQUIPMENT SERVICE / REPAIRS					
527615	213 - 611300 -		95.00	331502	228121
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					
527616	213 - 611300 -		153.60	331503	228121
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					
527617	213 - 611300 -		95.00	331504	228121
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					
527618	213 - 611300 -		95.00	331505	228121
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					
527619	213 - 611300 -		106.10	331506	228121
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					
527620	213 - 611300 -		95.00	331507	228121
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					
527621	213 - 611300 -		102.50	331508	228121
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					
527622	213 - 611300 -		95.00	331509	228121
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					
527623	213 - 611300 -		95.00	331510	228121
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					
527624	213 - 611300 -		238.33	331511	228121
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					
527673	213 - 611300 -		4,951.00	331560	228356
ITEM# MC-023933 / SPEAKER MICROPHONE, P5300 (QUOTE QO0019733)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	17	Vendor Payment Total	13,733.13	
CORNETT BOLT & SCREW, INC					
527500	315 - 610700 -		75.10	331388	226237
BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)					
527500	311 - 610700 -		75.11	331388	226237
BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)					
527501	311 - 610700 -		3.72	331389	226237
BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)					
527501	315 - 610700 -		3.72	331389	226237
BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)					
527502	311 - 610700 -		48.59	331390	226237
BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)					
527502	315 - 610700 -		48.59	331390	226237
BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)					
527503	311 - 610700 -		3.73	331391	226237
BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)					
527503	315 - 610700 -		3.73	331391	226237
BLANKET PO FOR MISCELLANEOUS SMALL PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 (EST TIME PERIOD NOVEMBER 2021 - SEPTEMBER 2022)					
527512	411 - 610700 -		131.84	331400	225304
OPEN P/O FOR NUTS BOLTS ETC AS NEEDED					
527586	445 - 612200 -		145.18	331474	225575
OPEN P/O FOR NUTS BOLTS SCREWS ETC MARINA					
	# of Claims	10	Vendor Payment Total	539.31	
CUBIC ITS, INC					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527370	315 - 630100 -		70.00	331264	228236
ITEM #GS2-TS1-OPT: GS2 PROCESSOR TS1 MODULE					
527370	315 - 630100 -		310.00	331264	228236
AS PER MS STATE CONTRACT 8200057070 -- FOR 2 NEW VEHICLE DETECTION SYSTEMS -- ITEM					
#GS-3-CBL: 84" CABLE BRACKET					
527370	315 - 630100 -		680.00	331264	228236
ITEM #GS-3-TS1: TS1 INTERFACE CABLE					
527370	315 - 630100 -		6,900.00	331264	228236
ITEM #GS-3-SMK: SMARTMOUNT BELL CAMERA					
527370	315 - 630100 -		8,800.00	331264	228236
ITEM #GS-3-PFM+: PERFORMANCE PLUS MODULE					
527370	315 - 630100 -		20,290.00	331264	228236
ITEM #GS-3-GS2: GRIDSMART GS2 PROCESSOR					
# of Claims		6	Vendor Payment Total	37,050.00	
CURTIS PRESTWOOD JR					
526874	290 - 626900 -		118.00	330772	MANUAL
526907	290 - 622300 -		65.00	330804	MANUAL
# of Claims		2	Vendor Payment Total	183.00	
DAVISON FUELS & OIL LLC					
527041	445 - 614100 -		14,912.89	330936	MANUAL
528040	445 - 614100 -		5,730.11	331864	MANUAL
528041	445 - 614100 -		15,125.35	331865	MANUAL
528042	445 - 614100 -		12,099.75	331866	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	4	Vendor Payment Total	47,868.10	
DE L'EPEE DEAF CENTER INC					
527086	115 - 622100 -		257.45	330981	MANUAL
	# of Claims	1	Vendor Payment Total	257.45	
DEEP SOUTH ART WORKS					
527040	115 - 622100 -		135.00	330935	228042
CERTIFICATE FRAMING					
527040	115 - 622100 -		150.00	330935	228042
CERTICATE REPLACEMENT X6					
	# of Claims	2	Vendor Payment Total	285.00	
DEERE CREDIT INC					
528081	411 - 651400 -		4,508.67	331901	226302
AS PER COUNCIL APPROVAL 4/20/21, EQUIPMENT LEASE FOR SPORTSPLEX AND					
BEAUTIFICATION DEPT 020-0058651-005					
528096	411 - 651400 -		5,740.15	331916	226232
EQUIPMENT LEASE FOR LEISURE SERVICES 020-0058651-0004 COUNCIL APPROVAL 12/18/20					
528097	411 - 651400 -		1,559.94	331917	226301
LEASE OF JOHN DEERE EQUIPMENT 020-0058651-003 UTILITY VEHICLE 4/15/20-4/15/23 COUNCIL					
APPROVAL 6/18/2019					
	# of Claims	3	Vendor Payment Total	11,808.76	
DEMITRIUS DOUGLAS					
527631	411 - 620900 -		75.00	331518	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	75.00	
DIANA PUNZO					
527577	411 - 613400 -		190.00	331465	228110
MESH BANNER INSTALL LABOR					
527577	411 - 613400 -		522.00	331465	228110
4 MESH BANNERS FOR SPORTSPLEX					
	# of Claims	2	Vendor Payment Total	712.00	
DIBS CHEMICAL & SUPPLY CO					
527356	411 - 610700 -		470.20	331250	228325
MURIATIC ACID FOR FRANCIS COLLINS POOL					
527357	411 - 610700 -		32.24	331251	228325
CALCIUM CHLORIDE FLAKE FOR 25LB FOR FRANCIS COLLINS POOL					
527357	411 - 610700 -		242.96	331251	228325
CALCIUM HYPOCHLORITE 100# GRANULAR CAL-HYPO REFRESH FOR FRANCIS COLLINS POOL					
	# of Claims	3	Vendor Payment Total	745.40	
DISCRETE WIRELESS INC					
527647	815 - 626001 -		104.46	331534	225997
AS PER NEXTRAQ AGREEMENT APPROVED BY COUNCIL 8/18/2020 -- 110 UNITS AT \$15.95/UNIT					
PER MONTH					
527648	815 - 626001 -		1,754.50	331535	225997
AS PER NEXTRAQ AGREEMENT APPROVED BY COUNCIL 8/18/2020 -- 110 UNITS AT \$15.95/UNIT					
PER MONTH					
	# of Claims	2	Vendor Payment Total	1,858.96	
DLT SOLUTIONS LLC					
527411	150 - 621700 -		678.15	331304	228438

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AUTOCAD ANNUAL SUBSCRIPTION RENEWAL APPROVED BY COUNCIL 01/08/2002					
527411	150 - 621700 -		4,930.24	331304	228438
AUTOCAD ARITECTURE ENG ANNUAL SUBSCRIPTION					
# of Claims		2	Vendor Payment Total	5,608.39	
DMS MAIL MANAGEMENT, INC.					
526846	611 - 625700 -		73.63	330745	228171
DMS MAIL MONTHLY SERVICE FEES					
526897	811 - 625700 -		1.39	330794	228348
APRIL DMS POSTAGE CHARGES					
526897	815 - 625700 -		51.51	330794	228348
APRIL DMS POSTAGE CHARGES					
526899	290 - 625700 -		0.08	330796	228348
APRIL DMS POSTAGE CHARGES					
526899	145 - 625700 -		37.03	330796	228348
APRIL DMS POSTAGE CHARGES					
526998	811 - 620900 -		2,376.78	330894	228359
APRIL INV# 20227570-537					
# of Claims		6	Vendor Payment Total	2,540.42	
DOUG SINGLETARY & ASSOC					
527412	145 - 620900 -		681.82	331305	227999
SALE OF 30TH AVE PROPERTY					
527412	145 - 620900 -		818.18	331305	227999
SALE OF 34TH AVE PROPERTY					
527413	145 - 620900 -		568.18	331306	227999
SALE OF 30TH AVE PROPERTY					
527413	145 - 620900 -		681.82	331306	227999
SALE OF 34TH AVE PROPERTY					
# of Claims		4	Vendor Payment Total	2,750.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
DOWDY & DOWDY PARTNERSHIP					
527477	412 - 627800 -		240.00	331365	227231
ADVERTISING FOR CINEMA BY THE SHORE WZKM RADIO					
527478	412 - 627800 -		192.00	331366	227231
ADVERTISING FOR CINEMA BY THE SHORE WZKM RADIO					
# of Claims			2	Vendor Payment Total	432.00
DPC ENTERPRISES LP					
527532	815 - 613700 -		766.50	331420	226264
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS					
527533	815 - 613700 -		638.75	331421	226264
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS					
527534	815 - 613700 -		638.75	331422	226264
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS					
527535	815 - 613700 -		255.50	331423	226264
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS					
527536	815 - 613700 -		383.25	331424	226264
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS					
527537	815 - 613700 -		383.25	331425	226264
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS					
527538	815 - 613700 -		383.25	331426	226264

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS					
527539	815 - 613700 -		383.25	331427	226264
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS					
527540	815 - 613700 -		766.50	331428	226264
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR CHLORINE CYLINDERS USED TO TREAT CITY WATER SUPPLY - FY 2022 (ESTIMATED TIME PERIOD NOVEMBER 2021-SEPTEMBER 2022) - 150 LB CHLORINE CYLINDERS					
# of Claims		9	Vendor Payment Total	4,599.00	
DPS CRIME LAB					
526973	213 - 620701 -		1,500.00	330868	MANUAL
527431	213 - 620701 -		1,850.00	331322	MANUAL
527432	213 - 620701 -		4,700.00	331323	MANUAL
# of Claims		3	Vendor Payment Total	8,050.00	
DS WATERS OF AMERICA INC					
527407	445 - 610700 -		59.41	331300	MANUAL
# of Claims		1	Vendor Payment Total	59.41	
DUKES DUKES KEATING & FANCA ATTY					
527582	915 - 621300 -		294.50	331470	221621
AS PER COUNCIL APPROVAL 10/19/21, LEGAL FEES FOR WORKMANS COMP CLAIMS					
527583	915 - 621300 -		9.50	331471	221621
AS PER COUNCIL APPROVAL 10/19/21, LEGAL FEES FOR WORKMANS COMP CLAIMS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527584	915 - 621300 -		1,232.83	331472	221621
AS PER COUNCIL APPROVAL 10/19/21, LEGAL FEES FOR WORKMANS COMP CLAIMS					
527585	915 - 621300 -		18.20	331473	221621
AS PER COUNCIL APPROVAL 10/19/21, LEGAL FEES FOR WORKMANS COMP CLAIMS					
# of Claims		4	Vendor Payment Total	1,555.03	
DUSTIN WASSMUTH					
527889	213 - 626900 -		65.00	331776	228509
LUNCH - FOOD ALLOWANCE FOR D WASSMUTH WHILE ATTENDING RCTA - SEARCH/ARREST WARRANT SERVICE - LEVEL 1 IN PLAIN DEALING, LA 06/05/22 TO 06/10/22					
527889	213 - 626900 -		138.00	331776	228509
DINNER - FOOD ALLOWANCE FOR D WASSMUTH WHILE ATTENDING RCTA - SEARCH/ARREST WARRANT SERVICE - LEVEL 1 IN PLAIN DEALING, LA 06/05/22 TO 06/10/22					
# of Claims		2	Vendor Payment Total	203.00	
EAGLE ENERGY INC.					
527991	411 - 614000 -		1,629.49	331838	227755
DIESEL FOR SPORTSPLEX					
528015	411 - 614000 -		135.23	331839	227755
DIESEL FUEL FOR GOLDIN SPORTS COMPLEX					
528015	411 - 614000 -		251.98	331839	227755
DIESEL FOR SPORTSPLEX					
528016	411 - 614000 -		1,321.53	331840	227756
NON ETHANOL UNLEADED FOR BEAUTIFICATION DEPT					
528017	411 - 614000 -		1,512.53	331841	227756
DIESEL					
# of Claims		5	Vendor Payment Total	4,850.76	
EAGLE SERVICES, INC.					
527034	411 - 612200 -		147.00	330929	228329
SERVICE TO CHECK AC AT BAYOU VIEW BALLFIELDS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	147.00	
EK EMBROIDERY LLC					
528051	290 - 612500 -		8.00	331874	226038
EMBROIDERY NAME AND RANK					
528051	290 - 612500 -		88.00	331874	226038
EMB HAT BACK					
528051	290 - 612500 -		132.00	331874	226038
EMBROIDERY NAME TAPE PATCH W/VELCRO					
	# of Claims	3	Vendor Payment Total	228.00	
EMERGENCY MEDICAL PRODUCTS INC					
526869	290 - 610700 -		115.16	330767	228257
69100 CURAPLEX FINGER PULSE OXIMETER					
526869	290 - 610700 -		421.01	330767	228257
88006101 LAERDAL COMPACT SUCTION UNIT					
	# of Claims	2	Vendor Payment Total	536.17	
EQUIFAX CREDIT INFORMATION SERVICES					
526972	213 - 627900 -		78.14	330867	MANUAL
527323	213 - 621700 -		102.00	331217	MANUAL
	# of Claims	2	Vendor Payment Total	180.14	
ERIC HILL					
527632	411 - 620900 -		450.00	331519	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	450.00	
ERIC VALLES					
526908	290 - 622300 -		20.00	330805	MANUAL
	# of Claims	1	Vendor Payment Total	20.00	
EULA R JOSEPH					
527634	411 - 620900 -		382.50	331521	MANUAL
	# of Claims	1	Vendor Payment Total	382.50	
EVIDENT INC					
527468	213 - 615200 -		24.50	331358	228297
ITEM# 3037 / 200 - WOOD SHAFT SWABS - 100 PACKS (QUOTE 190609A)					
527468	213 - 615200 -		35.15	331358	228297
ITEM# 5088G / 50 GRAY 2" ADHESIVE SCALES					
527468	213 - 615200 -		35.15	331358	228297
ITEM# 5088B / 50 BLACK 2" ADHESIVE SCALES					
527468	213 - 615200 -		107.50	331358	228297
ITEM# 6072 / 1 - TYVEK COVERALL - LARGE					
527468	213 - 615200 -		107.82	331358	228297
ITEM# 6073 / 1- TYVEK COVERALL - XLARGE					
527468	213 - 615200 -		114.00	331358	228297
ITEM# 6082-CS / TYVEK BOOT COVERS - 50 PAIR - BULK CASE					
	# of Claims	6	Vendor Payment Total	424.12	
F. B. RUSTY WALKER					
526989	115 - 626900 -		2,596.16	330885	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					

# of Claims	1	Vendor Payment Total	2,596.16
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FASTENAL

527515	311 - 611000 -		155.20	331403	227608
BRAILLE EXIT SIGNS IN LOBBY AND CONFERENCE ROOM FOR ADA COMPLIANCE -- ITEM #1026142: 70115 2"H X 8"W NO GLARE RIGID PLASTIC WHITE/BLACK EXIT BRAILLE ADA SIGN					

# of Claims	1	Vendor Payment Total	155.20
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FERGUSON US HOLDINGS, INC.

527371	311 - 614600 -		685.00	331265	228090
RESTOCK INVENTORY -- ITEM #PSHYD5GALFAS: HYDRA PLUG CEMENT, FAST 50# PAIL, RED					
527372	311 - 614600 -		342.50	331266	228090
RESTOCK INVENTORY -- ITEM #PSHYD5GALFAS: HYDRA PLUG CEMENT, FAST 50# PAIL, RED					
527496	815 - 616700 -		42.35	331384	227182
BLANKET PO FOR OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (ESTIMATED TIME PERIOD FEBRUARY - SEPTEMBER 2022)					
527496	825 - 616100 -		42.35	331384	227182
BLANKET PO FOR OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (ESTIMATED TIME PERIOD FEBRUARY - SEPTEMBER 2022)					
527497	825 - 616100 -		334.89	331385	227182
BLANKET PO FOR OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (ESTIMATED TIME PERIOD FEBRUARY - SEPTEMBER 2022)					
527497	815 - 616700 -		334.90	331385	227182
BLANKET PO FOR OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (ESTIMATED TIME PERIOD FEBRUARY - SEPTEMBER 2022)					
527498	815 - 616700 -		35.00	331386	227182
BLANKET PO FOR OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (ESTIMATED TIME PERIOD FEBRUARY - SEPTEMBER 2022)					
527498	825 - 616100 -		35.00	331386	227182
BLANKET PO FOR OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (ESTIMATED TIME PERIOD FEBRUARY - SEPTEMBER 2022)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	8	Vendor Payment Total	1,851.99	
FLEETCOR TECHNOLOGIES					
527324	445 - 614000 -		13.45	331218	MANUAL
527665	445 - 614000 -		132.95	331552	MANUAL
527666	815 - 614000 -		164.60	331553	MANUAL
527668	815 - 614000 -		55.75	331555	MANUAL
527669	815 - 614000 -		224.72	331556	MANUAL
527678	213 - 614000 -		15,889.51	331565	MANUAL
527679	213 - 614000 -		15,720.50	331566	MANUAL
527680	213 - 614000 -		14,678.05	331567	MANUAL
527681	411 - 614000 -		80.36	331568	MANUAL
527682	411 - 614000 -		186.06	331569	MANUAL
527683	411 - 614000 -		313.21	331570	MANUAL
527684	411 - 614000 -		270.56	331571	MANUAL
527685	411 - 614000 -		178.26	331572	MANUAL
527686	311 - 614000 -		819.06	331573	MANUAL
527687	311 - 614000 -		502.99	331574	MANUAL
527688	311 - 614000 -		877.03	331575	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527689	145 - 614000 -		83.65	331576	MANUAL
527690	325 - 614000 -		81.41	331577	MANUAL
527691	325 - 614000 -		92.44	331578	MANUAL
527692	325 - 614000 -		151.80	331579	MANUAL
527693	290 - 614000 -		3,866.80	331580	MANUAL
527694	290 - 614000 -		3,766.94	331581	MANUAL
527695	290 - 614000 -		3,963.55	331582	MANUAL
527696	411 - 614000 -		119.54	331583	MANUAL
527697	411 - 614000 -		180.90	331584	MANUAL
527698	411 - 614000 -		83.03	331585	MANUAL
527699	611 - 614000 -		522.54	331586	MANUAL
527700	611 - 614000 -		356.22	331587	MANUAL
527701	611 - 614000 -		362.16	331588	MANUAL
527702	411 - 614000 -		119.63	331589	MANUAL
527703	411 - 614000 -		153.67	331590	MANUAL
527704	411 - 614000 -		112.28	331591	MANUAL
527705	411 - 614000 -		617.61	331592	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527706	411 - 614000 -		497.35	331593	MANUAL
527707	411 - 614000 -		687.18	331594	MANUAL
# of Claims		35	Vendor Payment Total	65,925.76	
FORMSTACK LLC					
526992	150 - 621700 -		891.00	330888	228392
FORMSTACK MAINTENANCE					
MAY 14 2022 THROUGH MAY 13 2023					
# of Claims		1	Vendor Payment Total	891.00	
GABRIEL MAKONNEN SHABAZZ					
527635	411 - 620900 -		510.00	331522	MANUAL
# of Claims		1	Vendor Payment Total	510.00	
GARRETT F RASKETT					
527045	290 - 626900 -		69.00	330940	MANUAL
# of Claims		1	Vendor Payment Total	69.00	
GARY E ALEXANDER					
527636	411 - 620900 -		375.00	331523	MANUAL
# of Claims		1	Vendor Payment Total	375.00	
GEIGER INC					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527564	290 - 627700 -		2.80	331452	228320
ITEM LCC-FT25 FIRE TRUCK STRESS RELIEVER RED WITH BLACK IMPRINT					
527564	290 - 627700 -		379.00	331452	228320
ITEM GEL 2 HAND SANITZER 2 OUNCE WHITE WITH FULL COLOR LABEL					
527590	290 - 627700 -		41.73	331478	228320
BOTTLES WITH FIRE CHEIF HELMET ITEM 67800					
527590	290 - 627700 -		741.09	331478	228320
ITEM LCC-FT25 FIRE TRUCK STRESS RELIEVER RED WITH BLACK IMPRINT					
528050	290 - 627700 -		709.32	331873	228320
BOTTLES WITH FIRE CHEIF HELMET ITEM 67800					
# of Claims			5	Vendor Payment Total	1,873.94
GEORGE MCRAE PATTERSON JR					
527390	412 - 627800 -		500.00	331284	227184
DJ SERVICES FOR CINEMA BY THE SHORE APRIL 22, MAY 20, AUGUST 19 2022 COUNCIL APPROVAL 12/07/2021					
# of Claims			1	Vendor Payment Total	500.00
GIBSON MAINTENANCE, LLC					
527031	411 - 612200 -		12.00	330926	227696
7.01A INSTALL DRYWALL LYMAN COMMUNITY CENTER KITCHEN AND MENS ROOM UNIT PRICE CONTRACT					
527031	411 - 612200 -		120.00	330926	227696
FLOAT DRYWALL					
527031	411 - 612200 -		644.10	330926	227696
701B PAINT WALLS AND MENS ROOM CEILING					
527032	411 - 620900 -		320.00	330927	227535
MAN HOURS TO PRESSURE WASH EXTERIOR					
527032	411 - 620900 -		5,772.20	330927	227535
7.01B UNIT PRICE CONTRACT PAINT EXTERIOR AND INTERIOR WALLS AND INTERIOR CEILING AT GASTON HEWES CENTER					
527033	411 - 620900 -		210.00	330928	227631
7.01F UNIT PRICE CONTRACT INSTALL GLUE DOWN FLOOR					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527033	411 - 620900 -		480.00	330928	227631
MAN HOURS TO REMOVE FLOORING IN TWO RESTROOMS AT FRANIS X COLLINS CENTER					
527033	411 - 620900 -		480.00	330928	227631
MAN HOURS TO PREP AREA FOR NEW FLOORING AND INSTALL QUARTER ROUND					
527038	411 - 612200 -		96.00	330933	227568
7.01C PAINT TRIM					
527038	411 - 612200 -		240.00	330933	227568
LABOR TO PREP DOORS AND TRIM					
527038	411 - 612200 -		319.20	330933	227568
701B UNIT PRICE CONTRACT PAINT DOORS					
527038	411 - 612200 -		640.00	330933	227568
MAN HOURS TO REMOVE AND REPLACE DAMAGED SOFFIT AT GASTON POINT CENTER					
# of Claims			12	Vendor Payment Total	9,333.50
GLEEM PAINT CENTER					
527365	315 - 615700 -		507.45	331259	228375
LAY OUT PAINT FOR STRIPING -- TRAFFIC MARKING PAINT, 18 OZ CAN					
# of Claims			1	Vendor Payment Total	507.45
GLOBE MANUFACTURING LLC					
527425	290 - 612500 -		45.36	331316	228113
FIRE PROTECTIVE GEAR CLEANED & REPAIRED FOR RGA 040722KM3 SERIAL NUMBER 5739102					
UPS CALL TAG					
527425	290 - 612500 -		46.04	331316	228113
FIRE PROTECTIVE GEAR CLEANED & REPAIRED FOR RGA 040722KM3 SERIAL NUMBER 5001558					
REPLACE VELCRO					
527425	290 - 612500 -		137.00	331316	228113
FIRE PROTECTIVE GEAR CLEANED & REPAIRED FOR RGA 040722KM3 SERIAL NUMBER 5351270					
REINFORCE POCKET, REINFORCE SHELL 1 AREA, DARN SHELL 4 AREAS					
# of Claims			3	Vendor Payment Total	228.40

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
GOLDIN METALS, INC					
527566	290 - 630100 - 91625		18.21	331454	228178
PACKAGING					
527566	290 - 630100 - 91625		30.24	331454	228178
#27 INSIDE CORNER					
527566	290 - 630100 - 91625		39.89	331454	228178
#26 RAKE & CORNER					
527566	290 - 630100 - 91625		63.57	331454	228178
#12 TRANSITION FLASH					
527566	290 - 630100 - 91625		91.07	331454	228178
ZAC LAP SCREWS					
527566	290 - 630100 - 91625		91.36	331454	228178
#24 GABLE START					
527566	290 - 630100 - 91625		109.29	331454	228178
METAL FRAME SCREWS					
527566	290 - 630100 - 91625		326.95	331454	228178
BASE ANGLE 4 X 2					
527566	290 - 630100 - 91625		336.95	331454	228178
PACKING PRICE FOR EAVE STRUT AND LOW END					
527566	290 - 630100 - 91625		520.78	331454	228178
GLUM PANELS 38" FOR FIRE STATION 9					
527566	290 - 630100 - 91625		563.81	331454	228178
PULIN ZEE 8"					
527566	290 - 630100 - 91625		744.22	331454	228178
RED PANELS 38"					
527566	290 - 630100 - 91625		837.83	331454	228178
INSULATION REINFORCED 3" 6 X 104					
527567	290 - 630100 - 91625		1.79	331455	228178
PACKAGING					
527567	290 - 630100 - 91625		2.96	331455	228178
#27 INSIDE CORNER					
527567	290 - 630100 - 91625		3.91	331455	228178
#26 RAKE & CORNER					
527567	290 - 630100 - 91625		6.23	331455	228178
#12 TRANSITION FLASH					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527567	290 - 630100 - 91625		8.93	331455	228178
ZAC LAP SCREWS					
527567	290 - 630100 - 91625		8.96	331455	228178
#24 GABLE START					
527567	290 - 630100 - 91625		10.71	331455	228178
METAL FRAME SCREWS					
527567	290 - 630100 - 91625		32.05	331455	228178
BASE ANGLE 4 X 2					
527567	290 - 630100 - 91625		33.03	331455	228178
PACKING PRICE FOR EAVE STRUT AND LOW END					
527567	290 - 630100 - 91625		51.05	331455	228178
GLUM PANELS 38" FOR FIRE STATION 9					
527567	290 - 630100 - 91625		55.27	331455	228178
PULIN ZEE 8"					
527567	290 - 630100 - 91625		72.96	331455	228178
RED PANELS 38"					
527567	290 - 630100 - 91625		82.13	331455	228178
INSULATION REINFORCED 3" 6 X 104					
# of Claims		26	Vendor Payment Total	4,144.15	
GOOD TIMES INC					
527475	412 - 627800 -		28.05	331363	228352
ONE TIME FEE					
527475	412 - 627800 -		625.46	331363	228352
ITEM# 47201, AVENGER COLORING BOOKS - 2346859					
528123	412 - 627800 -		80.00	331943	228341
ASI SET UP CHARGE					
528123	412 - 627800 -		412.50	331943	228341
ATHLETIC SPORTS HEADBAND WITH CUSTOM INPRINT TIE, BLACK-HBFLD001, COLOR HEADBAND, COLOR INPRINT, ONE COLOR					
# of Claims		4	Vendor Payment Total	1,146.01	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
GOODYEAR CORPORATE #2728					
527674	213 - 611300 -		50.00	331561	228431
WASTE FEE					
527674	213 - 611300 -		2,540.00	331561	228431
STATE CONTRACT 8200062142 // ITEM# 732523500 / P265/60R17 108V SL EAG RS-A VSBRTL					
527674	213 - 611300 -		3,750.00	331561	228431
STATE CONTRACT 8200062142 // ITEM# 732312500 / P225/60R18 99W SL EAG RS-A VSBRTL (ESTIMATE 1103)					
	# of Claims	3	Vendor Payment Total	6,340.00	
GREEN EQUIPMENT CORP					
527543	825 - 620900 -		170.00	331431	227893
LABOR					
527543	825 - 620900 -		425.00	331431	227893
REPAIR OF GATOR CAM -- REPAIRS, CABLEFORM PLUG ASSEMBLY					
	# of Claims	2	Vendor Payment Total	595.00	
GULF BREEZE LANDSCAPING LLC					
527096	511 - 640100 - 05909		8,820.00	330991	227720
25'8" X 25'8" CONCRETE SLAB FOR BASKETBALL COURT					
527097	511 - 640100 - 05909		3,000.00	330992	227254
#610 LIMESTONE BASE, COMPACTED IN PLACE					
527097	511 - 640100 - 05909		3,550.00	330992	227254
STORMWATER MANAGEMENT & EROSION CONTROL					
527097	511 - 640100 - 05909		8,550.00	330992	227254
CONCRETE SIDEWALK					
	# of Claims	4	Vendor Payment Total	23,920.00	
GULF COAST BUSINESS SUPPLY CO					
526854	290 - 610100 -		27.36	330753	228073
BWK174 SCRUBBING SPONGE					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
526854	290 - 610100 -		33.41	330753	228073
GJO47537 GENUINE JOE MICROFIBER TUBE WET MOP COMPLETE					
526854	290 - 610100 -		37.38	330753	228073
BWK404612 CAN LINERS					
526854	290 - 610100 -		49.54	330753	228073
KESFORESTFRSH ALL PURPOSE CLEANER					
526854	290 - 610100 -		51.22	330753	228073
CPC14278CT OXYGEN BLEACH POWDER CLEANSER					
526854	290 - 610100 -		56.20	330753	228073
GJO99668CT GENUINE JOE PEROXIDE POWER RESTROOM CLEANER SPRAY					
526854	290 - 610100 -		59.44	330753	228073
PGC23124CT MULTIPURPOSE CLEANING SOLUTION					
526854	290 - 610100 -		134.91	330753	228073
UNGF90 AQUADOZER HEAVY DUTY FLOOR SQUEEGEE					
526854	290 - 610100 -		270.95	330753	228073
BWK410321 CENTER-PULL ROLL TOWELS					
526854	290 - 610100 -		320.51	330753	228073
BWK6272 KITCHEN ROLL TOWEL					
526855	290 - 610100 -		27.56	330754	228246
1336 INDUSTRIAL DUST MOP HEAD, HYGRADE COTTON, 36W X 5D					
526855	290 - 610100 -		54.72	330754	228246
BWK174 SCRUBBING SPONGE					
526855	290 - 610100 -		83.84	330754	228246
1324 INDUSTRIAL DUST MOP HEAD, HYGRADE COTTON 24WX5D					
526855	290 - 610100 -		198.66	330754	228246
14278 BLEACH CLEANSER					
526855	290 - 610100 -		288.00	330754	228246
KESFORESTFRSH ALL-PURPOSE CLEANER					
526855	290 - 610100 -		359.76	330754	228246
AQUADOZER HEAVY DUTY FLOOR SQUEEGEE					
526855	290 - 610100 -		391.65	330754	228246
BWK410321 CENTER-PULL ROLL TOWELS					
526855	290 - 610100 -		394.10	330754	228246
6145 TOILET TISSUE					
526855	290 - 610100 -		411.18	330754	228246

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
404612 HIGH DENSITY CAN LINERS					
526855	290 - 610100 -		430.95	330754	228246
BWK6272 KITCHEN ROLL TOWEL					
526855	290 - 610100 -		880.80	330754	228246
60466 JOE SPLASH SHIELD MOP BUCKET/WRINGER 26 QUART					
526872	290 - 610400 -		248.71	330770	228321
LLR52500 LORELL DRY-ERASE GLASS BOARD					
526929	811 - 610400 -		0.06	330825	228168
UNV10210VP- MED BINDER CLIPS					
526929	811 - 610400 -		15.64	330825	228168
UNV35851 WRITING PADS					
526929	811 - 610400 -		17.64	330825	228168
MEA73065 NOTEBOOKS					
526967	145 - 610400 -		15.22	330862	228339
PILOT PERCISE V5 EXTRA-FINE PREMIUM CAPPED ROLLING BALL PENS EXTRA FINE PEN POINT					
0.5MM PEN POINT SIZE BLUE PLASTIC BARREL 1 DOZEN					
526967	145 - 610700 -		19.18	330862	228339
PRECISE V5 ROLLER BALL PEN STICK FINE 0.5MM ASSORTED INK AND BARREL COLORS					
526967	145 - 610400 -		24.51	330862	228339
M325 WIRELESS MOUSE, 2.4 GHZ FREQUENCY/30FT WIRELESS RANGE, LEFT/RIGHT HADN USE, RED					
526967	145 - 610400 -		28.40	330862	228339
SMEAD 1/3 TAB CUT LETTER RECYLCLED TOP TAB FILE FOLDER - 8 1/2- X 11-3/4 EXPANSION					
TOP TAB LOCATION ASSORTED POSITION TAB POSITION BLUE, GREE					
526967	145 - 610400 -		35.89	330862	228339
ESSENTIALS KITCHEN ROLL PAPER TOWELS 2-PLY 11X10.2, 40 SHEEETS, ROLL 30 ROLLS/CARTON					
526967	145 - 610400 -		60.11	330862	228339
BOUTIQUE WHITE FACIAL TISSUE FOR BUSINESS, POP-UP BOX, 2-PLY, 95 SHEETS/BOX, 36 BOXES/CARTON					
526967	145 - 610700 -		140.82	330862	228339
Anti-Fatigue MAT - FLORR CARPE 30X20 BLACK					
526967	145 - 610700 -		209.70	330862	228339
PH 58X, CF258X HIGH YELD BLACK ORIGINAL LASERJET TONER CARTRIDGE					
526967	145 - 610400 -		279.66	330862	228339
SKILCRAFT TWO-SIDED PRINTING XEROGRAPHIC PAPER-LETTER- 81/2-X 11 - 20LB BASIS WEIGHT - 5000/BOX					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527338	290 - 610400 -		10.72	331232	228400
BSN39283 1 SLOT HOLE PUNCH					
527338	290 - 610400 -		11.51	331232	228400
ACM13731 SCISSORS					
527338	290 - 610400 -		23.32	331232	228400
ACM16447 SCISSORS					
527338	290 - 610400 -		50.73	331232	228400
UBC61255 RETRACTABLE GEL PEN SIGNO 207					
527338	290 - 610400 -		58.52	331232	228400
UBC60052 ROLLER BALL PENS					
527338	290 - 610400 -		477.60	331232	228400
HAM103283 MULITPURPOSE PRINT PAPER					
# of Claims			40	Vendor Payment Total	6,290.08
GULF SOUTH ROOFING					
527029	411 - 612200 -		2,246.00	330925	226706
REPAIR ROOF AT GASTON POINT CENTER HURRICANE ZETA REPAIRS					
# of Claims			1	Vendor Payment Total	2,246.00
GULFPORT INDUSTRIAL SUPPLY CO INC					
527570	290 - 610700 -		498.00	331458	228397
#552 STANLEY 10 1/2 LB DEAD BLOW HAMMERS					
# of Claims			1	Vendor Payment Total	498.00
HARRISON COUNTY EMERGENCY					
526968	811 - 620900 -		72.38	330863	MANUAL
526969	145 - 620900 -		15.51	330864	MANUAL
526969	125 - 620900 -		31.02	330864	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	3	Vendor Payment Total	118.91	
HARRISON COUNTY SHERIFF					
528054	213 - 623500 -		25,074.27	331877	MANUAL
	# of Claims	1	Vendor Payment Total	25,074.27	
HARRISON COUNTY UTILITY AUTHORITY					
527646	845 - 627500 -		521,094.00	331533	225646
WASTEWATER TREATMENT AND WATER SERVICE FOR FY 2022 - SEPTEMBER 2021 - AUGUST 2022					
	# of Claims	1	Vendor Payment Total	521,094.00	
HEALTHCARE INTERACTIVE, INC					
527430	911 - 622100 -		3,938.00	331321	MANUAL
	# of Claims	1	Vendor Payment Total	3,938.00	
HELWICK ELECTRONICS					
527022	412 - 627800 -		6.50	330918	228301
SHIPPING					
527022	412 - 627800 -		24.00	330918	228301
A58WS-BLK, SHURE BLACK WINDSCREEN					
	# of Claims	2	Vendor Payment Total	30.50	
HOBBY LOBBY STORES INC					
528060	276 - 610700 -		131.95	331883	228209
DISPLAY BOXES TO PLACE POLICE MEMORABILIA					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	131.95	
HOME DEPOT CREDIT SERVICE					
527023	411 - 611000 -		59.96	330919	225296
OPEN P/O FOR HARDWARE ITEMS ETC FOR REPAIRS, PROJECTS					
527303	213 - 611000 -		39.21	331198	224862
BLANKET PO FOR VEHICLE MAINTENANCE AT 8TH AVE					
527303	213 - 611300 -		39.21	331198	224862
BLANKET PO FOR VEHICLE MAINTENANCE AT 8TH AVE					
527513	411 - 611000 -		23.34	331401	225296
OPEN P/O FOR HARDWARE ITEMS ETC FOR REPAIRS, PROJECTS					
527626	213 - 611300 -		163.48	331513	224862
BLANKET PO FOR VEHICLE MAINTENANCE AT 8TH AVE					
527626	213 - 611000 -		163.49	331513	224862
BLANKET PO FOR VEHICLE MAINTENANCE AT 8TH AVE					
	# of Claims	6	Vendor Payment Total	488.69	
HOWARD SMITH EQUIPMENT					
527423	290 - 610700 -		32.02	331314	225457
BLANKET PURCHASE ORDER					
	# of Claims	1	Vendor Payment Total	32.02	
HOWARDS PAINT & DECORATING					
527335	290 - 611000 -		757.80	331229	226953
00215 TT2 LIFETIME WHITE CAULK FOR STATION 1 EXTERIOR					
527337	290 - 611000 -		1,818.90	331231	227779
04483X05 ULTRA SPEC LTX EXTERIOR SATIN BASE FOR FIRE STATION 1					
527337	290 - 611000 -		2,910.24	331231	227779
044282X05 ULTRA SPEC LTX EXTERIOR SATIN BASE FOR FIRE STATION 1					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
# of Claims		3	Vendor Payment Total	5,486.94	
HUMANE SOCIETY OF S MS INC					
526935	213 - 614900 -		8,154.56	330830	MANUAL
527433	213 - 614900 -		4,876.71	331324	MANUAL
# of Claims		2	Vendor Payment Total	13,031.27	
HYDRA SERVICE INC					
527378	825 - 615800 -		1,237.43	331272	226893
MDOT LIFT STATION CONTROLLER REPLACEMENT -- ITEM #MPE-ISD-P: INTRINSICALLY SAFE DUPLEX CONTROLLER PANEL W/ SERIAL PORT					
# of Claims		1	Vendor Payment Total	1,237.43	
IMPERIAL BAG & PAPER, LLC					
527046	611 - 610400 -		0.01	330941	228298
TORK JUMBO JRT TISSUE 9"(SC) 2PLY 3.6X1000' 12RLS/CASE(65)					
527046	145 - 610400 -		15.33	330941	228298
TORK UNIV HAND ROLL TOWEL (SC) 8X350 NATURAL 1 2RLS/CASE(54)					
527046	611 - 610400 -		15.33	330941	228298
TORK UNIV HAND ROLL TOWEL (SC) 8X350 NATURAL 1 2RLS/CASE(54)					
527046	145 - 610400 -		31.90	330941	228298
EC385812K 38X58 1.2MIL BLACK CAN LINER PITT 100/CS (9/99)					
527046	611 - 610400 -		31.90	330941	228298
EC385812K 38X58 1.2MIL BLACK CAN LINER PITT 100/CS (9/99)					
527095	145 - 610400 -		23.91	330990	228298
TORK JUMBO JRT TISSUE 9"(SC) 2PLY 3.6X1000' 12RLS/CASE(65)					
527095	611 - 610400 -		23.91	330990	228298
TORK JUMBO JRT TISSUE 9"(SC) 2PLY 3.6X1000' 12RLS/CASE(65)					
527919	150 - 610400 -		15.33	331807	228354

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BROWN ROLL TOWEL CASE					
	# of Claims	8	Vendor Payment Total	157.62	
INFLECTION.COM INC					
526877	145 - 620900 -		15.00	330775	MANUAL
	# of Claims	1	Vendor Payment Total	15.00	
INTERIOR/EXTERIOR BUILDING SUPPLY, INC					
527561	411 - 611000 -		199.36	331449	228408
CEILING TILES FOR GOLDIN SPORTS COMPLEX					
2'X4'X1/2" GRIDSTONE					
	# of Claims	1	Vendor Payment Total	199.36	
INTERNATIONAL ASSOC OF FIRE CHIEFS					
528079	290 - 621900 -		225.00	331899	MANUAL
	# of Claims	1	Vendor Payment Total	225.00	
INTERSTATE BATTERY OF SOUTH MISSISSIPPI					
527304	213 - 611300 -		369.90	331199	225404
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
	# of Claims	1	Vendor Payment Total	369.90	
ISAIAH MORGAN					
527637	411 - 620900 -		262.50	331524	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	262.50	
ISCO METALS & SUPPLY					
527389	815 - 616700 -		2,500.00	331283	228316
RESTOCK INVENTORY -- ITEM #BGGSI316320: 3/16" X 1" GALVANIZED SERVICE GRATE, 3' WIDE X 20' LONG					
527572	290 - 630100 - 91625		900.00	331460	228413
W810 ST WF BEAM 10 X 40'					
	# of Claims	2	Vendor Payment Total	3,400.00	
ITSAVVY LLC					
526847	150 - 630400 -		313.53	330746	228299
SCANNER CANON IMAGEFORMULA DR-C225 II PART# 3258C002AA					
526847	150 - 630400 -		860.17	330746	228299
HP PRO DECK 400 G7 8GB RAM 512 SSD PART# 25T87UT#ABA					
526892	150 - 610700 -		232.96	330789	228281
YUBICO YUBIKEY 5 NFC FIBS PART 506040846420229					
526995	150 - 630400 -		34.77	330891	228299
RAM CRUCIAL DDR4 8GB PART# CT8G4DFRA32A					
526996	145 - 630400 -		85.36	330892	227210
PLUGABLE USBC-HDMI-CABLE MFG PART# USBC-HDMI-CABLE					
526996	145 - 630400 -		88.48	330892	227210
UAG RUGGED CASE FOR MICROSOFT SURFACE LAPTOP 4/3 MFG PART# 333253114343					
527353	150 - 630400 -		136.28	331247	228399
SONICWALL RACK MOUNTKIT PART 02-SSC-3113					
527353	150 - 630400 -		552.10	331247	228399
SONICWALL TZ270 PART 02-SSC-6447 SECURITY APPLIANCE					
527358	290 - 610700 -		494.32	331252	228366
ADOBE ACROBAT PRO 2020 SOFTWARE LICENES					
527366	150 - 610400 -		89.47	331260	228364
695507-003 HP 3TB 7.2K HARD DRIVE FOR BACKUP SERVER					
527441	150 - 630400 -		4,304.80	331332	227680

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
PER BIDS RECEIVED ON 03/16/2022					
P24849-B21 HPE PROLIANT DL380 GEN 10 FILE SERVER 32GBRAM 900 GB HOT SWAP LIGHTS-OUT					
ADVANCE LICENSE					
527672	150 - 630400 -		16.54	331559	228299
TRIPP LITE POWER STRIP 10' PART# PS410					
528052	145 - 610400 -		112.24	331875	228115
CE412A HP YELLOW TONER					
# of Claims		13	Vendor Payment Total	7,321.02	
JACQUELINE LEIGH BROOME, DVM					
526985	213 - 610700 -		1,783.00	330881	226500
BLANKET PO FOR VETERINARY VISITS FOR CHECK UP, DOG FOOD AND VITAMINS FOR					
GULFPORT POLICE K-9'S					
526986	213 - 610700 -		1,637.00	330882	226500
BLANKET PO FOR VETERINARY VISITS FOR CHECK UP, DOG FOOD AND VITAMINS FOR					
GULFPORT POLICE K-9'S					
# of Claims		2	Vendor Payment Total	3,420.00	
JASON GOUIN					
526982	213 - 626900 -		40.00	330877	228203
BREAKFAST - FOOD ALLOWANCE FOR J GOUIN WHILE ATTENDING LEADS ONLINE LEADERSHIP					
CONFERENCE IN TUCSON, AZ 06/13/2022 THRU 06/17/2022					
526982	213 - 626900 -		52.00	330877	228203
LUNCH - FOOD ALLOWANCE FOR J GOUIN WHILE ATTENDING LEADS ONLINE LEADERSHIP					
CONFERENCE IN TUCSON, AZ 06/13/2022 THRU 06/17/2022					
526982	213 - 626900 -		92.00	330877	228203
DINNER - FOOD ALLOWANCE FOR J GOUIN WHILE ATTENDING LEADS ONLINE LEADERSHIP					
CONFERENCE IN TUCSON, AZ 06/13/2022 THRU 06/17/2022					
# of Claims		3	Vendor Payment Total	184.00	
JOANNE MCDONALD					
527557	445 - 612200 -		31.80	331445	227733

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
FLASH COLLAR 527557	445 - 612200 -		790.17	331445	227733
RENTAL OF LIFT 527557	445 - 612200 -		1,011.80	331445	227733
REFURBISH ABD STRAIGHTEN FIBERGLASS FLAG POLE 527557	445 - 612200 -		2,457.23	331445	227733
35 FT ALUMINUM FLAG POLE WITH SATIN FINISH FOR MARINA					
# of Claims		4	Vendor Payment Total	4,291.00	
JOHN TUCKER					
527638	411 - 620900 -		330.00	331525	MANUAL
# of Claims		1	Vendor Payment Total	330.00	
JOHNATHAN WEST					
527677	213 - 626900 -		65.00	331564	228507
LUNCH - FOOD ALLOWANCE FOR J WEST WHILE ATTENDING RCTA - SEARCH/ARREST WARRANT SERVICE - LEVEL 1 IN PLAIN DEALING, LA 06/05/22 TO 06/10/22					
527677	213 - 626900 -		138.00	331564	228507
DINNER - FOOD ALLOWANCE FOR J WEST WHILE ATTENDING RCTA - SEARCH/ARREST WARRANT SERVICE - LEVEL 1 IN PLAIN DEALING, LA 06/05/22 TO 06/10/22					
# of Claims		2	Vendor Payment Total	203.00	
JOHNSON DIESEL INC					
526925	290 - 611300 -		450.03	330822	228347
DIAGNOSTIC ON ENGINE 10 TO CHECK IGNITION NOT POWERING UP, FAULT CODES, CRANKCASE PRESSURE SENSOR					
526934	290 - 611300 -		25.00	330829	227703
ENGINE 6 REPAIR ORDER 18432 SHOP SUPPLIES					
526934	290 - 611300 -		32.88	330829	227703
ENGINE 6 REPAIR ORDER 18432 LF3000 / LF9009 FILTERS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
526934	290 - 611300 -		99.33	330829	227703
ENGINE 6 REPAIR ORDER 18432 1009845 PEDAL THROTTLE HARNESS					
526934	290 - 611300 -		519.51	330829	227703
ENGINE 6 REPAIR ORDER 18432 1009845 PEDAL ASSEMBLY THROTTLE					
526934	290 - 611300 -		1,380.00	330829	227703
ENGINE 6 REPAIR ORDER 18432 LABOR					
526934	290 - 611300 -		4,890.40	330829	227703
AS PER MS CODE 31-7-13(m)(ii) OUTSIDE EQUIPMENT REPAIRS FOR ENGINE 6 REPAIR ORDER 18432 INCLUDING 5501574RX TURBOCHARGER					
527355	290 - 611300 -		3.20	331249	228411
3/8" CLAMP (.70) 5/8" CLAMP (.58) INSOLATED CLAMP (\$1.92)					
527355	290 - 611300 -		4.28	331249	228411
WASHER FLUID					
527355	290 - 611300 -		5.40	331249	228411
GREASE					
527355	290 - 611300 -		10.00	331249	228411
59347 VALVE					
527355	290 - 611300 -		13.32	331249	228411
FITTINGS					
527355	290 - 611300 -		17.13	331249	228411
ANTIFREEZE					
527355	290 - 611300 -		21.30	331249	228411
5488 FILTER					
527355	290 - 611300 -		39.09	331249	228411
1065 FILTER					
527355	290 - 611300 -		39.76	331249	228411
5072 #12 HOSE					
527355	290 - 611300 -		43.17	331249	228411
80537 BELT					
527355	290 - 611300 -		43.20	331249	228411
FREON					
527355	290 - 611300 -		43.49	331249	228411
AC FLUSH					
527355	290 - 611300 -		50.80	331249	228411
LUBE, FUEL, FILTER					
527355	290 - 611300 -		74.09	331249	228411

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
80690 POLY GROOVE BELT FOR ENGINE 3 RO18527					
527355	290 - 611300 -		94.00	331249	228411
SHOP SUPPLIES					
527355	290 - 611300 -		140.15	331249	228411
9047902 FLEET GUARD ELEMENT					
527355	290 - 611300 -		196.20	331249	228411
15W40 OIL					
527355	290 - 611300 -		288.17	331249	228411
500116 AIR FILTER					
527355	290 - 611300 -		445.06	331249	228411
4921728/050741 EGR DIFFERENTIAL PRESSURE SENSOR					
527355	290 - 611300 -		1,489.71	331249	228411
7075 ALTERNATOR					
527355	290 - 611300 -		1,840.00	331249	228411
LABOR					
# of Claims		28	Vendor Payment Total	12,298.67	
JONES WALKER LLP					
528066	145 - 627900 -		2,000.00	331889	227434
AS PER COUNCIL APPROVED ON 02/08/2022 12 MONTH SERVICE AGREEMENT FOR					
GOVERNMENTAL RELATIONS, ADVOCACY, AND MONITORING SERVICES.					
# of Claims		1	Vendor Payment Total	2,000.00	
JOSEPH WUEST					
526981	213 - 626900 -		52.00	330876	228187
LUNCH - FOOD ALLOWANCE FOR J WUEST WHILE ATTENDING MANAGING THE PATROL FTO					
PROGRAM IN JACKSONVILLE, FL 06/05/22 TO 06/08/22					
526981	213 - 626900 -		69.00	330876	228187
DINNER - FOOD ALLOWANCE FOR J WUEST WHILE ATTENDING MANAGING THE PATROL FTO					
PROGRAM IN JACKSONVILLE, FL 06/05/22 TO 06/08/22					
# of Claims		2	Vendor Payment Total	121.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
JULIUS BUCKHALTER					
527639	411 - 620900 -		320.00	331526	MANUAL
	# of Claims	1	Vendor Payment Total	320.00	
KENS HARDWARE & MARINE SUPPLY					
527004	290 - 611300 -		70.90	330900	225800
BLANKET PURCHASE ORDER FOR FIRE DEPARTMENT MARINE VEHICLES AND EQUIPMENT					
527553	445 - 612200 -		399.95	331441	225568
OPEN P/O FOR MARINA SUPPLIES					
	# of Claims	2	Vendor Payment Total	470.85	
KEYSTONE AUTOMOTIVE					
526944	213 - 611300 -		1,291.92	330839	225487
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
	# of Claims	1	Vendor Payment Total	1,291.92	
KINGS SPRINKLER SYSTEMS INC					
527348	411 - 620900 -		905.00	331242	225352
CONTRACT F PARKS					
527348	411 - 620900 -		3,701.00	331242	225352
AS PER BIDS RECEIVED 6/12/2019 ONE YEAR EXTENSION JULY 17 2021-JULY 16-2022 GRASS CUTTING CONTRACT A EVERGREEN CEMETRY NORTH AND SOUTH AND HANDSBORO CEMETERY					
	# of Claims	2	Vendor Payment Total	4,606.00	
KWAN SOFTWARE ENGINEERING, INC.					
527891	150 - 621700 -		10,576.00	331778	228447

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
VERIPIC 1 YEAR MAINTENANCE AGREEMENT 08/01/2022- 07/31/2023 COUNCIL APPROVED 06-03-09					
# of Claims		1	Vendor Payment Total	10,576.00	
LAND SHAPER INC					
527376	815 - 614300 -		4,125.00	331270	228336
AS PER BID GROUP C APPROVED BY COUNCIL 12/8/2020 -- TO BE DELIVERED TO DEDEAUX ROAD COMMUNITY CENTER LAYDOWN YARD -- FILL SAND (DRY)					
527518	411 - 614300 -		36,000.00	331406	225880
MASON SAND FOR SPORTSPLEX MAINTENANCE DEPT BID GROUP C					
527544	815 - 614300 -		5,730.50	331432	228308
AS PER BID GROUP C APPROVED BY COUNCIL 12/8/2020 -- RESTOCK INVENTORY -- TOP SOIL					
# of Claims		3	Vendor Payment Total	45,855.50	
LAWMENS AND SHOOTERS SUPPLY INC					
527436	213 - 610700 -		223.76	331327	226789
BLANKET PO FOR CUSTOM BADGES / SILVER FOR PATROL AND 2-TONE (GOLD AND SILVER) FOR RANK					
# of Claims		1	Vendor Payment Total	223.76	
LESLIE SLADE					
527305	213 - 611300 -		210.00	331200	225872
BLANKET PURCHASE ORDER TO TINT WINDOWS ON POLICE VEHICLES					
# of Claims		1	Vendor Payment Total	210.00	
LILLIE MONROE					
527670	611 - 625500 -		15,967.00	331557	228249
0811L-04-061.000, LUU THOAMINH SERA TRUSTEE, LOT CLEAN UP, AWARDED 5-4-2022, CC, CASE: 9022					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	15,967.00	
LINKTON LOCKETT III					
527640	411 - 620900 -		75.00	331527	MANUAL
	# of Claims	1	Vendor Payment Total	75.00	
LMR HARDWARE					
527505	315 - 615500 -		14.98	331393	226621
BLANKET PO FOR MISCELLANEOUS PARTS/ITEMS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2022 (EST TIME PERIOD DEC 21 - SEPT 22)					
	# of Claims	1	Vendor Payment Total	14.98	
LOWES OF GULFPORT MS 466					
526850	290 - 610700 -		9.01	330749	228003
BLANKET PURCHASE					
526871	290 - 610700 -		473.10	330769	228345
876180 AMANA 3.5 CU FT TOP LOAD WASHER FOR STATION 3					
526945	213 - 611300 -		247.25	330840	220599
BLANKET P.O. FOR SUPPLIES FOR POLICE BUILDING					
527005	290 - 610700 -		71.00	330901	228003
BLANKET PURCHASE					
527006	290 - 610700 -		27.64	330902	228003
BLANKET PURCHASE					
527021	213 - 611000 -		9.40	330917	225336
BLANKET PO FOR SUPPLIES FOR POLICE BUILDING					
527024	411 - 611000 -		176.40	330920	226709
OPEN P/O FOR HARDWARE ITEMS AS NEEDED LEAISURE SERVICES					
527025	411 - 611000 -		24.15	330921	226709
OPEN P/O FOR HARDWARE ITEMS AS NEEDED LEAISURE SERVICES					
527026	411 - 611000 -		71.91	330922	226709

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
OPEN P/O FOR HARDWARE ITEMS AS NEEDED LEAISURE SERVICES					
527053	411 - 611000 -		58.18	330948	226709
OPEN P/O FOR HARDWARE ITEMS AS NEEDED LEAISURE SERVICES					
527098	150 - 610400 -		91.01	330993	228436
POWER CORDS/NETWORK CONNECTORS/NETWORK BOXES/ETC					
527328	290 - 610700 -		62.25	331222	228003
BLANKET PURCHASE					
527368	311 - 610700 -		2,763.20	331262	228038
RESTOCK INVENTORY -- ITEM #940: 1" X 4" X 8' LUMBER (UNTREATED)					
527421	290 - 610700 -		33.46	331312	228003
BLANKET PURCHASE					
527458	150 - 610400 -		147.10	331349	228436
POWER CORDS/NETWORK CONNECTORS/NETWORK BOXES/ETC					
527479	150 - 610400 -		47.47	331367	228436
POWER CORDS/NETWORK CONNECTORS/NETWORK BOXES/ETC					
527511	213 - 611000 -		426.55	331399	225336
BLANKET PO FOR SUPPLIES FOR POLICE BUILDING					
527552	445 - 611000 -		86.31	331440	225558
OPEN P/O FOR HARDWARE MARINA					
527663	213 - 611000 -		74.52	331550	225336
BLANKET PO FOR SUPPLIES FOR POLICE BUILDING					
528059	213 - 611000 -		33.24	331882	225336
BLANKET PO FOR SUPPLIES FOR POLICE BUILDING					
# of Claims		20	Vendor Payment Total	4,933.15	
M J DONOVAN ENTERPRISES					
526948	213 - 611300 -		425.00	330843	227376
BLANKET PURCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES					
526949	213 - 611300 -		185.00	330844	227376
BLANKET PURCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES					
527309	213 - 611300 -		298.97	331203	227376
BLANKET PURCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES					
527633	213 - 611300 -		166.69	331520	227376
BLANKET PURCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	4	Vendor Payment Total	1,075.66	
MANDAL CHYRSLER DODGE JEEP RAM					
527306	213 - 611300 -		37.28	331201	227193
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527307	213 - 611300 -		1,371.65	331202	227952
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
	# of Claims	2	Vendor Payment Total	1,408.93	
MARK WOOD					
526979	213 - 626900 -		65.00	330874	228215
LUNCH - FOOD ALLOWANCE FOR M WOOD WHILE ATTENDING LACN 2022 CONFERENCE IN BATON ROUGE, LA 06/12/22 TO 06/17/22					
526979	213 - 626900 -		115.00	330874	228215
DINNER - FOOD ALLOWANCE FOR M WOOD WHILE ATTENDING LACN 2022 CONFERENCE IN BATON ROUGE, LA 06/12/22 TO 06/17/22					
	# of Claims	2	Vendor Payment Total	180.00	
MATHEW ROSS					
527016	290 - 626900 -		49.00	330912	MANUAL
	# of Claims	1	Vendor Payment Total	49.00	
MAYER ELECTRIC SUPPLY					
527049	411 - 611000 -		625.32	330944	225307
OPEN P/O FOR ELECTRICAL MATERIALS AS NEEDED FOR REAPIRS AND STOCK ON HAND					
527377	815 - 616700 -		1,000.00	331271	227320
STOCK REPLACEMENT FOR ELECTRICAL DEPT -- ITEM #SQD9998S01: AUX CONTACTS					
527558	411 - 611000 -		67.44	331446	225307

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
OPEN P/O FOR ELECTRICAL MATERIALS AS NEEDED FOR REAPIRS AND STOCK ON HAND					
# of Claims		3	Vendor Payment Total	1,692.76	
MCDANIELS GENERAL MERCHANDISE INC					
526919	290 - 610700 -		35.97	330816	225458
BLANKET PURCHASE ORDER FOR SMALL EQUIPMENT PARTS					
526920	290 - 610700 -		61.98	330817	225458
BLANKET PURCHASE ORDER FOR SMALL EQUIPMENT PARTS					
527332	290 - 610700 -		116.91	331226	225458
BLANKET PURCHASE ORDER FOR SMALL EQUIPMENT PARTS					
# of Claims		3	Vendor Payment Total	214.86	
MEDICAL ANALYSIS LLC					
527333	290 - 610700 -		54.84	331227	228412
ANTIBODY (TITER) FOR PARAMEDIC CLASS PERSONNEL					
527426	911 - 622100 -		19,400.00	331317	225469
AS PER COUNCIL APPROVAL 2/18/14, EMPLOYEE WELLNESS CLINIC FOR FY22					
# of Claims		2	Vendor Payment Total	19,454.84	
MICRO METHODS INC					
527491	815 - 620900 -		168.00	331379	227179
BLANKET PO TO BE USED FOR THE TESTING OF WATER SAMPLES TAKEN THROUGHOUT THE CITY DURING THE MONTHS OF FEBRUARY THROUGH APRIL 2022					
527492	815 - 620900 -		60.00	331380	227179
BLANKET PO TO BE USED FOR THE TESTING OF WATER SAMPLES TAKEN THROUGHOUT THE CITY DURING THE MONTHS OF FEBRUARY THROUGH APRIL 2022					
527493	815 - 620900 -		112.00	331381	227179
BLANKET PO TO BE USED FOR THE TESTING OF WATER SAMPLES TAKEN THROUGHOUT THE CITY DURING THE MONTHS OF FEBRUARY THROUGH APRIL 2022					
527494	815 - 620900 -		252.00	331382	227179

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PO TO BE USED FOR THE TESTING OF WATER SAMPLES TAKEN THROUGHOUT THE CITY DURING THE MONTHS OF FEBRUARY THROUGH APRIL 2022					
527495	815 - 620900 -		60.00	331383	227179
BLANKET PO TO BE USED FOR THE TESTING OF WATER SAMPLES TAKEN THROUGHOUT THE CITY DURING THE MONTHS OF FEBRUARY THROUGH APRIL 2022					
# of Claims			5	Vendor Payment Total	652.00
MID SOUTH UNIFORM & SUPPLY INC					
526923	290 - 612500 -		660.00	330820	227559
A3953Q-RHOD FIREFIGHTER INSIGNIAS					
526975	213 - 612500 -		296.77	330870	226130
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS					
528062	213 - 612500 -		124.17	331885	226130
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS					
528114	290 - 612500 -		193.34	331934	227782
BLANKET PURCHASE ORDER					
528115	290 - 612500 -		580.02	331935	227220
B39 SHIRT BADGE DISTRICT CHIEF WHITE INSERT ENAMEL					
# of Claims			5	Vendor Payment Total	1,854.30
MIDAMERICA PARTS DISTRIBUTORS CORP					
526947	213 - 611300 -		133.44	330842	225342
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527630	213 - 611300 -		110.39	331517	225342
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
# of Claims			2	Vendor Payment Total	243.83
MILLER CO INC					
527386	815 - 620900 -		75.00	331280	228010
MISC MATERIALS					
527386	815 - 620900 -		750.00	331280	228010

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
JACKSON STREET -- PERFORM ANTENNA/LINE SWEEP WITH TEST EQUIPMENT					
527386	815 - 620900 -		840.00	331280	228010
3 TECHNICIANS, 4 HOURS EACH					
	# of Claims	3	Vendor Payment Total	1,665.00	
MILLER ICE MACHINE CO					
527385	815 - 611000 -		90.00	331279	228201
INSTALLATION COST FOR NEW ICE MACHINE					
527385	815 - 611000 -		100.00	331279	228201
TOP MOLD KIT FOR QD1092N					
527385	815 - 611000 -		135.00	331279	228201
LABOR TO INSTALL TOP MOLD KIT					
527385	815 - 611000 -		3,799.54	331279	228201
IDT0450A: NEW ICE MACHINE					
	# of Claims	4	Vendor Payment Total	4,124.54	
MILNER RENTAL CENTER					
527574	411 - 626700 -		300.00	331462	228326
TENT BARRELS RENTAL FOR SWAC TOURNAMENT FOR SPORTSPLEXQ					
527574	411 - 626700 -		700.00	331462	228326
TENT RENTAL FOR SWAC TOURNAMENT AT SPORTSPLEX					
	# of Claims	2	Vendor Payment Total	1,000.00	
MISSISSIPPI VALUATIONS					
527409	145 - 620900 -		675.86	331302	227997
SALE OF 34TH AVE PROPERTY					
527409	145 - 620900 -		724.14	331302	227997
SALE OF 30TH AVE PROPERTY					
527410	145 - 620900 -		724.14	331303	227997
SALE OF 34TH AVE PROPERTY					
527410	145 - 620900 -		775.86	331303	227997

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
SALE OF 30TH AVE PROPERTY					
# of Claims		4	Vendor Payment Total	2,900.00	
MITCHEAL CLARK					
527641	411 - 620900 -		180.00	331528	MANUAL
# of Claims		1	Vendor Payment Total	180.00	
MOMAR INC					
527367	311 - 613700 -		5,324.57	331261	228139
AS PER BIDS RECEIVED 4/20/22 -- RESTOCK INVENTORY -- GRAPE INDUSTRIAL DEGREASER (275 GAL TOTE)					
# of Claims		1	Vendor Payment Total	5,324.57	
MOONSHOT RECREATION, LLC					
527085	411 - 612200 -		1.28	330980	225845
WASHER FLAT SAE 3/8I SST					
527085	411 - 612200 -		1.63	330980	225845
BIT HEX SOCKET TTP 5/16I					
527085	411 - 612200 -		3.04	330980	225845
KEY HEX TTP 5/16I					
527085	411 - 612200 -		7.00	330980	225845
BHCS 6LP 3/8X7X8I SST					
527085	411 - 612200 -		10.10	330980	225845
BHCS 6LP 3/8 X 3-3/4 I SST					
527085	411 - 612200 -		14.04	330980	225845
FLG NUT 6LP 3/8-165 SST					
527085	411 - 612200 -		22.10	330980	225845
TUBE 7/8 IOD X 1-11/16I AL/PNT					
527085	411 - 612200 -		22.10	330980	225845
TUBE 7/8IOD X 1-11/16I AL/PNT					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527085	411 - 612200 -		48.00	330980	225845
HDW DK MNT PNL-T DECK PB					
527085	411 - 612200 -		50.00	330980	225845
HDW PKG BIBBLE/WDO ATT					
527085	411 - 612200 -		280.00	330980	225845
HAMDHELD PNL PB					
527085	411 - 612200 -		347.00	330980	225845
DEEP BUBBLE COMPL W/HOLES					
527085	411 - 612200 -		849.00	330980	225845
BUBBLE PNL DK MNT FOR 30TH STREET PLAYGROUND REPLACEMENT PARTS					
527085	411 - 612200 -		1,910.00	330980	225845
STEP LADDER 40" DK DB					
# of Claims		14	Vendor Payment Total	3,565.29	
MS ASSOCIATION OF CHIEFS OF POLICE					
527676	213 - 622300 -		1,400.00	331563	228506
REGISTRATION FOR M ASHBY, B WYRICK, Z COUEY AND J DUCRE TO ATTEND MS COMMAND COLLEGE					
# of Claims		1	Vendor Payment Total	1,400.00	
MS DEPT OF WILDLIFE FISHERIES AND PARKS					
526931	213 - 624500 -		12.70	330827	MANUAL
# of Claims		1	Vendor Payment Total	12.70	
MS GULF COAST COMMUNITY COLLEGE					
527364	213 - 622300 -		28,800.00	331258	228437
BASIC LAW ENFORCEMENT (2022-2) FOR OFFICERS D ADAMS, M AMADOR, D DANIEL, M MAYEUR, B MCCOY, J PEZZAROSS, G STRAUB AND N WHITE					
# of Claims		1	Vendor Payment Total	28,800.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MS POWER COMPANY					
527017	125 - 626002 -		5,918.79	330913	MANUAL
527017	213 - 626002 -		17,756.39	330913	MANUAL
527451	825 - 626002 -		53.61	331342	MANUAL
527915	145 - 626002 -		92.69	331803	MANUAL
527995	411 - 626002 -		213.71	331818	MANUAL
527996	411 - 626002 - 41135		248.55	331819	MANUAL
527997	290 - 626002 -		1,220.03	331820	MANUAL
527998	325 - 625100 -		55.31	331821	MANUAL
527999	411 - 626002 -		45.26	331822	MANUAL
528000	325 - 625100 -		33.84	331823	MANUAL
528001	325 - 625100 -		143.64	331824	MANUAL
528002	145 - 626002 -		2,341.07	331825	MANUAL
528003	325 - 625100 -		191.23	331826	MANUAL
528004	213 - 626002 -		2,657.40	331827	MANUAL
528005	325 - 625100 -		88,560.65	331828	MANUAL
528006	290 - 626002 -		7,609.15	331829	MANUAL
528007	411 - 626002 -		408.43	331830	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
528008	145 - 626002 -		324.74	331831	MANUAL
528009	325 - 625100 -		6,449.94	331832	MANUAL
528010	325 - 625100 -		7,856.95	331833	MANUAL
528011	145 - 626002 -		3,358.19	331834	MANUAL
528012	411 - 626002 -		4,549.59	331835	MANUAL
528013	411 - 626002 -		4,235.43	331836	MANUAL
528018	825 - 626002 -		105.07	331842	MANUAL
528019	815 - 626002 -		15,177.78	331843	MANUAL
528020	815 - 626002 -		8,844.78	331844	MANUAL
528021	825 - 626002 -		5,703.18	331845	MANUAL
528022	825 - 626002 -		11,379.30	331846	MANUAL
528089	411 - 626002 -		10,300.28	331909	MANUAL
528090	325 - 625100 -		10,281.36	331910	MANUAL
528091	325 - 625100 -		856.96	331911	MANUAL
528092	325 - 625100 -		5,251.31	331912	MANUAL
528093	411 - 626002 -		1,146.89	331913	MANUAL
# of Claims			33	Vendor Payment Total	223,371.50

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MS RURAL WATER ASSOC INC					
527379	815 - 610700 -		120.00	331273	228008
CONSUMER CONFIDENCE REPORT					
# of Claims		1	Vendor Payment Total	120.00	
MUNICIPAL EMERGENCY SERVICES					
527460	290 - 610700 -		103.00	331351	228477
172085108S RESCUE TOOL GUARD, PLUGS, HARDWARE					
527480	290 - 612500 -		2,821.41	331368	228175
74434 APEX CARGO PANTS					
528120	290 - 610700 -		184.98	331940	227508
74434 BURNT APEX PANTS					
528120	290 - 610700 -		980.02	331940	227508
272085410 HURST AUTO EXTRICATION BATTERIES					
# of Claims		4	Vendor Payment Total	4,089.41	
NATIONAL FIRE PROTECTION ASSOC					
526999	290 - 621900 -		175.00	330895	MANUAL
# of Claims		1	Vendor Payment Total	175.00	
NECAISE LOCKSMITH SERVICE INC					
527369	311 - 620900 -		25.00	331263	228134
MENDING PLATE					
527369	311 - 620900 -		65.00	331263	228134
SERVICE CALL					
527369	311 - 620900 -		105.00	331263	228134
LABOR					
527369	311 - 620900 -		265.00	331263	228134

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
DOOR REPAIRS ON NORTHEAST EXTERIOR DOOR AT HEWES AVENUE PUBLIC WORKS BUILDING -- HEAVY DUTY YALE DOOR CLOSURE WITH HEAD					
527509	311 - 611000 -		105.25	331397	226267
BLANKET PO FOR LOCK REPAIRS/PURCHASES/SERVICES TO BE USED ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 - ESTIMATED PERIOD: NOVEMBER 2021 - SEPTEMBER 2022					
527510	311 - 611000 -		30.49	331398	226267
BLANKET PO FOR LOCK REPAIRS/PURCHASES/SERVICES TO BE USED ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2022 - ESTIMATED PERIOD: NOVEMBER 2021 - SEPTEMBER 2022					
527559	411 - 612200 -		15.00	331447	227852
YALE 2 3/4" LATCH FOR SPORTSPLEX LOCK REPLACEMENT					
527559	411 - 612200 -		65.00	331447	227852
SERVICE CALL					
527559	411 - 612200 -		150.00	331447	227852
LABOR TO INSTALL					
527559	411 - 612200 -		190.00	331447	227852
YALE GRADE 1 ENTRY LOCK					
527559	411 - 612200 -		375.00	331447	227852
YALE DORM/EXIT MORTISE LOCK					
527560	411 - 611000 -		168.12	331448	227088
END CAP COVER FOR 7100 SERIES EXIT DEVICE					
527560	411 - 611000 -		507.88	331448	227088
HEAD COVER FOR 7100 SERIES EXIT DEVICE					
# of Claims			13	Vendor Payment Total	2,066.74
NEEL SCHAFER INC					
528078	365 - 640200 - 02807		19,350.13	331898	220342
AS PER COUNCIL APPROVAL ON 08/27/2021 BUILD GRANT - INTERCONNECTING GULFPORT SUPPLEMENTAL AGREEMENT NO. 2					
528078	364 - 640200 - 02807		77,400.51	331898	220342
AS PER COUNCIL APPROVAL ON 08/27/2021 BUILD GRANT - INTERCONNECTING GULFPORT SUPPLEMENTAL AGREEMENT NO. 2					
# of Claims			2	Vendor Payment Total	96,750.64

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
NORMA JEAN SOROE					
526997	611 - 622100 -		565.00	330893	225792
ALL TRANSCRIPTS FROM PC MEETINGS, ZB MEETINGS, AND/OR CITY COUNCIL MEETINGS.					
527449	611 - 622100 -		199.53	331340	225792
ALL TRANSCRIPTS FROM PC MEETINGS, ZB MEETINGS, AND/OR CITY COUNCIL MEETINGS.					
527916	611 - 622100 -		199.53	331804	225792
ALL TRANSCRIPTS FROM PC MEETINGS, ZB MEETINGS, AND/OR CITY COUNCIL MEETINGS.					
# of Claims		3	Vendor Payment Total	964.06	
NTS MIKEDON LLC					
527387	815 - 630100 -		23,000.38	331281	227186
AS PER BIDS RECEIVED 2/7/2022 -- 8' X 10' STACKABLE ALUMINUM TRENCH BOX SYSTEM					
# of Claims		1	Vendor Payment Total	23,000.38	
O REILLY AUTO PARTS					
526849	290 - 611300 -		185.21	330748	227710
BLANKET PURCHASE ORDER FOR FIRE DEPARTMENT VEHICLES					
526950	213 - 611300 -		276.74	330845	228000
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
526951	213 - 611300 -		73.92	330846	228000
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527310	213 - 611300 -		152.63	331204	228000
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527311	213 - 611300 -		119.00	331205	228000
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527312	213 - 611300 -		111.57	331206	228000
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527313	213 - 611300 -		31.78	331207	228000
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527314	213 - 611300 -		337.04	331208	228000
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527315	213 - 611300 -		20.77	331209	228000

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527316	213 - 611300 -	BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES	232.00	331210	228000
528049	290 - 611300 -	BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES	39.22	331872	227446
BLANKET PURCHASE ORDER FOR FIRE DEPARTMENT VEHICLES					
# of Claims		11	Vendor Payment Total	1,579.88	
ONE TIME VENDOR COMMUNITY CENTERS					
527047	010 - 505800 - 41143		100.00	330942	MANUAL
527051	010 - 505800 - 41143		100.00	330946	MANUAL
527054	010 - 505800 - 41143		100.00	330949	MANUAL
527069	010 - 505800 - 41143		100.00	330964	MANUAL
527070	010 - 505800 - 41143		100.00	330965	MANUAL
527071	010 - 505800 - 41134		100.00	330966	MANUAL
527072	010 - 505800 - 41142		100.00	330967	MANUAL
527073	010 - 505800 - 41142		100.00	330968	MANUAL
527074	010 - 505800 - 41140		100.00	330969	MANUAL
527075	010 - 505800 - 41139		200.00	330970	MANUAL
527078	010 - 505800 - 41139		100.00	330973	MANUAL
527079	010 - 505800 - 41140		100.00	330974	MANUAL
527080	010 - 505800 - 41139		100.00	330975	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527081	010 - 505800 - 41139		100.00	330976	MANUAL
527329	010 - 505800 - 41143		100.00	331223	MANUAL
527342	010 - 505800 - 41143		100.00	331236	MANUAL
527349	010 - 505800 - 41143		100.00	331243	MANUAL
527351	010 - 505800 - 41139		100.00	331245	MANUAL
527362	010 - 505800 - 41139		100.00	331256	MANUAL
527625	010 - 505800 - 41140		100.00	331512	MANUAL
# of Claims			20	Vendor Payment Total	2,100.00
ONE TIME VENDOR URBAN DEVELOPMENT					
528100	010 - 422900 -		185.00	331920	MANUAL
# of Claims			1	Vendor Payment Total	185.00
PARTS AND SUPPLY INC					
526952	213 - 611300 -		98.43	330847	226885
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
526953	213 - 611300 -		159.46	330848	226885
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
526954	213 - 611300 -		96.48	330849	226885
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
526955	213 - 611300 -		-19.29	330850	228228
526955	213 - 611300 -		235.00	330850	228228
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527330	290 - 611300 -		56.50	331224	226153
BLANKET PURCHASE ORDER FOR FIRE DEPARTMENT VEHICLES					
527653	213 - 611300 -		870.30	331540	228228
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
527656	213 - 611300 -		144.79	331543	228228
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
527658	213 - 611300 -		389.16	331545	228228
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
# of Claims			9	Vendor Payment Total	2,030.83
PAUL FOX EQUIPMENT SERVICE					
526956	213 - 611300 -		690.00	330851	228146
VEHICLE LIFT ANNUAL INSPECTION 2022, AUTO LIFT BLUE STANDARDS, LIFTING IT RIGHT, LIFTING POINTS, SAFETY TIPS AND SERVICE CALL					
# of Claims			1	Vendor Payment Total	690.00
PB PARENT HOLDCO LP					
527002	290 - 621700 -		180.00	330897	227553
ADDITIONAL DEVICES					
527002	290 - 621700 -		660.00	330897	227553
FIRE ALARM INSPECTION					
# of Claims			2	Vendor Payment Total	840.00
PERKINS TIRE & POLARIS, INC.					
526924	290 - 611300 -		19.98	330821	227224
3022662 SPARK PLUG					
526924	290 - 611300 -		90.49	330821	227224
2411719 CRANK POSITION SENSOR					
# of Claims			2	Vendor Payment Total	110.47

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
RHODE ISLAND NOVELTY INC					
527516	412 - 627800 -		355.20	331404	228365
ZH-JACCO, 1.4" JACK-O-LANTERN COIL SPRINGS 48PCS/UNIT					
527516	412 - 627800 -		453.60	331404	228365
SL-BENZM, 3.5" BENDABLE ZOMBIES, 36/18					
527516	412 - 627800 -		874.80	331404	228365
BA-SQMON, 2" SQUEEZE MONSTER BALL 12/42					
# of Claims			3	Vendor Payment Total	1,683.60
RINGSIDE INC					
527062	411 - 613100 -		32.50	330957	227089
SPEED BAG					
527062	411 - 613100 -		58.50	330957	227089
PUNCH MITT					
527062	411 - 613100 -		97.50	330957	227089
SPARRING HEAD					
527062	411 - 613100 -		150.08	330957	227089
LEATHER JUMP ROPES FOR BOXING PROGRAM					
527062	411 - 613100 -		156.00	330957	227089
MOLDED FOAM TRNG GLOVE					
527062	411 - 613100 -		156.00	330957	227089
COMPITION OUTFIT XL XXL					
527062	411 - 613100 -		260.00	330957	227089
RINGSIDE GLOVE					
527062	411 - 613100 -		351.00	330957	227089
REVERSIBLE COMPITION OUTFIT					
# of Claims			8	Vendor Payment Total	1,261.58
RIVERS PSYCHOTHERAPY SERVICES PLLC					
527094	135 - 620900 -		2,282.00	330989	228440

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AS PER CITY COUNCIL APPROVAL ON 9/22/21; PROFESSIONAL SVCS. AGREEMENT TO SERVE AS VICTIMS ADVOCATE FOR VOCA GRANT. TERM OF SERVICE 10/1/21 - 9/30/22. FOR THE MONTH OF SVC OF MAY 2022.					
# of Claims		1	Vendor Payment Total	2,282.00	
ROCKING C TRUCK AND TRAILER					
527568	290 - 611300 -		9.80	331456	228480
SHOP SUPPLIES FOR ENGINE 10 RO 14468 TO CHECK ELECTRICAL SYSTEM					
527568	290 - 611300 -		140.00	331456	228480
LABOR					
# of Claims		2	Vendor Payment Total	149.80	
RONALD SUTTON					
527643	411 - 620900 -		515.00	331530	MANUAL
# of Claims		1	Vendor Payment Total	515.00	
RUBBER & SPECIALTIES INC					
527374	815 - 616700 -		142.50	331268	228137
4", 150#, FULL FACE, 1/8" THK RED RUBBER GASKET					
527374	815 - 616700 -		426.00	331268	228137
RESTOCK INVENTORY -- 2" X 5' VERSIFLO S&D HOSE W/ 2" FM SWIVEL EACH END (BRASS NUT)					
# of Claims		2	Vendor Payment Total	568.50	
RUN N TRI COMPANY					
527571	290 - 612500 -		1,215.00	331459	228419
BROOKS GHOST BLACK SHOES					
# of Claims		1	Vendor Payment Total	1,215.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
SAMANTHA SHERRILL					
527489	145 - 626900 -		80.00	331377	MANUAL
527489	145 - 626900 -		105.00	331377	MANUAL
# of Claims		2	Vendor Payment Total	185.00	
SCRIBBLE SOFTWARE, INC.					
527408	411 - 610400 -		240.00	331301	228448
PREMIER SUPPORT PLAN FOR QUICKBOOKS FOR MARINA					
# of Claims		1	Vendor Payment Total	240.00	
SEAL ELECTRICAL INC					
527437	290 - 630300 - 22027		61,500.00	331328	228460
GENERATOR FOR STATION 1					
527438	290 - 630300 - 22027		6,544.38	331329	228460
GENERATOR FOR STATION 2					
527439	290 - 630300 - 22027		6,544.38	331330	228460
GENERATOR FOR STATION 5					
527440	290 - 630300 - 22027		6,544.38	331331	228460
GENERATOR FOR STATION 8					
# of Claims		4	Vendor Payment Total	81,133.14	
SETCOM CORPORATION					
527000	290 - 612200 -		133.93	330896	228182
PORTABLE RADIO REPAIRS S#10032101600					
527000	290 - 612200 -		166.74	330896	228182
PORTABLE RADIO REPAIRS S#170930997301					
527000	290 - 612200 -		198.50	330896	228182

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
PORTABLE RADIO REPAIRS S#10032101601 527000	290 - 612200 -		251.50	330896	228182
PORTABLE RADIO REPAIRS S#80316007000 527000	290 - 612200 -		253.00	330896	228182
PORTABLE RADIO REPAIRS S#80316007002					
# of Claims			5	Vendor Payment Total	1,003.67
SEVEN C'S MARINE, INC.					
526922	290 - 610700 - 00020		203.75	330819	228077
AS PER BIDS RECIEVED ON 04/18/2022 PLEASE SEE ATTACHED FOR (2) YAMAHA F40LEHA, LONG SHAFT, TILLER STEER, ELECTRIC START W/HOSE AND FITTING. (2) BATTERY AND BATTERY BOX, AND (2) ALUMINUM PROP					
526922	290 - 622300 - 00020		2,042.83	330819	228077
AS PER BIDS RECIEVED ON 04/18/2022 PLEASE SEE ATTACHED FOR (2) YAMAHA F40LEHA, LONG SHAFT, TILLER STEER, ELECTRIC START W/HOSE AND FITTING. (2) BATTERY AND BATTERY BOX, AND (2) ALUMINUM PROP					
526922	290 - 630100 - 00020		3,868.42	330819	228077
AS PER BIDS RECIEVED ON 04/18/2022 PLEASE SEE ATTACHED FOR (2) YAMAHA F40LEHA, LONG SHAFT, TILLER STEER, ELECTRIC START W/HOSE AND FITTING. (2) BATTERY AND BATTERY BOX, AND (2) ALUMINUM PROP					
# of Claims			3	Vendor Payment Total	6,115.00
SHEILA CASEY					
527445	145 - 626900 -		82.66	331336	MANUAL
# of Claims			1	Vendor Payment Total	82.66
SHEKIBA BROWN					
527642	411 - 620900 -		80.00	331529	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	80.00	
SIJ HOLDINGS, LLC					
527339	611 - 626100 -		101.12	331233	226745
JOURNALISTIC SERVICES TO INCLUDE PAGE CHARGES FOR PUBLICATION - CODE ENFORCEMENT					
527587	611 - 626100 -		32.76	331475	226744
NEWSPAPER AND PUBLICATION ADVERTISING					
527592	145 - 626100 -		19.68	331480	225332
LEGAL ADVERTISEMENTS FOR FY 2022					
527593	145 - 626100 -		20.28	331481	225332
LEGAL ADVERTISEMENTS FOR FY 2022					
527595	145 - 626100 -		19.92	331483	225332
LEGAL ADVERTISEMENTS FOR FY 2022					
527596	145 - 626100 -		19.68	331484	225332
LEGAL ADVERTISEMENTS FOR FY 2022					
527597	145 - 626100 -		19.92	331485	225332
LEGAL ADVERTISEMENTS FOR FY 2022					
527599	145 - 626100 -		19.80	331486	225332
LEGAL ADVERTISEMENTS FOR FY 2022					
527600	145 - 626100 -		19.68	331488	225332
LEGAL ADVERTISEMENTS FOR FY 2022					
	# of Claims	9	Vendor Payment Total	272.84	
SIRCHIE ACQUISITION COMPANY, LLC					
526974	213 - 615200 -		488.00	330869	228145
ITEM# 122L / STANDARD FIBER BRUSH, PLASTIC (QUOTE 1029996)					
527466	213 - 615200 -		39.87	331356	228289
ITEM# SCW1035 / G*BUTANE FUEL CAN, 5-1/8OZ					
527466	213 - 615200 -		125.28	331356	228289
ITEM# SEC100BF / SUSPECT COLLECTION KIT, BUCCAL (QUOTE 1030815)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	3	Vendor Payment Total	653.15	
SOUTH MS BUSINESS MACHINES INC					
527391	611 - 621700 -		475.00	331285	MANUAL
528071	115 - 621700 -		75.61	331892	MANUAL
528072	611 - 621700 -		261.34	331893	MANUAL
528073	611 - 621700 -		131.96	331894	MANUAL
	# of Claims	4	Vendor Payment Total	943.91	
SOUTHERN EXTERIORS FENCE COMPANY					
527027	030 - 640100 - Z8478		4,000.00	330923	228114
AS PER BID RECEIVED 38" WIDE X 21' HIGH WINGS - 2 ON EACH OF 4 FIELDS					
527027	030 - 640100 - Z8478		8,000.00	330923	228114
80' WIDE x 12' HIGHT SECTION					
527380	825 - 620900 -		170.00	331274	228183
REMOVE AND INSTALL TERMINAL POSTS					
527380	825 - 620900 -		400.00	331274	228183
AS PER BID GROUP P3 APPROVED BY COUNCIL 12/21/21 -- FENCE REPLACEMENT BEHIND 3609 WASHINGTON AVE DUE TO SEWER REPAIRS -- REMOVE AND REPLACE 4' CHAIN LINK FENCE					
527380	825 - 620900 -		575.00	331274	228183
REMOVE AND INSTALL 6' WOOD FENCE					
	# of Claims	5	Vendor Payment Total	13,145.00	
SOUTHERN PIPE & SUPPLY CO					
526970	290 - 611000 -		0.93	330865	228072
CPVMAF 3/4 CPVC MALE ADAPTER					
526970	290 - 611000 -		8.86	330865	228072

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
RECS4OZ 4 OZ RECTORSEAL #5 25631					
526970	290 - 611000 -		10.26	330865	228072
OAAPCPT PT ALL PURPOSE CEMENT 30834					
526970	290 - 611000 -		32.04	330865	228072
WLFLL100XL 3/4" 150 PSI LONG SHANK RELIEF VALVE 5-1/4"					
526970	290 - 611000 -		35.76	330865	228072
AF1624H 16X24X1 AIR FILTERS					
526970	290 - 611000 -		38.51	330865	228072
AF1824H 18X24X1 AIR FILTERS					
526971	290 - 611000 -		0.65	330866	228072
CPVMAF 3/4 CPVC MALE ADAPTER					
526971	290 - 611000 -		6.21	330866	228072
RECS4OZ 4 OZ RECTORSEAL #5 25631					
526971	290 - 611000 -		7.20	330866	228072
OAAPCPT PT ALL PURPOSE CEMENT 30834					
526971	290 - 611000 -		22.48	330866	228072
WLFLL100XL 3/4" 150 PSI LONG SHANK RELIEF VALVE 5-1/4"					
526971	290 - 611000 -		25.08	330866	228072
AF1624H 16X24X1 AIR FILTERS					
526971	290 - 611000 -		27.01	330866	228072
AF1824H 18X24X1 AIR FILTERS					
527551	411 - 612200 -		378.20	331439	225416
OPEN P/O FOR PIPE ETC AS NEEDED FOR REPAIRS					
527554	411 - 612200 -		189.10	331442	225416
OPEN P/O FOR PIPE ETC AS NEEDED FOR REPAIRS					
# of Claims			14	Vendor Payment Total	782.29
SOUTHERN PRINTING & SILK SCREENING					
527455	290 - 612500 -		222.00	331346	228230
CARHARTT KOOLERS BLACK W/LOGO					
527456	290 - 612500 -		725.00	331347	228230
4120 RED BADGER W/2 COLOR LOGO FRONT, BACK, SLEEVE XXLARGE AND UP					
527456	290 - 612500 -		750.00	331347	228230
4940 RED W/2 COLOR LOGO FRONT, BACK, SLEEVE XL-UP					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527456	290 - 612500 -		1,150.00	331347	228230
4120 RED BADGER W/2 COLOR LOGO FRONT,BACK, SLEEVE S-XL					
527456	290 - 612500 -		1,200.00	331347	228230
4940 RED W/2 COLOR LOGO FRONT, BACK, SLEEVE S-XL					
527459	290 - 612500 -		34.40	331350	228478
G123 NAVY GILDAN SWEAT PANTS XXLARGE AND UP					
527459	290 - 612500 -		88.00	331350	228478
1 COLOR EMBLEM FRONT, 1 COLOR EMBLEM BACK					
527459	290 - 612500 -		596.40	331350	228478
G123 NAVY GILDAN SWEAT PANTS NOT PAID UNDER PO 226602					
527476	412 - 627800 -		2,878.80	331364	228202
10' STANDARD TENT KIT W/FULL COLOR IMPRINT IN 2 LOCATIONS - 240612 EACH KID INCLUDES 1 FRAME, 1 CANOPEY, 1 CARRY CASE, 4 GROUND STAKES AND 4 ROPES					
# of Claims		9	Vendor Payment Total	7,644.60	
SOUTHERN WATERWORKS SUPPLY, INC.					
527541	825 - 616100 -		40.40	331429	228011
AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- 4" X 4"					
COUPLING, PL-PL					
527542	825 - 616100 -		282.80	331430	228011
AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- 4" X 4"					
COUPLING, PL-PL					
# of Claims		2	Vendor Payment Total	323.20	
SPHERION STAFFING, LLC					
527448	811 - 620900 -		585.50	331339	MANUAL
527588	811 - 620900 -		588.00	331476	MANUAL
527589	811 - 620900 -		588.00	331477	MANUAL
# of Claims		3	Vendor Payment Total	1,761.50	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
SPORTSENGINE					
526879	145 - 620900 -		388.50	330777	MANUAL
	# of Claims	1	Vendor Payment Total	388.50	
STATE FIRE ACADEMY					
528121	290 - 622300 -		1,030.00	331941	225445
REGISTRATION FEES TO ATTEND NFPA 1041 FIELD PROGRAM FOR FIRE INSTRUCTOR CLASS WITH REQUIRED TESTING AT MS STATE FIRE ACADEMY CAMPUS					
	# of Claims	1	Vendor Payment Total	1,030.00	
STEVEN LAMONICA					
527708	213 - 626900 -		65.00	331595	228508
LUNCH - FOOD ALLOWANCE FOR S LAMONICA WHILE ATTENDING RCTA - SEARCH/ARREST WARRANT SERVICE - LEVEL 1 IN PLAIN DEALING, LA 06/05/22 TO 06/10/22					
527708	213 - 626900 -		138.00	331595	228508
DINNER - FOOD ALLOWANCE FOR S LAMONICA WHILE ATTENDING RCTA - SEARCH/ARREST WARRANT SERVICE - LEVEL 1 IN PLAIN DEALING, LA 06/05/22 TO 06/10/22					
	# of Claims	2	Vendor Payment Total	203.00	
STRUTHERS RECREATION LLC					
527562	411 - 612200 -		99.00	331450	225394
12" PLAYGROUND BORDER					
527562	411 - 612200 -		350.12	331450	225394
SURCHARGE					
527562	411 - 612200 -		1,240.00	331450	225394
90705 RIGHT 90704 LEFT CURVE SECTION WILDERSLIDE 28TH STREET PARK PLAYGOUND PARTS					
527562	411 - 612200 -		1,604.34	331450	225394
90706 EXIT SECTION					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
		# of Claims	4	Vendor Payment Total	3,293.46
SUN COAST BUSINESS SUPPLY INC					
526858	145 - 610400 -		2.84	330757	225441
ITEM#ACM41218 WESTCOTT PREFERRED LINE STAINLESS STEEL SCISSORS 8" LONG, 3.5" CUT LENGTH, BLUE STRAIGHT HANDLE					
526858	145 - 610400 -		3.97	330757	225441
ITEM#MMDS330BK POST IT POP UP NOTES CLEAR TOP POP UP NOTE DISPENSER 3 X 3 SUPER STICKY CANARY NOTES, BLACK					
526859	145 - 610400 -		3.97	330758	225441
ITEM#ACM41218 WESTCOTT PREFERRED LINE STAINLESS STEEL SCISSORS 8" LONG, 3.5" CUT LENGTH, BLUE STRAIGHT HANDLE					
526859	145 - 610400 -		5.56	330758	225441
ITEM#MMDS330BK POST IT POP UP NOTES CLEAR TOP POP UP NOTE DISPENSER 3 X 3 SUPER STICKY CANARY NOTES, BLACK					
526926	145 - 610400 -		5.87	330823	227934
WRITING PADS 5X8 12/PK					
526926	145 - 610400 -		13.01	330823	227934
WRITING PADS 8.5X11 12/PK					
526930	811 - 610400 -		4.01	330826	228276
UNV 56051 COIL KEY RINGS					
526930	811 - 610400 -		8.95	330826	228276
UNV72220 JUMBO PAPER CLIPS					
526930	811 - 610400 -		9.40	330826	228276
UNV07051 BLACK MARKERS					
526930	811 - 610400 -		10.43	330826	228276
UNV08866 YELLOW HIGHLIGHTERS					
526930	811 - 610400 -		12.48	330826	228276
UNV35669 STICKY NOTES					
526930	811 - 610400 -		81.85	330826	228276
FEL20000 COPY STAND					
526930	811 - 610400 -		221.90	330826	228276
UNV21200 COPY PAPER					
526930	811 - 610400 -		252.00	330826	228276
SRP120701 100 PER CASE					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
526930	811 - 610400 -		447.90	330826	228276
UNV 35763 THERMAL RECPT 3.13X230 50/CARTON					
526957	150 - 610400 -		20.23	330852	228285
COL-BR2424L TRASH CAN LINERS					
527007	290 - 610400 -		7.80	330903	228024
UNV75606 CORRECTION TAPE					
527007	290 - 610400 -		15.08	330903	228024
MMMR440WASS POP-UP POST IT NOTE REFILLS					
527007	290 - 610400 -		26.76	330903	228024
SAN2089638 PERMANENT MARKER SILVER					
527007	290 - 610400 -		30.31	330903	228024
MMM65424SSAUCP POST-IT NOTES					
527007	290 - 610400 -		31.65	330903	228024
UNV05562 HARDBOARD CLIPBOARD					
527007	290 - 610400 -		35.92	330903	228024
CRD32215 1.5" CLEARVUE 3 RING BINDER					
527007	290 - 610400 -		70.42	330903	228024
FEL11053 METAL COPYHOLDER					
527007	290 - 610400 -		131.93	330903	228024
DURMN2400BKD COPPERTOP AAA BATTERIES					
527008	290 - 610400 -		14.02	330904	228024
SAN38201 PERMANENT MARKER BLACK					
527009	290 - 610400 -		14.02	330905	228024
SAN38202 PERMANENT MARKER RED					
527056	411 - 610400 -		9.98	330951	228328
MOUSEPAD FOR RECEPTION DESK					
527056	411 - 610400 -		14.80	330951	228328
WIRELESS MOUSE FOR RECEPTION DESK					
527056	411 - 610400 -		14.98	330951	228328
CABLE CORD FOR RECEPTION DESK					
527056	411 - 610400 -		34.98	330951	228328
LETTER TRAY FOR OFFICE MANAGER					
527056	411 - 610400 -		39.80	330951	228328
TRASH CAN FOR LS ADMIN BLDG					
527056	411 - 610400 -		86.98	330951	228328

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
CHAIRMAT FOR RECEPTION DESK					
527056	411 - 610100 -		105.98	330951	228328
DOOR MAT FOR LS ADMIN BLDG					
527076	150 - 610400 -		4.59	330971	228395
PACK OF STICK-IT POSTED NOTES					
527076	150 - 610400 -		13.04	330971	228395
WINDEX PUMP SPRAY					
527076	150 - 610400 -		22.80	330971	228395
42"150 BOND PAPER ROLL FOR PLOTTER					
527076	150 - 610400 -		29.76	330971	228395
11X17 WHITE 500 REAM OF PAPER					
527434	213 - 610400 -		95.96	331325	221374
NOTARY SEAL STAMPS, ITEM#TRODAT46040					
527517	213 - 610400 -		10.66	331405	228370
ITEM# FAO22410 / FIRST AID ONLY REFILL FOR SMART COMPLIANCE GENERAL BUSINESS					
CABINET, SPLINTER OUT, STERILE, 10/BOX					
527517	213 - 610400 -		14.28	331405	228370
ITEM# UNV40114 / UNIVERSAL SELF-ADHESIVE REMOVABLE COLOR CODING LABELS, .75,					
YELLOW					
527517	213 - 610400 -		20.57	331405	228370
ITEM# BVCMC070014231 / MASTERVISION VALUE CORK BULLETIN BOARD WITH OAK FRAME					
24X36 NATURAL (QUOTE 05/11/22)					
527517	213 - 610400 -		70.06	331405	228370
ITEM# FAO90615 / FIRST AID ONLY 25 PERSON ANSI A+ FIRST AID KIT REFILL, 141 PIECES					
527517	213 - 610400 -		433.15	331405	228370
ITEM# QRTG7248B / QUARTET INFINITY BLACK GLASS MAGNETIC MARKER BOARD, 72X48					
527563	290 - 610400 -		17.04	331451	228116
AC12402 ONE-HOLE PUNCH					
527578	411 - 610100 -		85.98	331466	228268
SOAP FOR ORANGE GROVE COMMUNITY CENTER					
527917	611 - 610400 -		15.62	331805	228525
PIL31021: G2 PREMIUM GEL PEN, RETRACTABLE, FINE 0.7MM, BLUE INK, SMOKE BARREL,					
12/PACK					
527918	611 - 610400 -		4.90	331806	228525
VC7010: 7010 COMPATIBLE CALCULATOR RIBBON, BLACK/RED					
527918	611 - 610400 -		24.36	331806	228525

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
UNV35715: IMPACT & INKJET PRINT BOND PAPER ROLLS, 0.5" CORE, 2.25"X150FT, WHITE, 12/PACK					
527918	611 - 610400 -		605.25	331806	228525
SHREL1197PIII: EL1197PIII TWO-COLOR PRINTING DESKTOP CALCULATOR, BLACK/RED PRINT, 4.5 LINES/SEC					
528075	611 - 610400 -		57.88	331896	228525
UNV32660: LEATHER-LOOK PAD FOLIO, INSIDE FLAP POCKET W/ CARD HOLDER, BLACK					
# of Claims			50	Vendor Payment Total	3,315.68
SUNBELT FIRE INC					
526853	290 - 612500 - 22004		1,920.39	330752	227560
AS PER MS STATE CONTRACT 8200055233 GLOBE GXCEL TURNOUT GEAR COAT UNDER SMPDD GRANT SUBAWARD ID 070078852 APPROVED BY COUNCIL 12/21/21					
526853	290 - 612500 -		9,531.88	330752	227560
AS PER MS STATE CONTRACT 8200055233 GLOBE GXCEL TURNOUT GEAR PANTS UNDER SMPDD GRANT SUBAWARD ID 070078852 APPROVED BY COUNCIL 12/21/21					
526853	290 - 612500 - 22004		24,033.35	330752	227560
AS PER MS STATE CONTRACT 8200055233 GLOBE GXCEL TURNOUT GEAR PANTS UNDER SMPDD GRANT SUBAWARD ID 070078852 APPROVED BY COUNCIL 12/21/21					
526853	290 - 612500 -		25,674.38	330752	227560
AS PER MS STATE CONTRACT 8200055233 GLOBE GXCEL TURNOUT GEAR COAT UNDER SMPDD GRANT SUBAWARD ID 070078852 APPROVED BY COUNCIL 12/21/21					
527331	290 - 610700 -		97.58	331225	228360
25670A SCOTT LIBERTY AB65X10CA COMPRESSOR FILTER					
527331	290 - 610700 -		112.10	331225	228360
254351 SCOTT LIBERTY AB65CAC COMPRESSOR FILTER					
527420	290 - 611300 -		6.00	331311	228444
AC VALVE					
527420	290 - 611300 -		12.96	331311	228444
FITTINGS					
527420	290 - 611300 -		16.44	331311	228444
CLAMPS (7.72) (8.72)					
527420	290 - 611300 -		16.47	331311	228444
SCREWS					
527420	290 - 611300 -		19.13	331311	228444

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
SHOP SUPPLIES INCLUDING BUT NOT LIMITED TO ASSORTMENT OF WIRE, LOOM, PINS, WEDGELOCK, WASHERS					
527420	290 - 611300 -		25.00	331311	228444
MISCELLANEOUS SHOP SUPPLIES					
527420	290 - 611300 -		33.20	331311	228444
RIVET					
527420	290 - 611300 -		36.52	331311	228444
RIVET					
527420	290 - 611300 -		107.55	331311	228444
MARKER LIGHT					
527420	290 - 611300 -		130.00	331311	228444
FREON					
527420	290 - 611300 -		152.96	331311	228444
TURN LIGHTS					
527420	290 - 611300 -		154.35	331311	228444
SHOP SUPPLIES INCLUDING BUT NOT LIMITED TO ASSORTMENT OF ELECTRICAL WIRE, SEALS, PLUGS, HEAT SHRING, LOOMS, CONNECTORS, SCREWS, RIVET					
527420	290 - 611300 -		236.15	331311	228444
AC HOSE					
527420	290 - 611300 -		272.22	331311	228444
AUTO EJECT					
527420	290 - 611300 -		291.90	331311	228444
ANTIFREEZE					
527420	290 - 611300 -		440.58	331311	228444
BACKUP LIGHTS					
527420	290 - 611300 -		1,176.00	331311	228444
PER MS CODE 31-7-13 OUTSIDE EQUIPMENT REPAIRS / DIAGNOSTIC CHECK SO133612 FOR VARIOUS PROBLEMS INCLUDING BUT NOT LIMITED TO PROBLEMS WITH AC, WARNING LIGHTS, PANEL ALARM, RELAY BOARD, HYDRAULIC LINE, REAR LIGHTS, AIR COMPRESSOR AND OVERALL CHECK REQUIREMENT					
527420	290 - 611300 -		5,328.00	331311	228444
LABOR					
527569	290 - 611300 -		526.84	331457	228472
253094-002 TURN SIGNALS					
# of Claims		25	Vendor Payment Total	70,351.95	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
SWANK MOTION PICTURES INC					
526910	412 - 627800 -		30.00	330807	227072
AVENGER ENDGAME 8/19/22					
526910	412 - 627800 -		665.00	330807	227072
RAYA AND THE LAST DRAGON 5/20/22					
# of Claims		2	Vendor Payment Total	695.00	
SYMBOL ARTS LLC					
527334	290 - 610700 -		390.00	331228	227658
DIE-FEE					
527334	290 - 610700 -		692.96	331228	227658
SERVICE PINS					
527334	290 - 610700 -		1,867.44	331228	227658
SERVICE COINS					
# of Claims		3	Vendor Payment Total	2,950.40	
T3 MOTION, INC					
526984	214 - 630100 - 22002		500.00	330880	227272
ITEM# PA-020-010 / HIGH INTENSITY LED STROBE LIGHT(S) TO REAR OF VEHICLES					
526984	214 - 630100 - 22002		1,245.76	330880	227272
ITEM# CRATE CHARGE					
526984	214 - 630100 - 22002		15,495.00	330880	227272
SOLE SOURCE VENDOR AS PER 03/03/09 COUNCIL APPROVAL // ITEM# T3-990-141-10C3 / T3					
PATROLLER 2022 ELITE 300 SERIES, SUSPENSION CHASSIS, BLACK/WHITE COMPOSITE BODY					
W/REGEN+PLUS AND REVERSE					
# of Claims		3	Vendor Payment Total	17,240.76	
THE BEISTLE COMPANY					
527602	290 - 627700 -		211.70	331490	228322
CUSTOM STICKER BADGES					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527602	290 - 627700 -		611.60	331490	228322
TEMP TATTOO FULL CUSTOM					
527602	290 - 627700 -		1,246.70	331490	228322
Custom Fire Hat					
# of Claims		3	Vendor Payment Total	2,070.00	
THE PROPHET CORPORATION					
527019	213 - 610700 -		285.43	330915	227682
ITEM# 67-017 / ASSESSPRO REP- ADDITION PUSH-UP TESTER - INDIVIDUAL, BLUE					
# of Claims		1	Vendor Payment Total	285.43	
TIMOTHY ISHEE					
527013	290 - 626900 -		49.00	330909	MANUAL
# of Claims		1	Vendor Payment Total	49.00	
TLH ENTERPRISES					
526958	213 - 611300 -		159.00	330853	226858
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
526960	213 - 611300 -		-159.00	330855	226858
526961	213 - 611300 -		139.00	330856	226858
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
526962	213 - 611300 -		-102.00	330857	226858
526964	213 - 611300 -		393.00	330859	226858
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
527318	213 - 611300 -		310.00	331212	226858
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
527320	213 - 611300 -		-205.02	331214	226858

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527321	213 - 611300 -		304.00	331215	228369
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
527660	213 - 611300 -		310.00	331547	228369
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
# of Claims		9	Vendor Payment Total	1,148.98	
TODD HARMAN					
527598	145 - 626900 -		919.62	331487	MANUAL
# of Claims		1	Vendor Payment Total	919.62	
TRIAD MARINE AND INDUSTRIAL					
526856	290 - 630100 - 00020		1,250.00	330755	228079
Z66034 KIT, RAPID INFLATION FOR KEEL					
526856	290 - 630100 - 00020		1,300.00	330755	228079
FREIGHT/DELIVERY					
526856	290 - 630100 - 00020		2,250.00	330755	228079
Z2292 RAPID INFLATION KID					
526856	290 - 630100 - 00020		35,700.00	330755	228079
As Per bids received 4/15/2022, Z80902 ZODIAC FC420LSRF (see attached)					
# of Claims		4	Vendor Payment Total	40,500.00	
TROY CARPENTER					
526980	213 - 626900 -		65.00	330875	228214
LUNCH - FOOD ALLOWANCE FOR T CARPENTER WHILE ATTENDING LACN 2022 CONFERENCE IN BATON ROUGE, LA 06/12/22 TO 06/17/22					
526980	213 - 626900 -		115.00	330875	228214
DINNER - FOOD ALLOWANCE FOR T CARPENTER WHILE ATTENDING LACN 2022 CONFERENCE IN BATON ROUGE, LA 06/12/22 TO 06/17/22					
# of Claims		2	Vendor Payment Total	180.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
TRUSTMARK NATIONAL BANK					
527506	701 - 650400 -		10,989.25	331394	MANUAL
# of Claims		1	Vendor Payment Total	10,989.25	
TURAN-FOLEY CHEVROLET BUICK GEO					
527322	213 - 611300 -		457.21	331216	225752
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
527662	213 - 611300 -		160.00	331549	225752
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
# of Claims		2	Vendor Payment Total	617.21	
TYREE A DAVIS					
527341	411 - 620900 -		2,340.00	331235	225280
AS PER BIDS RECEIVED 7/16/19 ONE YEAR EXTENSION 7/17/2021-7/16/22 GRASS CUTTING CONTRACT C					
527343	411 - 620900 -		2,340.00	331237	225280
AS PER BIDS RECEIVED 7/16/19 ONE YEAR EXTENSION 7/17/2021-7/16/22 GRASS CUTTING CONTRACT C					
527345	411 - 620900 -		2,340.00	331239	225280
AS PER BIDS RECEIVED 7/16/19 ONE YEAR EXTENSION 7/17/2021-7/16/22 GRASS CUTTING CONTRACT C					
527346	411 - 620900 -		2,250.00	331240	225280
AS PER BIDS RECEIVED 7/16/19 ONE YEAR EXTENSION 7/17/2021-7/16/22 GRASS CUTTING CONTRACT C					
527347	411 - 620900 -		50.00	331241	228159
REMAINDER OF FY 2022 CONTRACT D, OLIVET PARK					
527347	411 - 620900 -		70.00	331241	228159
EAST NORTH GULFPORT PARK					
527347	411 - 620900 -		90.00	331241	228159
LYMAN CENTER					
527347	411 - 620900 -		300.00	331241	228159

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ORANGE GROVE CENTER / PARK					
# of Claims		8	Vendor Payment Total	9,780.00	
ULINE, INC.					
527064	411 - 610100 -		22.66	330959	227830
STAINLESS STEEL CLEANER WIPES					
527064	411 - 610100 -		32.10	330959	227830
CORLESS TRASH LINERS					
527064	411 - 610100 -		48.14	330959	227830
DRAWSTRING TRASH BAGS					
527064	411 - 610100 -		50.98	330959	227830
OFFICE TRASH CAN					
527064	411 - 610700 -		60.42	330959	227830
3 DRAWER CART					
527064	411 - 610100 -		86.09	330959	227830
STORAGE FILE BOX					
527064	411 - 610100 -		194.46	330959	227830
TRASH LINERS FOR LEISURE SERVICES DEPT					
527064	411 - 610100 -		283.19	330959	227830
STEP ON TRASH CAN					
527465	213 - 615200 -		11.00	331355	228245
ITEM# S-23824 / BIOHAZARD LABELS 1X1, PAPER (QUOTE 67819045)					
527465	213 - 615200 -		30.00	331355	228245
ITEM# S-3336 / BIOHAZARD LABELS 4X4, PAPER					
527465	213 - 615200 -		34.00	331355	228245
ITEM# S-8530 / HARDWARE PAPER BAGS - 5 1/4X3 7/16X10 15/16, #5					
527465	213 - 615200 -		36.00	331355	228245
ITEM# S-6910 / HARDWARE PAPER BAGS - 4 5/16X2 7/16X2 7/16X 7 7/8, #2					
527465	213 - 615200 -		62.00	331355	228245
ITEM# S-8531 / HARDWARE PAPER BAGS - 7 3/4X4 3/4X16, #16					
527465	213 - 615200 -		72.00	331355	228245
ITEM# S-21081-S / ULINE BLACK EXAM GRADE NITRILE GLOVES, POWDER FREE, SMALL					
527465	213 - 615200 -		72.00	331355	228245
ITEM# S-21081-M / ULINE BLACK EXAM GRADE NITRILE GLOVES, POWDER FREE, MEDIUM					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527465	213 - 615200 -		72.00	331355	228245
ITEM# S-21081-L / ULINE BLACK EXAM GRADE NITRILE GLOVES, POWDER FREE, LARGE					
527465	213 - 615200 -		152.50	331355	228245
ITEM# S-20044 / 49X7X2 1/2 EVIDENCE BOX - RIFLE					
527465	213 - 615200 -		292.17	331355	228245
ITEM# S-20043 / 16X3X2 EVIDENCE BOX - KNIFE					
527465	213 - 615200 -		425.00	331355	228245
ITEM# S-20042 / 13X8X2 EVIDENCE BOX - HANDGUN					
# of Claims			19	Vendor Payment Total	2,036.71
UNDERWATER BOAT SERVICING LLC					
527060	445 - 620900 -		155.45	330955	227369
REMOVE BARNACLES FROM MARINA BOAT					
527060	445 - 620900 -		1,894.55	330955	227369
REMOVE BARNACLES FROM LADDERS IN MARINA					
# of Claims			2	Vendor Payment Total	2,050.00
UNITED PARCEL SERVICE					
528056	213 - 625700 -		109.19	331879	MANUAL
# of Claims			1	Vendor Payment Total	109.19
UNITED STATES CONFERENCE OF MAYORS					
527018	145 - 621900 -		5,269.00	330914	MANUAL
# of Claims			1	Vendor Payment Total	5,269.00
VISION SERVICE PLAN INSURANCE CO					
527414	001 - 214350 -		11.70	331307	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	11.70	
VULCAN INC					
527514	315 - 615500 -		118.60	331402	228208
ITEM #019659: AVERY LINT FREE SWABS (25/PACK)					
527514	315 - 615500 -		250.80	331402	228208
SIGN SHOP STOCK -- ITEM #013824: AVERY TRAFFICJET FLUSH 950ML					
527514	315 - 615500 -		357.76	331402	228208
ITEM #013816: AVERY TJ07 TRAFFICJET GREEN 950ML					
527514	315 - 615500 -		357.76	331402	228208
ITEM #013814: AVERY TJ03 TRAFFICJET BLACK 950ML					
527514	315 - 615500 -		357.76	331402	228208
ITEM #013819: AVERY ECO ULTRA INK CYAN 950ML					
527514	315 - 615500 -		357.76	331402	228208
ITEM #013808: AVERY TJ01 TRAFFICJET YELLOW 950ML					
527514	315 - 615500 -		357.76	331402	228208
ITEM #013815: AVERY TJ05 TRAFFICJET BLUE 950ML					
	# of Claims	7	Vendor Payment Total	2,158.20	
WASTE MANAGEMENT OF MS					
527650	850 - 627100 -		1,287.25	331537	MANUAL
	# of Claims	1	Vendor Payment Total	1,287.25	
WASTE PRO OF MISSISSIPPI					
526848	412 - 627800 -		325.00	330747	226879
REGULAR, HANDICAP PORT-A-LETS AND HAND WASHING STATION FOR MAOVIE NIGHTS APRIL 22, MAY 20, JUNE 17, JULY 15, AUGUST 19 COUNCIL APPROVAL 12/07/2021					
527463	411 - 613400 -		38.15	331353	228502
DELIVERY CHARGE FOR PORTALET FOR KATIE BOOTH EASTER HUNT					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
527463	411 - 613400 -		92.65	331353	228502
MISC PORTALET CHARGE FOR KATIE BOOTH EASTER HUNT					
527651	825 - 626700 -		92.65	331538	MANUAL
527652	825 - 626700 -		88.00	331539	MANUAL
527654	825 - 626700 -		92.65	331541	MANUAL
527655	825 - 626700 -		92.65	331542	MANUAL
527657	825 - 626700 -		92.65	331544	MANUAL
# of Claims		8	Vendor Payment Total	914.40	
WEAVER ELECTRIC INC					
527035	411 - 612200 -		4,269.66	330930	227843
EQUIPMENT					
527035	411 - 612200 -		10,930.34	330930	227843
MAN HOURS TO CHECK AND REPAIR LIGHTS ON SOCCER FIELDS AT SPORTSPLEX UNIT PRICE CONTRACT					
527036	411 - 612200 -		2,500.00	330931	227842
EQUIPMENT					
527036	411 - 611000 -		2,600.00	330931	227842
MATERIALS					
527036	411 - 612200 -		4,800.00	330931	227842
MAN HOURS TO CHECK AND REPAIR LIGHTS ON BASEBALL / SOFTBALL FIELDS AT SPORTSPLEX UNIT PRICE CONTRACT					
527037	411 - 612200 -		400.00	330932	228126
SERVICE CALL TO REPAIR DUMPSTER POLE LIGHT CIRCUIT					
527579	411 - 611000 -		40.00	331467	227623
MISC MATERIAL					
527579	411 - 611000 -		4,620.00	331467	227623
MATERIALS					
527579	411 - 620900 -		4,800.00	331467	227623

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
LABOR TO INSTALL 1 EXIT LIGHT REWORK SWITCHES REMOVE 8 CHANDELIERS RETRO 46 8"					
CAN LIGHTS TO LED COURTHOUSE RD BLDG					
# of Claims		9	Vendor Payment Total	34,960.00	
WHITE AND SONS INC					
526875	276 - 630200 -		28,790.00	330773	227433
PER QUOTES RECEIVED 02/28/22 -- 2022 FORD TRANSIT CONNECT VAN, FROZEN WHITE -					
FORENSICS					
# of Claims		1	Vendor Payment Total	28,790.00	
WILLIAM A DAVIS					
526870	290 - 612200 -		16.00	330768	228342
LUBRICANT					
526870	290 - 612200 -		30.00	330768	228342
ASTRAGAL					
526870	290 - 612200 -		140.00	330768	228342
STATION 11 SAFETY EDGE KIT 14'					
526870	290 - 612200 -		370.00	330768	228342
LABOR					
# of Claims		4	Vendor Payment Total	556.00	
WILLIAM DUBUISSON					
527014	290 - 626900 -		49.00	330910	MANUAL
# of Claims		1	Vendor Payment Total	49.00	
WILLIAM LEHMAN					
527446	145 - 626900 -		105.79	331337	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	105.79	
WILLIAMS DISTRIBUTING LLC					
527003 CHAMOIS	290 - 610100 -		640.00	330899	228358
	# of Claims	1	Vendor Payment Total	640.00	
YOLANDA GALLOWAY					
527644	411 - 620900 -		472.50	331531	MANUAL
	# of Claims	1	Vendor Payment Total	472.50	
	Total # of Claims	1,361	Grand Total	2,027,878.66	6/8/2022

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim****Invoice****PO #****Item Description**

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim****Invoice****PO #****Item Description**

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim****Invoice****PO #****Item Description**

City of Gulfport

Department - Org Code Index

Org Code	Description	Org Code	Description
111	Executive - Mayor	511	Community Development Block Grant
115	Legislative - Council	512	Urban Development Action Grant
125	Judicial - Courts	515-536	Home Consortium Grant
135	Legal - City Attorney	541	Code Enforcement
145	General Administration	542	MDA Grant - CDBG Supplement
155	Civil Service	543	MDA - Long Term Work Force Housing
175	Public Transportation	611	Urban and Economic Development
211	Police and Fire Retirement Fund	613	Building Code Services
213	Police Operating	614	Planning and Zoning
214	Police Grants	621	Economic Development
275-277	Police Forfeits and Seizures	701	Municipal Debt Service Fund
285-287	Coastal Narcotics Task Force	811	Water Billing
290	Fire	815	Water Operations and Maintenance
311	Streets and Drainage Maintenance	825	Sewer Operations and Maintenance
313	Public Works Admin	835	Debt Service (Water and Sewer)
315	Traffic Control	845	Harrison County Wastewater & Solid Waste Management District
317	Beautification	849-855	Water and Sewer Projects
325	Engineering	901	Operating Transfers Out - Interfund
335	Garage Maintenance	911	Employees' Group Health and Life Fund
345-355	Capital Projects	915	General Liability \ Worker's Comp Fund
409	Library Fund		
411	Leisure Services		
415	Building Maintenance		
425	Senior Citizens		
		<u>Hurricane Katrina</u>	
		101	General Government
		201	Police
		301	Public Works

409 Library Fund
411 Leisure Services
415 Building Maintenance
425 Senior Citizens
435 Cemetery
445 Joseph T. Jones Memorial Park

Hurricane Katrina

✓ 101 General Government
✓ 201 Police
✓ 301 Public Works
✓ 401 Leisure Services
✓ 601 Urban Development
✓ 801 Water & Sewer
916 Insurance Claims - Katrina

MEMORANDUM – CITY OF GULFPORT

Date: MAY 24, 2022

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 7th Day Of June, 2022.

Please place the attached item on the above referenced council agenda for
resolutions awarding bids.

MEMORANDUM – CITY OF GULFPORT

Date: MAY 24, 2022

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Awarding Of Bids

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: 0711N-01-043.001. Beg 175.6 Ft E Of Inter Of E Mar Of Hardy St & S Mar Of 11th St N 70 Dg E 96 Ft Along N Mar Of Lot 22 Of Gottschalk Survey S 28 Dg E 595 Ft S 61 Dg W 95.6 Ft N 28 Dg W 610 Ft To Pob Being Part Of Lot 22 Gottschalk Survey. Awarded To Grassmasters Lawn Service Llc For \$200.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. From Site Located At 1025 Ruth Ave. (State Of Miss 5/24/2018). Case: 9299

WARD 3

Parcel 2: 0810N-01-036.000. Lots 21 & 22 Blk 28 Standard Land #2. Awarded To Jones Contracting Services For \$750.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. From Site Located At 2119 32nd St. (Truong Gai). Case: 9184

Parcel 3: 0810N-01-037.000. Lots 19 & 20 Blk 28 Standard Land #2. Awarded To Jones Contracting Services For \$750.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. From Site Located At 2117 32nd St. (Truong Gai). Case: 9187

Parcel 4: 0810N-02-026.001. Lots 8 & 9 Blk 12 Standard Land Add Part Of Se1/4 Of Se1/4 Of Sec 33-7-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$260.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. From Site Located At 2105 30th St. (Gsrn-Z Llc). Case: 9205

WARD 5

Parcel 5: 0808O-02-084.000. Lot 12 Bel-Aire Subd 7th Add. Awarded To Grassmasters Lawn Service Llc For \$175.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. From Site Located At 123 Ralph Dr. (Slade Barbara L -Est-). Case: 9241

TOTAL: \$ 2,135.00

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the 7th day of June, **2022**, 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: 0711N-01-043.001. Beg 175.6 Ft E Of Inter Of E Mar Of Hardy St & S Mar Of 11th St N 70 Dg E 96 Ft Along N Mar Of Lot 22 Of Gottschalk Survey S 28 Dg E 595 Ft S 61 Dg W 95.6 Ft N 28 Dg W 610 Ft To Pob Being Part Of Lot 22 Gottschalk Survey. Awarded To Grassmasters Lawn Service Llc For \$200.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. From Site Located At 1025 Ruth Ave. (State Of Miss 5/24/2018). Case: 9299
- Parcel 2: 0810N-01-036.000. Lots 21 & 22 Blk 28 Standard Land #2. Awarded To Jones Contracting Services For \$750.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. From Site Located At 2119 32nd St. (Truong Gai). Case: 9184
- Parcel 3: 0810N-01-037.000. Lots 19 & 20 Blk 28 Standard Land #2. Awarded To Jones Contracting Services For \$750.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. From Site Located At 2117 32nd St. (Truong Gai). Case: 9187
- Parcel 4: 0810N-02-026.001. Lots 8 & 9 Blk 12 Standard Land Add Part Of Se1/4 Of Se1/4 Of Sec 33-7-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$260.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. From Site Located At 2105 30th St. (Gsrn-Z Llc). Case: 9205

Parcel 5: 0808O-02-084.000. Lot 12 Bel-Aire Subd 7th Add. Awarded To Grassmasters Lawn Service Llc For \$175.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. From Site Located At 123 Ralph Dr. (Slade Barbara L -Est-). Case: 9241

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 _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: MAY 24, 2022

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: 7-Day Notice(s) to be made part of the minutes.

RE: 7-Day Notice(s) Of Certain Property Within The City Of Gulfport per
Mississippi Code §21-19-11(2) For The Said Properties Being Described:

Parcel 1: 0808C-01-001.148. Lot 17 Northwood Hills Subd Ph 6 Pt 1 Sec 4-7-11. Property
Located At 15051 Sagewood St. For Violation Of Remove/Haul Off Trash & Debris.
(Smith Darrel C & Theresa B). Case: 9452



DEPARTMENT OF URBAN DEVELOPMENT
CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502-1780
Phone: 228-868-5790
Fax: 228-214-4487
William H. Hardy Building
1410 24th Ave.
Gulfport, MS 39501

5/9/2022

VIA REGULAR U. S. MAIL

SMITH DARREL C & THERESA B
15051 SAGEWOOD ST
GULFPORT, MS 39503

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

Re: 15051 SAGEWOOD ST

Dear SMITH DARREL C & THERESA B:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 15051 SAGEWOOD ST, Gulfport, MS has been determined by me to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

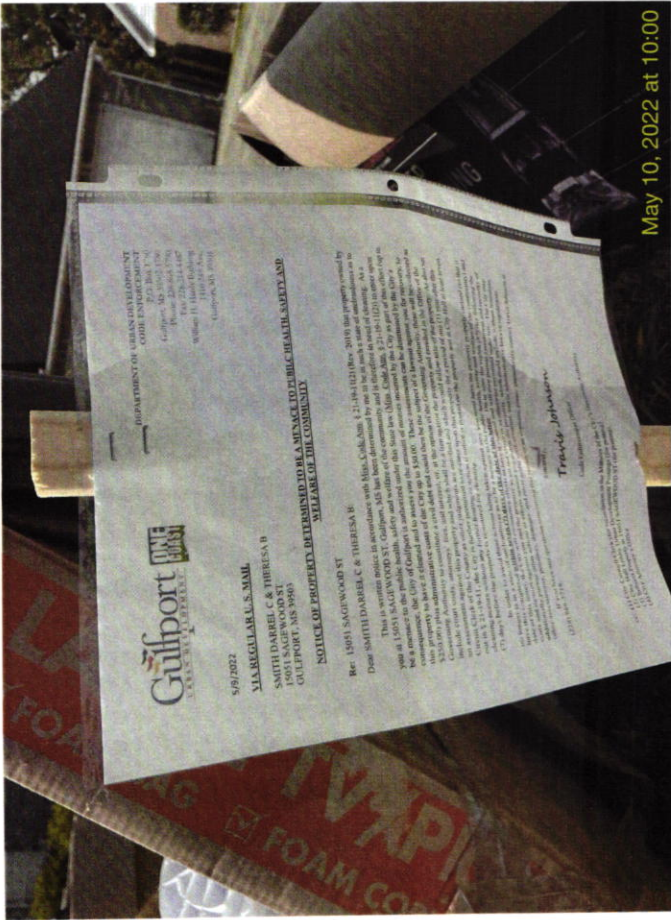
If you have any questions concerning this Notice or its contents, please immediately contact Travis Johnson at (228) 868-5718.

Sincerely,

Travis Johnson

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 15051 SAGEWOOD ST (for posting)
(4) City Attorney's Office



May 10, 2022 at 10:00



MEMORANDUM – CITY OF GULFPORT

Date: MAY 24, 2022

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Chapter 3 Notice(s) to be made part of the minutes.

RE: Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport per the
International Property Maintenance Code (IPMC) For The Said Properties
Being Described:

Parcel 1: 0711G-01-003.000. Lot 5 & 6 Blk 1 Jonestown Mccaughan Subd. Property
Located At 2015 42nd Ave. For Violation Of Cut & Clean The Property,
Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash
& Debris. (Hl&C-Harrison Llc). Case: 9130

**CODE ENFORCEMENT**

P.O. Box 1780

Gulfport, MS 39502

Phone: 228-868-5718

Fax: 228-214-4487

Wm. H. Hardy Building

1410 24th Avenue

Gulfport, MS 39501

May 9, 2022

HL&C-HARRISON LLC

2015 42ND AVE

GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0711G-01-003.000
2015 42ND AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 9130



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

May 9, 2022

HL&C-HARRISON LLC
2001 US HWY 11 NORTH
PICAYUNE, MS 39466

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Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 9130







Invitation to Bid via Public Sale

The City of Gulfport hereby solicits bids, pursuant to Miss. Code Ann. § 17-25-25(2), for the surplus tools, parts, and other items of Municipal personal property listed in attached Exhibit "A" (collectively, the "parts"). The equipment will sold as a single lot. (Bids will be received via electronic mail submitted to Jessica Versiga at jversiga@gulfport-ms.gov. Bids will be received until 9:00 AM on June 20, 2022, at which time the City will evaluate all bids received. The subject line of the electronic mail bid should read "Bid – Surplus Public Works Parts". The City reserves the right to reject all bids for any and all reasons.

The bids will be evaluated and the bid will be awarded to the highest and best offer for the equipment. The City will accept bids for payment for the equipment via cash or certified check. Until the time fixed for evaluation of bids, the City shall not share with any party the amount of any bidder's bid with any bidder or other third party.

Questions regarding this bid or the equipment should be directed to the Purchasing Office in writing by e-mail to Jessica Versiga, jversiga@gulfport-ms.gov, not less than two (2) business days prior to the bid due date. All questions must be submitted in writing; telephonic inquiries will not be considered. The tools may be inspected by contacting Tyler Gentry at 1-228-236-6795 to schedule a mutually agreeable time for the inspection with said inspection to occur on or before close of business (3:00 PM) on June 17, 2022.

Bids submitted after 9:00 AM on June 20, 2022, shall not be considered. No bid may be withdrawn or modified after the time fixed for evaluation of bids.

This Invitation to Bid shall be posted in a prominent location in City Hall, the Police Department, the Hardy Building and the Public Works Building (Hewes Avenue).

EXHIBIT "A"

QTY	PART NUMBER	DESCRIPTION
1	02250125-372	AIR FILTER
1	02250199-135	OIL FILTER
2	233-9856	ELEMENT
2	02250153-904	FUEL FILTER
2	250028-032	FILTER
1	02250150-120	FUEL WATER SEPERATOR
1	02250186-108	SIGHT GLASS
1	02250119-658	LAMP
1	02250223-967	OILER SIGHT FEED DOME
1	250027-198	FILL LINE OILER
4	02250122-817	AIR FILTER INNER
1	WJ206	RUBBER LATCH 6"
2	RC250	RAIN CAP 2-1/2"
2	394989	CARB KIT
2	1626857380	VALVE BALL
4	1R-0734	OIL FILTER
1	784691	FUSEABLE LINK
2	35794	3" CLAMP
1	7-02210-1	AIR FILTER
2	133711A1	SWITCH LIGHT
1	6V-7359	GROMMET
1	5P-7465	CLIP
1	5P-7464	CLIP
5	87436836	RELAY 5 PRONG
1	133713A1	SWITCH LIGHT
1	200-6374	VALVE COVER GASKET
10	245466A1	SPLIT PIN CASE
1	390-0537	BELT 8K
4	241-6003	BELT
2	479-4133	FUEL/WATER FILTER
2	360-8960	FUEL FILTER
2	7W-2326	OIL FILTER
4	221-2661	AIR FILTER
1	339-1048	KIT ASSY
2	346-6688	AIR FILTER
2	525-6205	FUEL FILTER
3	471-7003	HYDRAULIC FILTER
2	362-1163	HYDRAULIC FILTER
1	466-6258	ADAPTER GP
1	49109	AIR FILTER
2	D121152	LAMP ASSY RED
1	214-2968	LAMP
2	115-1715	LAMP A
2	D135384	LIGHT ASSY AMBER
2	91946C1	LAMP ASSY

1	D132682	HEADLIGHT
1	D103626	PIN 590 KING PIN KIT
4	416-12120	BOLT
1	86624993	SCREW
1	83985067	REDUCER BUSHING NH
2	E7NN94231N00AB	DAMPER
4	8Y-7287	HINGE
1	378957A3	LEVER ASSY
1	86596057	PIN CLEVIS
1	86625042	CLEVIS
1	280236	PIN SPLIT
1	87825	NUT
5	8E-6208	PIN
1	8Y-7285	SUPPORT
1	100-7604	LATCH ASSY
5	8E-6209	RETAINER
1	9R-8594	PIN ASSY
1	85803978	CLUSTER TACHOMETER
1	131-8775	BRACKET ASSY
1	183-8383	WINDOW KIT
1	135-8168	CLAMP
1	133-6317	WASHER
13	131-3987	SCREW
1	134-0143	CABLE
1	5C-8811	WIPER BLADE REAR
1	7X-2497	HANDLE
1	213-6043	HARNESS ASSY
1	87355337	RELAY 40 AMP 5 PRONG
1	418-06-22320	WIRING HARNESS
2	114980A1	GAS SHOCKS
1	423-926-A340	WIPER BLADE 18"
1	47132449	SWITCH, SAFTEY
1	3B-5319	COTTER PIN
1	231-0687	STUD WHEEL
3	226-4346	STUD WHEEL
3	201-1919	NUT
4	34M7042	SPRING PIN
1	87612492	TOOTH, BUCKET
3	85801097	PIN FOR 87612492 TOOTH
8	1U-3202	TOOTH
2	87912492	TOOTH, BUCKET
4	RY116T	RELAY
2	103670A1	CLAMP HOSE
4	87039085	CLAMP HOSE
1	AT101565	HYD. RESIVOIR BREATHER
1	AT171853	AIR FILTER
1	AT184590	CAB AIR FILTER

1	AT191102	CAB AIR FILTER
1	AT304631	WIPER BLADE
1	AT332909	SECONDARY AIR FILTER
1	DZ105796	FILTER ELEMENT
3	H216169	FUEL BREATHER
2	H217849	FITTING
1	RE540710	OCV FILTER
1	RE541922	FUEL FILTER, PRIMARY
3	RE544394	FINAL FUEL FILTER
1	PA4997	AIR FILTER
12	87613252	WASHER
6	86625149	RING SNAP
6	86625259	WASHER
14	103-16175	RING SNAP
8	025279	RING SNAP
1	85938	LIGHT PANEL RED
1	RL-5104	LIGHT SWITCH
1	1689785C91	VALVE
6	D127507	BUSHINGS
1	35450-75592	FLASHER
5	495-81226	WASHER
1	87802132	SEAL KIT
1	87801006	KIT
26	00003901	LOCK WASHER
1	R123417	GASKET
1	R89944	O-RING
2	A183953	JOINT
3	81900328	WASHER
1	131691A1	SWITCH
1	087-8456	BELT V
1	099-3216	V BELT
1	160535A1	BEARING
1	49108	AIR FILTER
5	442689A1	TOOTH
3	D41659	SHANK
1	130-3216	BELT SET
1	9968359	TRANS FILTER
1	13584094	CONNECTOR
1	84402	TEMP SOCKET HIGH
1	B7135896	LIGHT HARNESS
1	B7244464	LIGHT HARNESS
1	B6661150	MICRO SWITCH
1	B7222118	LIGHT WORK
1	B6675938	LIGHT WORK
3	B6668928	RET PIN
3	B6628547	WASHER
1	B7311865	GREASE FITTING

5	B6655752	GREASE FITTING
1	6667934	LIGHT BULB
2	H1-55W	BULB
2	B7246779	COUPLER HYDRAULIC
1	7246791	HYD COUPLER
2	7246777	COUPLER MALE
1	7246793	COUPLER HYDRAULIC
3	A-202702-12-6S	3/4" MORB X 3/8" MIC ADAPTER
1	B79K12	O-RING 10
1	G60490-0606	HYDRAULIC FITTING
1	7023559	BELT DRIVE
1	B7104694	HARNESS
3	6990346	KIT TOOTH
1	P6503	FUEL FILTER
2	B7144089	COVER CLAMP
1	B7104659	HARNESS
1	7029012	FUEL FILTER
1	7318870	FUEL FILTER
1	7029016	FUEL FILTER
2	7004879	PILOT FILTER
1	7005577	BELT COMPRESSOR
1	7010300	FAN BELT
1	B7346002	LIGHT COVER
2	B7103217	WASHER
1	B6672489	GASKET VALVE COVER
3	6666376	AIR FILTER INNER
8	7238925	FAN BELT
1	7222791	AIR FILTER
1	B6675517	OIL FILTER
3	7009365	FILTER OIL HYDRAULIC
2	B7023550	CAP FUEL
3	7178328	BELT
4	B6691584	SHANK
5	122665A1	TOOTH
5	CN14173	TOOTH LOCK PIN
7	6666375	AIR FILTER OUTER
1	6690907	AIR FILTER OUTER
1	6661248	CASE DRAIN FILTER
1	7020361	AIR FILTER INNER
6	6666376	AIR FILTER INNER
25	B6704903	BOLT
65	B63D8	NUTS
2	B47C832	BOLT
2	6737326	PIN FLEX
18	B6739510	BOLT
6	B6737322	TOOTH ASSY
8	B7107330	TOOTH ASSY

1	B6666333	AIR FILTER
12	95D10	NUT
2	4162-029B	WING NUT 1/4
6	6665295	TEETH CENTER
1	B6631036	BALL JOINT
1	B7109034	ROD
2	B7028228EF	RUBBER TRACKS
2	RT100510A-WI	RUBBER TRACKS
1	035200295	HYDRAULIC VALVE
1	071661657	CONTROLLER UPPER
2	020031113	CAPSCREW STEEL HEX
2	020031010	CAPSCREW STEEL HEX
4	020401001	WASHERS STEEL FLAT
4	020401101	WASHERS STEEL FLAT
2	020301001	NUT STEEL HEX
2	020301102	NUT STEEL HEX
1	5534PT	ILLUMINATED AMBER ON/OFF SWITCH
2	SW12942	BLUE ROCKER SWITCH
2	SW12933	RED ROCKER SWITCH
1	970032663	TOGGLE SWITCH
2	059400003	SWITCH TOGGLE ON/OFF
1	2724924	ACCUMULATOR
2	10365852	ELBOW
1	12544568	FUEL RETURN LINE
9	14066305	FUEL LINE HOSE
1	38035	BLADE, LOW AIR, 2 FAN 1/8" MP
25	#12	#12 HOSE CLAMP
12	#16	#16 HOSE CLAMP
20	#20	#20 HOSE CLAMP
16	#28	#28 HOSE CLAMP
50	#32	#32 HOSE CLAMP
34	#36	#36 HOSE CLAMP
2	#40	#40 HOSE CLAMP
5	#44	#44 HOSE CLAMP
8	#10	#10 HOSE CLAMP
38	#24	#24 HOSE CLAMP
10	F4UZ-13B765-A	BULB
3	7506	BULB
2	16151234	BULB
2	16129065	BULB
4	25086809	BULB
4	9003	HEADLIGHT
2	9004	HEADLIGHT
2	9005	HEADLIGHT
3	9006	HEADLIGHT
2	9007	HEADLIGHT
22	2057	BULB

13	3156	BULB
10	1157	BULB
3	1662	BULB
19	3057	BULB
14	3357	BULB
14	3157	BULB
22	4157	BULB
2	9145	HEADLIGHT
2	3155	BULB
2	168	BULB
1	7440	BULB
2	578	BULB
2	4114	BULB
1	15199562	BULB
2	3757NA	BULB
9	7528	BULB
3	4114	BULB
1	50CP	BULB
6	DE3175	BULB
3	211.2	BULB
2	7815-11-1010	BULB
11	4057	BULB
8	4157NA	BULB
13	3057NA	BULB
12	1156NA	BULB
6	3357NA	BULB
2	1157NA	BULB
18	1914NA	BULB
22	3157NA	BULB
16	1893	BULB
14	89	BULB
21	1895	BULB
18	921	BULB
16	912	BULB
5	1683	BULB
18	194	BULB
14	17643	BULB
12	53	BULB
21	57	BULB
6	33251-49170	GRADE 8 LUG NUTS
8	32530-27410	STUDS, 2 X 1/2 INCH
11	A38208	BOLT LUG GRADE 8
16	222CAP	OUTER STUD CAPS
5	2093130	RT REAR LUG STUD
6	8891752	
3	12389580	WHEEL STUD
2	E-5977-L	OUTER CAP NUT

5	88891761	NUT
1	E-10215	
31	279670	
10	83955490	BOLT
6	87651028	SCREW STUD
20	5102745	STUDS
3	83999830	NUT
26	12164224	NUT, WHEEL NEW HOLLAND
4	E-7895-L	NUT INNER
4	E-8949-L	STUD
4		PLASTIC CABINETS
1		METAL CABINET
1	288431	CYLINDER THUMB
1	25343	CYLINDER
3	6T0151R	CYLINDER
1	32215	CYLINDER
2	620-0216	CYLINDER
1	S0041776-001	CYLINDER
2	KB-0607	CYLINDER
3	CYLINDER HYD REBUILT	CYLINDER
1	CYLINDER HYD REBUILT	CYLINDER
1	009421	HYD MOTOR
1	011975	HYD GEAR MOTOR
1	011975	HYD GEAR MOTOR (USED)
1	5364.00	SOLVENT PUMP
1	3010-0026B	HOSE REEL MOTOR
1	FRONT PUMP	FRONT PUMP
1	PUMP MOTOR	PUMP MOTOR
3	009421	HYD MOTOR REBUILT
1	99.912	HYD MOTOR REBUILT
1	06504011	HYD MOTOR REBUILT
1	99-912	MOTOR HYD
1	F91-RE71133	AIR COMPRESSOR ASSY
1	622-0449	FAN DRIVE MOTOR
4	76040849	BOLTS
4	87582723	NUT
1	76092242	CABIN AIR FILTER
1	57037	OIL FILTER
1	76092248	CABIN AIR FILTER
1	76067303	CABIN AIR FILTER
2	1931144	AIR FILTER INNER
1	1930604	AIR FILTER OUTER
1	87312626	RELAY
5	86625256	WASHERS
4	0112826	WASHER
6	0156886	DIODE
1	0156889	RELAY

2	0138252	BOOT
1	7-0571	PLUG 5/8
1	0110123	CABLE
2	0112750	BOLT
1	0113395	LEVER THROTTLE
13	0110135	PLUG
1	0112733	CLAMP
1	0156841	FITTING NIPPLE
1	7-0572	PLUG 3/4
2	0110119	MICRO V BELT RD25
1	0201356	BOLT
3	11EM-21051-A	A/C INNER FILTER
1	11N6-90780	HEATER CORE
2	31MH-23020	HYD LINE FILTER
2	31L1-4041-A	RETURN FILTER
4	E131-0212-A	HYD RETURN FILTER
2	11N6-24530-A	AIR FILTER INNER
1	31K6-01320	DRAIN FILTER
3	34340-10101	OIL FILTER
2	ZGAQ-02400	T/M OIL FILTER
1	34362-04100	FUEL FILTER
2	84228488	OIL FILTER
2	31E1-10300	HYD SUCTION FILTER
4	31K6-01320	DRAIN FILTER
2	31E9-0126-A	FILTER SPIN
2	48142231	HYD FILTER
1	84170818	FUEL FILTER
4	1930743	FILTER ELEMENT
1	13515	OIL FILTER
4	33536	FUEL FILTER
2	XJAF-03012	FUEL FILTER
1	57488	OIL FILTER
1	84412164	FUEL FILTER
2	47411966	ELEMENTS
2	87982999	AIR FILTER
1	46560/88560	AIR FILTER INNER
4	84220/57220	TRANS FILTER
2	1931145	FILTER ELEMENT
1	ABPN122-53226FL02	FUEL/WATER FILTER
1	81Q6-14242	VALVE GREASE
2	31E3-0018-A	IN-LINE FILTER
1	31EE-02110	BREATHER ELEMENT
1	S632-165002	O-RINGS
5	S632-170002	O-RINGS
1	S631-071001	O-RINGS
2	S632-150002	O-RINGS
4	XJAF-02498	BOLTS

1	31E5-40520	SWITCH AUTO IDLE
2	11NA-71050	BOWL ASSY
3	11N6-90770	A/C FILTER
1	A304000401-4	CHARGE VALVE ASSY
1	SKBQ-00008	PLUG DRAIN
2	AM70003600-3	SEAL FILTER FRESH
2	11NA-71100	O-RINGS
1	11N6-30040	CLAMP ASSY
1	11NA-71080	O-RINGS
1	11NA-71070	SENSOR
2	11NA-71090	SCREW
3	S109-160450	BOLTS
1	Y171-024004	O-RINGS
1	S631-018004	O-RINGS
1	S631-011004	O-RINGS
1	XJAF-02459	SENSOR ANGLE
1	81N6-00120	CONNECTOR
1	S621-014001	O-RINGS
2	81N6-00110	ELBOW
1	X500-110001	CONNECTOR
2	X500-110003	CONNECTOR
2	S621-018001	O-RINGS
2	S651-81008	NIPPLE GREASE
1	AT460574	SENSOR
2	T376400	SERP BELT
2	R56101	CLAMPS
1	AT304631	WIPER BLADE
1	AT184590	CAB FILTER
1	AT191102	CAB FILTER
1	RE540710	OCV FILTER
2	R48568	CAP
2	H216169	BREATHER
2	H217849	FITTING
1	T24802	CLIP
4	FVA00033065	HYD STRAINER
1	AT332909	AIR FILTER
1	TK350P	TOOTH PIN
1	TK350FD	TOOTH
1	6684564	MIRROR
1	RE541922	FUEL FILTER
1	H216169	FUEL FILTER
1	RE544394	FUEL FILTER
1	AT475239	FUEL FILTER
1	RE560683	BOWL SEDIMENT
4	O2109700	O-RINGS
1	DZ117493	SENSOR FUEL
1	DZ110639	SENSOR

1	AT101565	FUEL FILTER
1	31N4-30132	VALVE-T/M CONTROL
1	11N6-90760	CABIN AIR FILTER
2	71LB-00290	A/C FILTER
2	0156910	FLOOD LAMP
3	21EK-10180	TAILLIGHT ASSY
1	21EK-10120	HEADLIGHT ASSY
2	21EK-10351	FLASHER POSITION
1	161444A1	SEAL GLASS
1	161447A1	TAPE
1	J75481	GREASE FITTING
2	07020-00000	GREASE FITTING
2	07020-00900	GREASE FITTING
1	XJAF-02458	SENSOR OIL PRESSURE
1	21ER-60702	FLASHER UNIT
2	31Q4-40800	PRESSURE SENSOR
3	XJAF-02400	SEAL INJECTOR
1	24L1-05100	RELAY 5P
1	H42470	24V HEADLIGHT
1	7537	BULB 24V
2	423HSA-1	STROBE LIGHT
52	S037-102566	BOLT W/WASHERS
2	417-06-23221	BULB
2	41G-06-13230	BULB
4	08104-12420	BULB
6	08105-12420	BULB
18	02090-10845	BOLTS
18	02290-10813	NUTS
2	V17SYL	TOOTH
2	V13-17PN	PIN
1	AT460574	SENSOR
1	AT475239	WIRING HARNESS
1	DZ117493	SENSOR ASSY FUEL
2	R48568	VALVE
1	RE560683	BOWL SEDIMENT FUEL
1	TK350FD	TOOTH
1	TK350P	PIN
4	TK4L	LOCK
1	417-20-A1030	U-JOINT
11	81E6-26060	TRACK PAD BOLTS
23	E181-2505	TRACK NUTS
7	A58212	PLOW BOLTS W/NUTS
1	423-926-A220	WEATHER STRIPPING
1	423-926-A210	WEATHER STRIPPING
1	6735-51-5143	OIL FILTER
1	6732-71-6120	SEPERATOR FILTER
1	6732-71-6112	CARTRIDGE FUEL FILTER

1	424-16-11140	FILTER
1	07063-01054	HYD. OIL FILTER
1	207-60-51410	FILTER
1	207-04-A1100	FUEL FILTER
1	20Y-54-39450	WIPER BLADE
1	427-926-A530	MOUNT HAND
1	419-15-14860	O-RING
1	424-16-11130	O-RING
2	07000-12115	O-RING
1	417-54-24280	GAS SPRING
1	6732-81-3391	BELT
6	XS05SYL	TOOTH BUCKET
6	XS05P	PIN ASSY
2	P950-127336	HOSE ASSY TRAVEL LINE
3	FYA00033065	FILTER
2	YN50V01014P1P	CAB AIR FILTER
2	YN50V01015P3P	CAB AIR FILTER
1	YY11P00008S002	AIR FILTER INNER
3	YY11P00008S003	AIR FILTER OUTER
1	YN80S00010F1	LIGHT
1	VA32A40000400	OIL FILTER
2	VA32K6201010	FUEL FILTER
2	VA32K6201020	FUEL FILTER
1	176552A1	TOOTH PIN
4	61LM-10230	SPACER
4	61N8-00170	SPACER
1	100455	TEMP GAUGE
9	E161-3057	O-RING
13	E161-3055	O-RING
1	S391-070135	SHIM ROUND
5	01435-01225	BOLTS
8	S391-090130	SHIM ROUND
20	4F3654	PLOW BOLTS
20	4K0367	NUTS 5/8
20	5P8247	WASHER 5/8
1	YN50V00002S001	HYD STRAINER FILTER
1	YY05P00061S005	CAP, RADIATOR
1	B16T0442D5-1P	SPACER
1	B16T0442D44-2P	SPACER
1	B16T0442D57-2P	SPACER
2	B16T0442D2-2P	SPACER
1	LP02B01060D1-1P	SPACER
1	LP02B01060D2-1P	SPACER
2	B16T0442D19-2P	SPACER
2	B16T0442D43-2P	SPACER
2	B16T0442D56-2P	SPACER
1	176552A1	FASTNER PIN

1	X290	TOOTH
1	XKAH-00366	SEAL KIT
1	XKAH-00317	SHAFT MAIN
1	XKAH-00349	GEAR
1	XKAH-00314	BEARING BALL
1	XKAH-00088	SEAL OIL
1	XKAH-00345	COUPLING
2	XKAH-00344	PLATE THRUST
8	S109-100306	BOLT SOCKET
2	S621-014001	O-RING
2	S621-018001	O-RING
2	S631-018004	O-RING
2	XCAV-00127	O-RING
1	X500-110003	CONNECTOR-ORFS
2	31N5-40021	FITTING
2	31N4-01461	HYD. FILTER
6	31E3-4529-A	HYD. FILTER
1	600-181-6740	AIR FILTER KIT
2	XJAF-02500	BELT, WATER PUMP DRIVE
1	11E4-3601	A/C BELT
1	YM129150-35153	OIL FILTER
2	07000-12065	O-RING
1	YM119802-55710	FUEL/WATER FILTER
1	YM119802-55801	FUEL FILTER
1	22L-60-22120	HYD FILTER
1	5309255	GASKET VALVE COVER
4	S109-060156	BOLT SOCKET
1	XKCT-00001	NUT CAP
3	S631-011004	O-RING
2	ZTAM-01201	O-RING BRAKE DISC
2	ZTAM-01202	O-RING BRAKE DISC
1	S631-011004	O-RING
1	Y171-024004	O-RING
6	159902A1	RELAY
1	150099A1	SENSOR BATTERY
4	471271	WHEEL SEAL
1	LL-6987-168	LENS GAUGE PANEL
2	A218226	OIL FILTER
3	D164457	HYD SUCTION FILTER
8	D141112	FRICTION DISC
10	D700251	OUTER PLATE
2	D700252	PISTON SEAL SMALL
2	D700253	PISTON SEAL LARGE
2	D700305	HUB SEAL
2	D700306	AXLE SEAL
1	A218869	AIR FILTER OUTER
1	A218870	AIR FILTER INNER

2	D140182	TRANS FILTER
2	D516976	HYD RETURN FILTER
1	A218357	ROTOR
4	A218377	SPARK PLUGS
1	YM119808-12520	AIR FILTER OUTER
2	42209	AIR FILTER
1	46850	AIR FILTER
1	A218378	WIRE SET
1	PAI1244	RELAY 5 PRONG
1	LL-3674-2307	BOOT JOYSTICK
2	LL-7160-57	BOLT M22X55
2	LLM-4886-82	HYD TANK DRAIN PLUG
1	LL-3844-5	TOGGLE SWITCH 3 POSITION
5	564.46352	LIGHT, AMBER MARKER
1	NRG27PPVB 85R	PRES PROTECT VALVE
1	6222084-001	AIRBAG DRIVER SEAT
2	BEC061A	HYD. BREATHER CAP
1	T3188	CAP, FILL STAG RSVR
3	VFMA15F41	RELAY
1	T3248	SIGHT GLASS
2	WEA3220X6X4	BRASS FITTING
1	A06-30769-010	ROCKER SWITCH
3	12105	DRAIN VALVE W/CORD
1	500-8094	VALVE DUMP
1	H17256TU	1/2" BALL VALVE
1	896H1AHCR1U0312V	RELAY 12V 50 AMP
1	300-80016	PIN UPPER TAIL GATE
1	06-62384-002	SENSOR LEVEL FLUID
1	F6HZ-19N619-BA	CABIN AIR FILTER
1	06-43584-000	BRACKET BATTERY BOX COVER
2	K0184	CIRCUIT BREAKER 50 AMP
3	6805400424	DIODE-INLINE
1	46664	AIR FILTER
2	42776	AIR FILTER
1	GE-00212	SUCTION FILTER
2	FS1098	FUEL/WATER FILTER
2	5303604	FUEL FILTER
10	P616400	AIR FILTER
4	LF3970	OIL FILTER
5	FF63009	FUEL FILTER
1	220-8678	O-RING
4	VMLT1808F	FILTER RESERVOIR
2	47640920	HYD BREATHER FILTER
5	14-17927-000	PSR FILTER
2	ABPN122-R50550	FUEL/WATER FILTER
1	ABPN83324191	WATER VALVE KIT
1	800622	DASH CONTROL VALVE

1	6808200020	LAMP ASSY TURN
2	5023	TAILLIGHT ASSY LEFT
1	15148690	TAIL LIGHT ASSY
1	15148689	TAIL LIGHT ASSY
1	224-4536	SENSOR PRESSURE
1	119-3075	REGULATOR THERMOSTAT
4	135-9819	AIR COMPRESSOR SEAL
1	3E-7278	SWITCH ASSY
1	681-291-00-82	PAD PEDAL
1	R803108	SLACK ADJUSTER FRONT
1	CS56040	SLACK ADJUSTER
1	EUCE-2459SBK	SLACK ADJUSTER REAR
2	STL12RK	LED LIGHT
1	MR206	6" MIRROR
1	MR217	7-1/2" OFFSET MIRROR
3	393-0112	HUB SEAL
3	393-0173	SEAL AXLE
1	11-14418-000	GASKET, AXLE SHAFT 7.00
10	KB-0609	HEX NUTS
10	KB-0608	BOLTS
1	RC500	RAIN CAP 5"
2	90555396	1/4 AIR REGULATOR
1	KB-0309	BANJO PIN 3/4"
1	15538162	BEARING THROWOUT
2	KB-0405	CLAMP
2	KB-0505	BUSHING
1	KB-0605	EXTENSION FITTING 6"
1	1604486	THROTTLE CABLE
1	46981	CABIN AIR FILTER
1	15574632	BRAKE VALVE
2	KB-0613	CUTTING EDGE
1	P527682	AIR FILTER
2	23784-10	7 WAY PIGTAIL
1	662326	FRONT COVER
4	CQ19113	CLEVIS PIN
2	11-852	PLUG SINGLE PIN
3	12-010	GLAD HAND
8	359-5990	AXLE PLUGS
11	359-5915	AXLE PLUGS
6	RTP2	RELEASE STUD
2	HBF6	CAP BREATHER 3/8
2	P544432	AIR FILTER
2	357-7540	VALVE
2	A 540 090 01 51	FUEL FILTER
2	LF9009	FILTER
1	22-49905-000	CONTROL VALVE CABLE
1	T77421A2C	BLOWER MOTOR

1	15651266	FAN CLUTCH
1	01-27116-004	V-BELT
3	9345	V-BELT, WATER PUMP
2	01-27116-007	V-BELT
1	01-32731-635	SERP BELT
1	4080895DF	SERP BELT
4	A 000 090 15 51	OIL FILTER
1	KB-2712	HYD FILTER
2	15739240	COOLANT FILTER
2	P550388	HYD FILTER
4	ABPN122R50418	FUEL FILTER
1	FL3Z*19N619*A	CABIN AIR FILTER
2	BC3Z*9N184*B	FUEL/WATER FILTER
1	LF9009	FILTER
2	57213	OIL FILTER
1	88744	AIR FILTER
1	15584165	BUSHING SHIFT PIN
1	905-095	SHIFT TUBE BUSHING
10	15612948	WINDOW CLIPS
8	15960325	RETAINER CLIPS
2	188501004	DOT UNION 1/2
1	G60312-0606	ADAPTER SAE
1	E7TZ*1522601*A	HANDLE ASSY LEFT
1	84594588	HORN KIT
2	12542906	WIRE HORN
1	12542907	WIRE HORN
2	F4TZ*9324*DA	HOSE ASSY
1	PAI1385	RED KNOB PIN TYPE
2	E-5561-L	STUD
1	E-7895-L	NUT INNER
2	N9101420100009	SCREW BOLTS
2	23-12667-000	PIN CLEVIS
2	38410	DOOR PIN BUSHING
1	1L3Z*13776*AAE	LAMP ASSY
4	12177233	RELAY FUEL PUMP
1	15551633	FAN MOTOR RESISTOR
1	RU904	BLOWER RESISTOR
4	RKIBPADLATKBDY	LATCH
6	C-TBC175	CLAMP 1.75 ID T BOLT
5	300-80029	KIT BODY RAISED
1	7C3Z*8A616*F	FAN CLUTCH ASSY
1	PM249	BLOWER MOTOR
1	CP677X	U-JOINT KIT
1	15169225	A/C CONTROLLER HEAD
1	15609474	CLUTCH BRAKE
1	15619624	DOOR HANDLE OUTSIDE
1	1L2Z*19986*AA	SWITCH ASSY

1	10497187	SWITCH, HEADLIGHT
1	125-9859	SENDER PRESSURE
1	E8TZ-9S283-A	OIL PRESSURE SWITCH
1	FSC27492108	SWITCH PRESSURE
1	R955342	ABS SENSOR KIT
1	26029510	CAM STEERING
2	12540326	DOOR PINS
25	25640501	CLIP
2	88891766	DOOR SPRING
1	LC14390	IGN LOCK CYLINDER
2	15977708	LUG NUT KODIAK
1	BC3Z*9601*A	AIR FILTER
1	370018A	WHEEL SEAL
1	222-3909	REAR MAIN SEAL
1	370212A	SEAL WHEEL
3	370023A	OIL SEAL
1	3924148	DRAIN PLUG
2	HC3Z*9030*D	FUEL CAP DIESEL
2	F19U*17K606*AA	CAP WASHER WINDSHIELD
1	F5TZ*9G270*A	CAP
1	309101-2001	ON/OFF SWITCH
1	VTGM28098	FUEL FILTER BOWL
1	GM25554	FUEL FILTER
1	42109	AIR FILTER
2	HDM15-1000	MUFFLER HANGER
3	R521051	BELT
2	01C268398	FUEL/WATER FILTER
1	901-050	INNER AIR FILTER
1	RE515404	FILTER KIT
2	20553-82	24VDC RELAY
3	7-1018	STARTER SOLENOID 24V
4	SP070-136	HANDLE BRACKET
1	745-107800N	CHECK VALVE KIT
1	480841000	CABLE ASSY WIRE WINCH
1	480864100	PRESSURE TRANSDUCER
1	42NL58	PRESSURE SWITCH
2	264266	AIR FILTER
1	AUT480236000	VALVE SOLENOID
1	1883605C92	HOSE ASSY
1	FLTBM35442611	BLOWER MOTOR
1	4100860	SERP BELT
1	P560971	TRANS FILTER
1	49170	IDLER PULLEY
2	2505125C91	BOLT ASSY
4	631-0439	RELAY
8	L-8815	T-HANDLE LATCH
2	B9226-0306	T-BOLT CLAMP

2	B9200-0325	T-BOLT CLAMP
1	HC280	T-BOLT CLAMP 3-1/2
2	HC300	T-BOLT CLAMP 3-3/4
4	114454	SPACER
2	BE04N12SF20	BEARING
3	2509599C92	COVER AND SEAL ASSY
1	HPK990002007	HYD SEAL KIT CARTRIDGE
1	S110593	PIG TAIL PLUG
2	895493R2	GASKET AXLE
6	HF906063046FM	FITTING RESTRICTOR
6	HF10610JM9	FITTING
2	HF806069M	HYDRAULIC FITTING #6
2	HF806069ML	HYDRAULIC FITTING #6
4	SCA2056C	BOLT 1-1/4 X 3-1/2
4	NUC20U	NUT 1-1/4
1	3579498C91	ALTERNATOR REBUILT
2	102171	BLADE, CUTTING EDGE
16	NUS08U	NUTS FOR CUTTING BLADE
16	BL6080243513	BOLTS 1/2-13 X 1-1/2
5	KE64SS	HOSE CLAMP 2-1/2 TO 4-1/2
5	39107	LUG NUT
6	MC44AB1	LIGHT AMBER
6	MC44RB1	LIGHT RED
3	755-1598	TRAILER WIRING KIT
1	ST25RBP	LIGHT STUD MOUNT
11	LT332Y	GMC CAB MARKER
3	F6HZ*15442*DB	LAMP ASSY ROOF
1	4ELTUBE	LIGHT
8	45204	LAMP LIGHT
1	0156908	LIGHT TURN
8	45201Y	LAMP AMBER LIGHT
9	MCL99AC1B	LIGHTS LED
1	45002R	LIGHT LAMP KIT
1	0156895	LIGHT ASSY
2	7414Y	YELLOW BULB
3	63241-5	LIGHT FLOOD
2	T233752	BULB
1	4874AA	LAMP FENDER AMBER
3	4411	LIGHT FLOOD
1	9526	GROMMET, TAIL LIGHT
19	LT30G	GROMMET 2"
15	LT10G	GROMMET 2 1/2"
6	LED15R	LIGHT 2.5 RECTOR
7	LED15Y	LIGHT 2.5 RECTOR
4	V480A	REFLECTOR
2	V487A	REFLECTOR
13	60202Y	LIGHT OVAL YELLOW

7	6064W	OVAL CLEAR BACK UP
8	60202R	LIGHT OVAL RED
5	V107WA	LIGHT SEWER JET TRAILER
4	PM-142R	LIGHT 2 1/2" RED
8	PM146A	LIGHT MARKER 2" AMBER
9	PM146R	LIGHT MARKER 2" RED
11	PM154Y	MARKER LIGHT 4" AMBER
10	PM-142A	LIGHT AMBER 2 1/2"
3	PM154R	MARKER LIGHT 4" RED
9	B134-15R	LENS OVAL RED
8	B134-15A	LENS OVAL AMBER
3	052-00-722	LIGHT MARKER RED
7	426 AMBER	LAMP 4" ROUND AMBER
18	LT528Y	LIGHT AMBER
16	LT528R	LIGHT AMBER
1	68130	DOUBLE CONT PIGTAIL
4	21L1-00550	BULB 24V 5W
1	21EK-10290	BULB 24V
1	CABLE	DOOR RAMP CABLE
1	109511A1	ALARM BACKUP
2	48035	4 FLAT CONNECTOR
1	LP41CBP	LICENSE LIGHT
1	LP21CBP	LICENSE LIGHT
2	12253548	RED CLEARANCE LIGHT
1	12253522	AMBER CLEARANCE LIGHT
1	41G-06-13210	LENS
1	51120	BRAKE CONTROLLER
3	JP02-020	JACK HANDLE
4	3248	BREAK AWAY CABLE
2	419-15-14860	O-RING
1	K71-148-00	OIL CAP 4"
1	K71-038-00	OIL CAP 2-7/8"
7	426 CLEAR	LAMP 4" ROUND CLEAR
4	426 RED	LAMP 4" ROUND RED
2	641	PIN AND CABLE
5	48485	CONNECTOR 7RV BLADE
8	47345	ADAPTER 7 TO 4
1	48115	CONNECTOR
6	48505	7 POLE CONNECTOR
1	48615	BRACKET
8	B142-49	PIGTAIL 2-PRONG
7	B142-50	PIG TAIL 3 PRONG
2	LT40G	LIGHT COVER
3	A8R	LENS
3	124-15A	LENS COVER AMBER
2	423HSA-1	STROBE LIGHT
3	A8RK	LENS

1	A36ABP	LENS LIGHT
6	42750	AIR FILTER
2	901056	AIR FILTER
1	LAF9099	OUTER AIR FILTER
1	PA5400	CAB AIR FILTER
1	SA10270	AIR FILTER
1	46316	AIR FILTER
1	HC3Z*9N184*J	FUEL FILTER
2	42444	AIR FILTER
1	46562	AIR FILTER
3	FL3Z*19619*A	CAB AIR FILTER
1	19259086	AIR FILTER
1	46417	AIR FILTER
2	46747	AIR FILTER
1	XL2Z*7A098*CA	TRANS FILTER
1	3C3Z*6731*AA	OIL FILTER
1	PA31012	AIR FILTER
8	42389	AIR FILTER
9	22845992	AIR FILTER
1	7C3Z*9601*B	AIR FILTER
5	LC3Z*9601*A	AIR FILTER
1	BC3Z*9601*A	AIR FILTER
1	E7TZ*9601*B	FILTER ASSY
1	7C3Z*9601*A	AIR FILTER
1	RS3542	OUTER AIR FILTER
1	49669	AIR FILTER
4	4C3Z*9601*AA	AIR FILTER
4	46077	AIR FILTER
4	46317	AIR FILTER
1	88870	AIR FILTER
1	AT332908	AIR FILTER
1	88871	AIR FILTER
1	P607965	AIR FILTER
2	46449	AIR FILTER
3	R85372	OIL FILTER
2	BC3Z*6731*B	OIL FILTER
1	84750S	OIL FILTER
2	R85036	OIL FILTER
2	57744	OIL FILTER
3	PF46E	OIL FILTER
1	85791	OIL FILTER
3	57182	OIL FILTER
2	85806	OIL FILTER
3	4892339AB	OIL FILTER
6	68191349AC	OIL FILTER
3	33977	FUEL FILTER
3	33978	FUEL FILTER

2	24348	FUEL FILTER
1	33765	FUEL FILTER
1	33270	FUEL FILTER
1	86424	FUEL FILTER
1	R86899	FUEL FILTER
1	DZ115390	FUEL FILTER
1	DZ115391	FUEL FILTER
2	10149	FUEL FILTER
1	96011	FUEL FILTER
2	86296	FUEL FILTER
1	96850	FUEL FILTER
1	11NA-71041	FUEL FILTER
1	A 541 090 01 51	FUEL FILTER
1	34362-04100	FUEL FILTER
1	A 000 180 21 09	FUEL FILTER
1	B7400454	FUEL FILTER
1	68406048AA	CAB AIR FILTER
1	M113621	AIR FILTER
1	M131802	AIR FILTER
1	11N6-24530-A	AIR FILTER
2	15202408	AIR FILTER
1	HC3Z*9601*A	AIR FILTER
1	6666334	AIR FILTER
2	F5OZ*9601*BA	AIR FILTER
1	P616400	AIR FILTER
1	4L3Z*9601*BA	AIR FILTER
1	89316	AIR FILTER
1	88981	AIR FILTER
1	87809	AIR FILTER
3	HK3317	RUBBER HOSE CLAMP
6	HK1113	RUBBER HOSE CLAMP
4	HK1713	RUBBER HOSE CLAMP
1	81827222	RESIVOIR CAP
1	82983533	BATTERY BRACKET
2	97398C1	LOCK ASSY
2	83929594	DIODE
1	093-1433	SEAL
1	87283179	LIGHT BULB
1	093-0083	WASHER
2	096-2138	SEAL
1	095-7101	SEAL
1	RE66560	WIRING HARNESS
5	8E-6258	PIN
1	096-9276	FUEL GAUGE
1	085-4991	WATER INDICATOR
2	096-7033	COTTER PIN
1	096-4643	SENDER

9	8E-6259	BUCKET PIN RETAINER
2	199-6103	BOLT
1	02969980	PIN
1	J919322	INJECTOR NOZZLE 590
4	F44883	CLIP
1	EP34	FLASHER RELAY
1	85810	HEADLIGHT SOCKET
1	00545500	O-RING KIT
1	22596	JAM WASHER
2	MT002037	SEAL RUBBER
1	184297A1	SUPPORT
1	246151A1	SUPPORT, UPPER HOSE
2	246158A1	CLAMP
3	12463090	WIPER MODULE
2	14M7274	NUT
4	19M7779	CAP SCREW
2	19M7784	SCREW
6	19M7819	SCREW
1	AL78698	LAMP
1	AL81719	RELAY
1	AM101629	SWITCH
1	AM103288	IDLER
1	AM106627	IDLER PULLEY 54" - 72"
1	AM121010	HYD. LIFT CYLINDER
1	AM129501	ARM FOR GAUGE WHEEL
1	AM35307	IDLER
1	AMT627	CAM
2	CH14642	SEAL AXLE
1	CH14691	SEAL GASKET
1	DZ114640	FILTER KIT
3	ET15726	SLEEVE
2	JD8188	BEARING
4	JD8253	BEARING
2	M117636	V BELT
1	M126553	GEAR SHIFTER CAP
1	M127426	SHEILD
6	M128485	CUTTING BLADES
1	M134382	SPINDLE
1	M135762	V BELT
1	M150046	V BELT
3	M801012	INTAKE VALVE
1	M801036	O-RING VALVE COVER
1	M801046	CAM FOLLOWER
1	M805669	PACKING GASKET
1	M91339	ARM ANIT SCALP WHEEL
1	M93887	PIN
2	M93888	BRACKET

2	M93889	TORSION SPRING
3	MIU11748	INNER AIR FILTER
1	N101345	LOCK NUT
6	PM7413	FITTING
1	R116961	PULLEY CRANKSHAFT
1	R123459	SERP BELT
2	RE32011	O-RING FUEL INJECTOR
1	RE526834	SEAL KIT
2	T376400	BELT
1	TCA51044	WHEEL REAR
1	TCU12497	V BELT
1	TCU15036	PULLEY
4	TCU16421	ROD
2	TCU38481	SCREW
1	KB-0606	EXTENSION FITTING
2	34396	ADAPTER RESTRICTOR
2	G60800-0404	HYDRAULIC FITTING
4	NUD10FO-0404	FITTING BOS O-RING
13	L171561	DUST SHIELD COVERS
2	973892	1 X 1 BARB FITTING
3	973893	1-1/4 X 1-1/4 BARB FITTING
3	973894	1-1/2 X 1-1/2 BARB FITTING
1	DPR7EA9	SPARK PLUG
1	01-3051	FAN 24V CAB
1	02411000	FITTING HOSE
1	745-1097	FAN ASSY 12V
4	02209600	FILLER CAP
1	BS40592	REAR MAIN SEAL
1	094-3229	HYD FILTER ELEMENT
1	7-08343	AIR FILTER
1	KHH11370	U-BOLT
1	680-987-00-55	SEAL CAB WINDOW
1	289-2348	AIR FILTER
6	46639	AIR FILTER
1	00758647	SHIM
11	D141164	SPACER
1	102-8813	SEAL
6	1340345C1	BALL PIN
10	643522	RING SNAP
11	87366	WASHERS
2	219-89	GREASE FITTING
6	02032200	LOCK WASHER
4	81867564	WASHER SEALS
4	00750479	BOLTS
1	76067174	SPACER
1	0123684	FLAT WASHER
2	6809734	BUSHING

2	0146288	PIN
1	RC418-66770	PIN
1	02965538	PIN
1	R524481	GASKET
1	PA1909	HYD FILTER
1	02960557	SPINDLE CAP
1	81902463	RING
1	02960561	SPINDLE SHAFT
1	027199010	HOSE ASSY
1	027199011	HOSE ASSY
1	040000006	LUBRICANT SPRAY, BEL RAY NON CONDUCTIVE
13	060213017	HOSE SLEEVE 2.5 ID
5	060213022	HOSE SLEEVE 3.5 ID
1	84135607	RUBBER STRIP HOOD
1	RC408-53230	CABLE STOP ENG
2	1U-3252	TOOTH
2	119-3253	SHANK
14	02290-11423	NUTS
2	ZJZ156PN	PIN
5	122668A1	TOOTH
1	STC15	TRANS COUPLER
1	424-809	ROD ASSY
2	424-216	CABLE
2	858-653	SCREW
2	858-603	NUT
2	424-249	BEARING
1	4L1Z*1130*AA	WHEEL COVER
1	XL3Z*13A613*AA	3RD BRAKE LIGHT ASSY
1	12562793	VACUUM PUMP
1	3289102	DRIVE BELT
1	3290051	DRIVE BELT
1	7C3Z-8620-C	SERP BELT
1	11N4-92130	A/C BELT
1	7345	V-BELT
1	061-8384	BELT
1	15625165	V-BELT
1	8580435	BELT
1	9849524	V-BELT
1	6718	BELT
2	7C3Z-8620-E	SERP BELT
3	4C4Z-8A284-GA	SERP BELT
1	F3HZ-8620-F	SERP BELT
2	01-32241-065	BELT, FAN DRIVE
2	GT4080760	SERP BELT
1	4060875	SERP BELT
1	K061066	V-BELT
1	K061251	SERP BELT

1	GT4080774	SERP BELT
2	01-27115-002	SERP BELT
1	01-31894-680	BELT
1	20-2662	SERP BELT
1	9520	V-BELT
1	25-080720	SERP BELT
1	060975	SERP BELT
1	5060810	SERP BELT
1	070733	SERP BELT
1	J911559	BELT
1	K061005	SERP BELT
3	22528	BELT
3	K060895	BELT
1	GM31383	BELT, WATER PUMP
1	GM31384	BELT, WATER PUMP
1	6K870	BELT
1	4081055	SERP BELT
1	6672152	V-BELT
1	4061005	SERP BELT CONTINENTAL
1	14GTR-1400-68	BELT
2	6958	BELT
1	26073	BELT 5/5V1250
2	15630880	UNION FITTING
1	S1815	AIR COUPLER
1	D5AZ*7A098*B	TRANS FILTER KIT
5	12085524	CONNECTOR ELECT
1	7L5Z*1061203*AA	BUCKLE ASSY
1	00151708	OFFSET LINK 50
1	00191598	REEL CHAIN
6		3/4 X 8" BOLT AND NUTS
1		5/8 X 9" BOLT
1		5/8 X 10" BOLT
2		2 3/8 U-BOLT KIT
1	K71-717-03	UBOLT KITS
4	B38R1	SHACKELS
2	APU8R-8	3" U-BOLT KITS
26	5/8 X 2	PLOW BOLTS
3	281324	1/2 X 3 BOLT
24	8C-3425	SPROCKET BOLTS
9	18MM X 1.5 X 90	BOLT
10	M18LW	LOCK WASHER
10	M18FW	FLAT WASHER
6	102-8072	TRACK BOLTS
4	102-8073	TRACK NUTS
1	NO. 40	2 RIV 10 FT CHAIN
1	NO. 60	2R 10 FT CHAIN
1	35-1R	ROLLER CHAIN 10 FT

1	50-1R	ROLLER CHAIN 10 FT
1	RS 60	RIV CHAIN
1	RS 80	RIV CHAIN
1	60-1R	CHAIN
4 FT	3016-0002	CHAIN #50
1	3016-0011	CHAIN #50 MASTER LINK
2		SHACKLE BOLTS HANGER KIT
1	846451	STARTER
1	800-3525	PUSH ROD
1	1/2 X 12	BOLT
2	HP-1125-7000R	LINK PINS
2	5/8 X 5	BOLTS AND NUTS
10		LINK PINS 1/4
10		LINK PINS 3/8
2		LINK PINS 1/2
7	60-2R	CONNECTING LINK
9	NO. 35	MASTER LINK CHAIN
4	60-1	MASTER LINK CHAIN
1	50-2	MASTER LINK CHAIN
1	R-S40	MASTER LINK CHAIN
1	50-1	MASTER LINK CHAIN
2	NO. 50	MASTER LINK
1	9C3Z*8A080*AA	RADIATOR TANK
2	02880100	SHACKLE CHAIN
6	02959438	PINS 10"
3	FIRE EXT #10	10LB FIRE EXTINGUISHER
4	FIRE EXT #5	5LB FIRE EXTINGUISHER
1	FIRE EXT #2.5	2.5LB FIRE EXTINGUISHER
1	25050225	FUEL FILTER
1	TY22466	CLAMP
1		BOLT KIT
1	F81Z*6622*GA	COVER AND SCREEN
1	5L3Z-6600-A	PUMP
2	28994	WATER TANK GASKETS
4	6947	GAS SHOCKS
4	6EYN5	GAS SHOCKS
1	6UDT9	10MM BALL SOCKETS
1		USED ALTERNATOR ASSY
1	24089	AUX HYDRAULIC PUMP
1		USED CLUTCH
10FT	ALS 1/4	1/4 SPLIT LOOM
3FT		1" HEAT HOSE
10FT	26239	3/8 HOSE BLUE
2FT		3/4 HEATER HOSE
2FT		5/8 HEATER HOSE
50FT	ALS 3/8	3/8 SPLIT LOOM
3	L154026	SCREEN

3FT		1/2 HEATER HOSE
25FT	85745	1/4 X 50' HYD HOSE
25FT	85749	5/8 X 50' HYD HOSE
2	538-50	3/8 X 50' AIR HOSE
25FT	013416	1/4 HYD HOSE
3FT	ALS 1/2	1/2 SPLIT LOOM
2	24905	3/8 X 25' AIR HOSE
2	19465	3/8 X 50' AIR HOSE YELLOW
20FT	000982	HOSE .62 HOSE ASSY
20FT	000809	HOSE .25 HOSE ASSY
1	E-603	EVAPORATOR ASSY
50FT	013416	CLEAR HOSE BRAIDED 1/4
1	A06-75732-005	HEAD LAMP USED
1	12012415	MOHAWK SPRAYER
1	564155330-POC	MIRROR, BLACK
1	1L3Z-9943400-BAA	HANDLE
1	15783973	WIPER TRANS ARM
1	59010	INSULATION TAPE
1	83962803	PIN
1	R123417	GASKET
1	KIT8042	KIT BRAKES
1	12533428	SEAT BELT
1	G25175-0606	HYD FITTING
1	R89944	O-RING
4	R521439	GASKETS
1	R92097	GASKETS
1	174-2365	CABLE ASSY
1	RB1438B	WINDOW FRAME
1	WHCF-WHPL	PREFILTRATION
1	104-8982	PIPE ASSY
1	15849313	SWITCH TURN SIGNAL
50FT	000982	HOSE .62 BLACK
1	AL169733	COOLANT INJ
1	AR50411	POWER CORD
1	RE505887	COOLANT HEATER
1	1-04728424	SWITCH
1	MX757	BRAKE PADS
50FT		1/4" AIR LINE TUBE
50FT	450016-131280	1/4" AIR LINE TUBE
50FT	450022-131280	3/8" AIR LINE TUBE
50FT	450019-131280	5/16" AIR LINE TUBE
1	U35096	8" TO 6" REDUCER
25FT	ALS 3/8	3/8 POLY SPLIT LOOM
30FT		CABLE 5 WIRE
1	742G004A	DIFF REBUILD KIT
2	ELUC25010W	10' CABLE WHITE
1	5V08105683	KIT VALVE

2	22313KEJW33C3	BEARING ASSY
1	SNW-113	2 3/16 RACC
1	27038	VACUUM TUBING
1	BNW015	HARDWARE KIT #4
1	M801046	PIN
1	801-303	RING
15	700-64145	BOLT
5FT	27043	7/32 VACUUM TUBE
1	RE529554	FILLER CAP
1	117595	FILLER GAUGE
20FT	H459	WINDSHIELD WIPER TUBING 5/32
25FT	27041	VACUUM TUBING
11FT	H05703-25R	3/16 FUEL LINE
10FT	H458	7/64 WINDSHIELD WIPER TUBING
1	2-100386	BEARING
3	2-100769	BEARING
1	2-100385	BEARING
2	100773	BEARING
3	100223	STEERING ARM
1	1-100768	BEARING
1	633-0035	STROBE LIGHT
1	EV127	TIE ROD
1	310-2485	SPINDLE 5" HUB
1	4716936	SEAL WINDOW
1	E6HT-3600	STEERING WHEEL USED
2	AM878241	SPACER
3	AM875319	SPACER
3	AM875323	SPACER
3	AM875321	SPACER
3	AM875324	SPACER
1	86803192	PIN
1		ENGINE REBUILD KIT
1	56062	SWITCH
1	484565	HOUR METER
2	F7UZ-15177-A	SEAL
1	287902	CONE
1	H7181	BRAKE KIT
1	28426	OIL SEAL
1	35610-2	THERMOSTAT GASKET
1	PS164	OIL PRESSURE SWITCH
1	287902	CONE
2	00753013	BOLT
2	5170962AA	BRAKE SENSOR
1	A0259975047	SEAL
1	166-1781	GASKET
1	5080144-AA	WATER PUMP GASKET
1	RE529554	FILLER CAP

1	Q750T3/4CL	760W LIGHT BULB
1	70000-33841	BULB
2	01-0461391-00E	LAMP HOLDER STOP
1	01-461426-00C	REPLACEMENT BULB
2	01-0440452-00C	TUBE AND SKT ASSY
1	633-0035	TUBE BULB
5	R6200FT	STROBE LIGHT
2	391-2884-021	GASKETS
4	391-2585-009	WASHERS
12	391-2882-051	SCREWS
2	1007	SEALS
1	6645	BEAR KIT
2	01C204023	BOLTS
1		GASKET
1	6V-9746	SEAL KIT O-RINGS
1	00545500	O-RING KIT
1	391-2881-103	O-RING
2	01C204023A	BOLTS
2	391-2883-096	SEALS
4	1008	SEALS WHEELS
1	B1443	ANTENEX
1	15566155	BACK-UP SWITCH
1	DR-31A	COIL GROUND STRAPS
17	7569	SPARK PLUGS
9	3922	SPARK PLUGS
1	844	SPARK PLUGS
1	106	SPARK PLUGS
3	2923	SPARK PLUGS
4	25	SPARK PLUGS
3	4163	SPARK PLUGS
1	1-83502719	RELAY
1	6751037	GLASS FUSE
1	35967	SWITCH
1	21072	CONTROL MODULE
1	POL21559P	BULL SWITCH
1	VR24-1204	VOLTAGE REDUCER
1	88000	CONTACT BLOCK
1	12088547	MODULE
1	55581	SOLENOID
1	C5120	SWITCH
4	DJ6138	DOOR JAM SWITCH
1	0157P	ROTOR
1	FF135E	SWITCH
1	FA159	ROTOR
1	160707	BULB
15	18-111-447	MIRTON SCRATCH PADS
2	64705	SWITCH STAND BY YELLOW

2	62700	SWITCH SWEEP STAND BY BLACK
1	SBA1032	OIL PRESSURE SWITCH
1	F492	STARTER SOLENOID
1	25793291	SWITCH, PARK BRAKE
1	716426016	CUTTING BLADE
1	B6805815	CUTTING BLADE
1	B7328038	CUTTING BLADE
1	21W7144120W	CUTTING BLADE
1	21W7144130W	CUTTING BLADE
1	BOCE5/8-6-36	CUTTING BLADE
1	34X8X48BOE	CUTTING BLADE
7	A58212	PLOW BOLTS
2	233-3757	CUTTING BLADE
1	18539	CUTTING BLADE
1	121920A1	CUTTING BLADE
1	185506A1	CUTTING BLADE
1	B7352769	CUTTING BLADE
3	B7208977	CUTTING BLADE
2	B7230283	CUTTING BLADE
1	KYY69B01007P1	CUTTING BLADE
2	KYY69B01008P2	CUTTING BLADE
4	9W-8215	CUTTING BLADE
1	BOE 3/4X8X60	CUTTING BLADE
10	02726900	CUTTING BLADE
8	RE750787	CUTTING BLADE
8	RE2886200	CUTTING BLADE
1	3256-039A	BLADE KIT
2	802-277C	BOLTS
6	312-8080	SPACER BLADE 24GA
2	804-147C	WASHER FLAT 1"
2	803-170C	NUT HEX 1-1/8 - 12 PLT
2	312-089D	SPACER BLADE 20GA
2	312-075D	SPACER BLADE 16GA
1	826-553C	SHEILD REPAIR KIT
2	312-0820	SPACE BLADE 18GA
2	326-039A	BLADE KIT
2	312-089D	SPACER BLADE 20GA
2	312-082D	SPACER BLADE 18GA
2	47702	STIFFENING RING
1	30901	TUBE BEARING
3	SAE 30 ENG OIL	SAE 30 MOTOR OIL
9	ATF+4	ATF+4 TRANS FLUID
4	5W-30 SYN	SAE 5W-30 MOTOR OIL
3	5W-20 SYN	SAE 5W-20 MOTOR OIL
3	19329448	POWER STEERING FLUID
1	88861800	TRANSMISSION FLUID
4	SAE 10W-30	MOTOR OIL DIESEL

1	5W30	MOTOR OIL SYNTHETIC
3	911	911 DIESEL
1	ATF	ATF FULL SYNTHETIC TRANS FLUID
1	SW-50	20W-50 MOTOR OIL SYN
2	86541699DS	HYD BRAKE OIL
11	OW-20	OW-20 MOTOR OIL SYN
14	20W-50	MOTOR OIL SYNTHETIC
6	20W-50 SYN. PARTIAL BLEND	MOTOR OIL
1	DEX-VI	DEXRON VI TRANS FLUID
5	MERCON V	MERCON V TRANS FLUID
10		30 NON-DETERGENT MOTOR OIL
3	68088485AA	ELEC STEERING PUMP OIL
1	197-0017	AXLE AND BRAKE OIL ADDITIVE
2		ALL SEASON SELECT LUBRICANT I-R
1	1QM6C34A	HYD BRAKE OIL
7	13203	PUMP OIL HIGH VACUUM
3	FSC-1000-4	AIR COMPRESSOR OIL
1	DOT4	BRAKE FLUID
2	32178979	AIR COMPRESSOR PARTS
7	15W50	MOTOR OIL FULL SYNTHETIC
1	139029A2	HY-TRAN ULTRA
10	ADT1116	CONDITIONER PLUS DIESEL
1	1630204005	L PISTON FLUID SYNTHETIC
2		DIESEL EXTENDER PLUS
2		GAS EXTENDER PLUS
5	85W-140	GEAR OIL
1	75W-140	GEAR OIL FULL SYNTHETIC
12	COOLANT KHAMELEON	ANTIFREEZE COOLANT
2	238-8648	EXT LIFE COOLANT
2	8T-1589	COOLANT ADDITIVE
2	10W-30	TY22029 4 CYL ENG OIL
4	TY26673	15W-40 PLUS 50 11
4	TY22000	HY-GUARD TRANS AND HYD OIL
9	COOLANT DEXCOOL	ANTIFREEZE COOLANT
2	15W40	TY26673 ENGINE OIL
1	TY6354	HY-GUARD TRANS AND HYD OIL
1	1400164H1	ANTIFREEZE COOLANT
2	23519397	ANTIFREEZE COOLANT DIESEL
4	B6983128	ANTIFREEZE COOLANT BOBCAT
31	MERCON V	TRANSMISSION FLUID
5	TY26575	COOL-GUARD II COOLANT
22	208BG	ENGINE CLEANER
6	22932BG	INJECTION CLEANER
25	103BG	TRANSMISSION CLEANER
8	540BG	COOLANT FLUSH CLEANER
22	25532	INDUCTION SYSTEM CLEANER
21	AT-205	RE-SEAL

7	9225	CLEAR DIESEL
2	32012957	AIR COMPRESSOR FILTER KIT
4	38436721	ALL SEASON SYNTHETIC LUBRICANT
3	9016	BIO KLEEN DIESEL
3	3080-06	DIESEL KLEEN 80 OZ
1	3031-80	BIO KLEEN 1 GAL
1	CU1165	RADIATOR FOR #2526
1	7-3690	A/C CONDENSOR FOR #3557
1	B1451	RADIATOR FOR 2546
2	K060870HD	SERP BELT
1	K060870	SERP BELT
1	4060860	SERP BELT
1	9L8Z*8620*C	SERP BELT
1	K060860	SERP BELT
1	9370	BELT V
1	38257	BELT TENSIONER
1	305269	BELT TENSIONER
1	38155	BELT TENSIONER
1	38274	BELT TENSIONER
1	12590963	PULLEY
1	305372	BELT TENSIONER
2	38119	BELT TENSIONER
2	19258649	CONNECTOR LIGHT
2	5C3Z*5484*DA	BUSHING
1	905-096	SHIFT TUBE BUSHING
1	L1049462621TRW	SWAY BAR BUSHING, FRONT
2	3L3Z*7C130*AA	SHIFTER DAMPER BUSHING
2	F3TZ*7L278*A	BUSHING, SHIFT TUBE
2	E4HZ*4A254*B	RETAINER CLIPS
5	E6AZ*5421952*A	CLIPS DOOR
4	F81Z*4N272*AA	BOLT HEX
3	88981031	CLIP TAILGATE RED
2	E83Z*5421952*B	RETAINER CLIPS
5	15705042	RETAINER GM BRAKE LITE SWITCH
5	800-498	FUEL LINE CLIPS
5	800-005	LINE CLIPS
6	800-023	FUEL LINE CLIPS
4	800-1795N	FUEL INJECTORS
2	7L5Z*9F593*AA	FUEL INJECTORS
1	213410	LONG NIPPLE
1	12608814	SENSOR ENGINE
2	D90Z6522841-C	BUSHING, DOOR
1	VS50377R	VALVE COVER GASKET
1	231081	IDLER PULLEY
2	F81Z*9N332*AA	ELBOW
1	2U1Z*6710*AA	GASKET
1	3C3Z*9C065*AA	GASKET

2	10201397	GASKET, VALVE COVER
1	F81Z-6619-AA	GASKET
1	3C3Z*9P455*AB	EGR VALVE GASKET
1	15919625	HANDLE OUTSIDE RIGHT
1	1L3Z*9943400*BAA	TAILGATE HANDLE
1	90695	TAILGATE HANDLE
2	25801998	TAILGATE HANDLE
1	E8TZ*9943400*A	TAILGATE HANDLE
1	90022CD	DOOR HANDLE EXT
1	8C2Z*1526604*BD	RIGHT EXT. DOOR HANDLE
2	E7TZ*1522600*A	HANDLE ASSY RIGHT
2	E7TZ*1522601*A	HANDLE ASSY LEFT
4	77177M	INT DOOR HANDLE
1	15565757	HORN PAD CAP
1	2W7Z*13800*BA	HORN ASSY
2	89019303	HARNESS
1	20806141	HARNESS DOOR
1	15807693	REAR DIFF GASKET
1	6L5Z*17567*AA	ARM WIPER TRANSMISSION
1	56457	LIGHTER SOCKET
1	DN100	REAR VIEW MIRROR
1	47112	HEATER HOSE TEE
1	4L5Z*12259*A	WIRE SET
1	F8PZ*12259*LA	SPARK PLUG WIRES
1	D801040	SPARK PLUG WIRES
1	15795322	IGNITION SWITCH HOUSING
1	SP546	SPARK PLUG
1	C1541	IGNITION COIL
1	C1417	IGNITION COIL
2	3L3Z*12029*BA	IGNITION COIL
2	F3TZ*18519*A	KNOB HEATER
1	F2UZ*11661*A	KNOB LIGHT
1	76871	HEADLIGHT KNOB
1	735-7675	KNOB HEAD LIGHT
1	2505360C91	SEAT RECLINE KNOB
4	23744	WATER PUMP STUD
1	38448	DOOR STRIKER
10	11609539	BOLT, FOR TRAIL LIGHT INSTALL
3	9595178	WHEEL BOLT
1	26028106	BOLT
5	11505032	BOLT WATER PUMP
8	N605890*S301	BOLTS
1	65281	GASKET
3	622-0213	O-RING
1	35617	THERMOSTAT GASKET
1	0438-00003	PIN CLEVIS
1	0000-00281	SAFTEY PIN

4	38419	HINGE PIN KIT
1	FODZ*7G357*A	PIN
6	D9ZZ*6643030**AA	DOOR PINS
2	E2FZ*5823566*A	PIN
1	15862656	CONNECTOR HARNESS
1	19368860	CONNECTOR ELEC
1	84937218	CONNECTOR KIT
3	12125649	CONNECTOR
1	PT723	CONNECTOR LP-FOG
2	19301866	CONNECTOR
2	12125694	CONNECTOR ELEC
1	13587128	CONNECTOR KIT
1	12101898	CONNECTOR
1	1U2Z*14S411*JA	LIGHT SOCKET
1	FU2Z*14S411*YA	WIRE ASSY
1	1U2Z*14S411*NA	WIRE ASSY
1	F6TZ*7A191*A	GASKET
3	12177236	RELAY
5	HU5Z-14N089-B	RELAY
3	GU5Z*14N089*A	RELAY
3	19116057	FUEL PUMP RELAY
1	15328865	RELAY
1	12101930	CONNECTOR
1	15218254	A/C BLOWER MOTOR RESISTOR
1	15039098	RESISTOR BLOWER MOTOR
1	JA1499	A/C BLOWER MOTOR RESISTOR
4	85084	MUFFLER CLAMP 2"
4	85082	MUFFLER CLAMP 1-3/4"
1	35336	MUFFLER CLAMP
1	15142953	HOOD LATCH CABLE
1	25875521	L/H OUTER DOOR HANDLE
2	1C3Z*25611B60*AAC	BUCKLE
1	2L5Z*13832*BA	HORN ASSY
1	F37Z*13201*A	L/F SIGNAL LENS
1	Y-788	SHIFT CABLE
1	YL3Z*13K359*ABA	SWITCH ASSY TURN
1	6L5Z*1023201*BA	REGULATOR WINDOW
1	26037450	POWER STEERING PUMP
1	3C3Z*19E616*BA	BLEND DOOR ACTUATOR
1	5014733AB	REAR U-JOINT ASSY
1	7R3Z*17664*A	WIPER MOTOR ASSY
1	89221-0C023	COMPUTER MULTI
1	79-1199	ECU COMPUTER
1	MCA630316	MASTER CYLINDER
1	SM966B	FRONT BRAKE PADS
1	DG679	BRAKE PADS FRONT
1	SM655	BRAKE PADS

1	DG120	BRAKE PADS
1	723	BRAKE SHOE
1	DG1084	BRAKE PADS
1	D777SD	FRONT BRAKE PADS
1	WC79768	WHEEL CYLINDER
1	H7308	DRUM HDW KIT
1	H2597	DRUM HDW KIT
1	81483	SELF ADJUSTER KIT
1	H2335	BRAKE SPRING KIT
2	370061	WHEEL CYLINDER
1	H2680	DRUM SELF ADJUSTER
2	3L2Z*2B296*AA	BRAKE PIN KIT
2	H5045	BRAKE DISC GUIDE
1	H2515	WHEEL KIT, SELF ADJUST BRAKE
1	H2682	DRUM SELF ADJUSTER
1	2643	DRUM ADJUSTMENT KIT
1	2642	DRUM ADJUSTMENT KIT
2	545-01851	ABS HYD PUMP MOTOR
2	55275631AB	UPPER DOOR HINGE
2	55275634AA	LOWER DOOR HINGE
1	22127579	WASHER BOTTLE
2	93801734	BRAKE LIGHT SWITCH
1	AL5Z*19C733*A	TEMP CONTROL SWITCH
1	F2UZ*19986*D	A/C BLOWER SWITCH
1	93801734	BRAKE LIGHT SWITCH
1	1C3Z*11A152*AA	CLUTCH PEDAL SWITCH
1	F2TZ*9A050*A	FUEL PUMP SWITCH
1	E69Z*18C311*A	SWITCH ASSY
1	G1CZ*9278*B	SWITCH ASSY
1	16192099	FAN CONTROL SWITCH
1	84881	ROCKER SWITCH
1	GC2Z*19E561*BA	SWITCH
1	56027873	COOLANT TEMP SENSOR
2	6C2Z*13713*AA	SWITCH DOOR
1	8L3Z*6G004*A	CYLINDER HEAD TEMP SENSOR
2	4168122	SPRING
2	F81Z*2069*AA	PIN KIT
1	15126553	DOME LIGHT ASSY
1	19356468	HANDLE DOOR
1	33500	TPMS SENSOR
1	SE10005	TPMS SENSOR
2	SE10001HP	TPMS SENSOR
1	5L1Z*1A150*AB	TPMS SENSOR
3	8C2Z*1A189*A	TPMS SENSOR
4	9L3Z*1A189*A	TPMS SENSOR
4	20927604	TPMS SENSOR
1	19383800	TPMS SENSOR

1	6F2Z*1A193*D	KIT SENSOR
1	17-21103	TPMS SENSOR BAND
1	68324960AB	TPMS SENSOR
1	AF10043	MASS AIR FLOW SENSOR
2	ZEE1514	MECH FUEL METER
1	19209808	O2 SENSOR
2	22807123	RESISTOR BLOWER
1	33004281	COOLANT TEMP SENSOR
1	12588097	SENSOR
1	AC3Z*2C204*A	REAR WHEEL SPEED SENSOR
1	800-617	TRANS CONNECTOR
1	800-723	TRANS LINE FITTING
2	05170962AA	SENSOR BRAKE WEAR
1	12584516	SENSOR CAM INTAKE
1	12584079	SENSOR CAMSHAFT
1	XS4Z-9C052-AA	FUEL TANK SENSOR
1	F492	STARTER SOLENOID
1	TS1012	ENG VAR TIMING SOLENOID
1	F2TZ*15A201*C	LAMP ASSY HAZARD
2	F7DZ-7R264-AA	PLUNGER
1	F57Z*7212*A	SHIFT TUBE
1	68054864AD	TAILGATE CABLES
1	S14706	MULTI-FUNCTION SWITCH
1	7L5Z*13K359*AA	MULTI-FUNCTION SWITCH
1	5L1Z*9J337*AA	FUEL LINE TUBE
1	9595904	HUB CAP
1	70179	LED BEACON STROBE LIGHT
2	13973	WHEEL HUB DUST CAP
2	13974	DUST CAP 2-1/2
12	16632193	DOOR BUSHINGS
11	93356553	DOOR PINS
1	LC65360	IGN LOCK CYLINDER
1	2C3Z-2506072-AAA	LOCK ASSY
10	DG1Z*1012*A	LUG NUT
1	41405	LUGNUT SET
1	41135	LOCKING LUG NUT SET
2	20405	WHEEL LOCK SET
8	F4UZ-1012-A	LUG NUT
6	BK3Z*1012*A	LUG NUT
1	24234	WHEEL LOCK SET
3	9594683	NUT WHEEL
2	611-122	LUG NUT
1	610-254.1	WHEEL STUD
1	19418142	3RD BRAKE LIGHT ASSY
1	F8TZ 13K359 AB	TURN SIGNAL SWITCH
1	6C2Z*15264A01*AA	LATCH HANDLE
1	15708044	HANDLE

1	F6AZ*7A098*A	FILTER ASSY TRANSMISSION
2	YC3Z*7A098*AA	FILTER ASSY TRANSMISSION
1	33-2247	AIR FILTER
1	E7TZ*9601*B	FILTER ASSY
1	TF320	TRANSMISSION FILTER
3	3C3Z*9N184*CB	FUEL FILTER KIT
2	8C3Z*9N184*C	FUEL FILTER KIT
3	GOL495	FUEL TANK FILTER ASSY
1	19257782	TRANS FILTER KIT
1	CAF1864P	CAB AIR FILTER
1	3012	CAB AIR FILTER
1	SA9492	AIR FILTER
1	SA10262	AIR FILTER
1	SA8755	AIR FILTER
1	2U2Z*9601*AA	AIR FILTER
1	F2UZ*3524*A	SHAFT ASSY
1	4L3Z*7210*BAA	GEAR SHIFT LEVER
1	1941896	TIE ROD KIT
1	22127653	WINDSHEILD WASHER PUMP
1	6-700	WINDSHEILD WASHER PUMP
1	604-202	HVAC TEMP ACTUATOR
2	15721390	TAGLIGHT ASSY R/H
2	15721389	TAGLIGHT ASSY L/H
1	800-955	HIGH SIDE SCHADER VALVE
1	13586977	HEADLIGHT BULB LOW BEAM
1	7C3Z*17603*A	WASHER NOZZLE
1	68181	LICENSE PLATE LENS
2	E7AZ*6701*A	REAR MAIN SEAL
1	5C3Z*13N021*AA	HEAD LIGHT ASSY
1	8C3Z*15442*B	LAMP ASSY YELLOW
2	52473356	ACTUATOR
1	PV547	PURGE VALVE
1	15844209	ACTUATOR
1	25847750	A/C GRILLE VENT
1	15844241	ACTUATOR
1	6358	SEAL WHEEL
3	370247A	OIL SEAL
2	8835S	SEAL AXLE
1	8609	TRANS TAILSHAFT SEAL
4	4148	WHEEL SEAL
4	4739	WHEEL SEAL
1	710709	TRANS SEAL
3	4160	OIL SEAL
1	223830	TRANS SEAL
4	7781S	WHEEL SEAL
1	3622	AXLE SEALS
1	714675	TRANS PINION SEAL

2	413469	SEAL
1	SKF27438	SEAL WHEEL
4	370047A	OIL SEAL
4	6815	OIL SEAL
1	710481	PINION SEAL
2	12559575	THERMOSTAT
1	65269	DRAIN PLUG GASKET
1	F81Z*6730*AA	PLUG OIL
1	8C3Z*6730*A	OIL DRAIN PLUG
1	15-7132	AIR PLUG
3	FF12F	1/2 COUPLER FEMALE
1	924-350	DR LATCH CABLE
1	F81Z*3E651*DA	STEERING STABILIZER
3	6839	FUEL CAP
1	33042	CAP, RADIATOR
1	10832	FUEL CAP
6	WM090	HUB OUTER 8"
12	WM099-1	CAPT SCREW
3	WM089	HUB INNER 8-15"
2	H18628	HYD FILTER
1	FODZ*3L539*F	RING
1	20F977	MALE ROD END RH 1/4-28
2	20F978	MALE ROD END LH 1/4-28
2	20F962	FEMALE ROD END LH 1/4-28
2	20F961	FEMALE ROD END RH 1/4-28
1	6L5Z*19D850*BA	TUBE
4	FBC350	EXHAUST BAND CLAMP 3-1/2
2	FBC400	EXHAUST BAND CLAMP 4
2	FBC500	EXHAUST BAND CLAMP 5
2	665-0005	GAUGE 0-4000 PSI
1	8669	SWITCH TEMP
1	3591093C1	FITTING 90 DEG
4	5029-00	LINK PIN ASSY
1	5220-00	B2U BURNER HEAD
1	012075	DRIVE SHAFT PTO
1	5224-00	FUEL REGULATOR 10 PSI
1	009580	VALVE SPRAYER TRIGGER
1	002157	CLAMP SCREW
2	004803	FITTING, BRASS BARB
1	010177	TIP SPRAY BRASS
1	665-0005	GAUGE 0-3000 PSI
1	5006-00	PRESSURE VALVE
1	003557	SPLIT O-RING FLANGE KIT
1	003560	SPLIT O-RING FLANGE KIT
2	731-109	FLARE ADAPTER
7	009552	GASKET 6 X 8 NEOPRENE
4	017838	KEY SHAFT

1	010124	VALVE SELECTOR PUSH/PULL
1	021131	VALVE MOUNT BRACKET
5	31974900	4 X 4MM SQUARE KEY STOCK
3	012327	BREAKER 10A
2	021161	KIT RETROFIT FLOW CONTROL VALVE
2	010126	VALVE
5	008996	RELAY, HEATING ELEMENT
5	012784	SPIDER L100
4	SK-00472	SEAL KIT
1	3610324C1	LOWER RADIATOR HOSE
10	009107	NOZZLE, TACK SPRAY
2	010125	VALVE-CHECK-SPRING
4	002909	FITTINGS, BRASS BARBED
2	012376	CAPACITOR - 31.5
3	012377	CAPACITOR - 35
7	006566	COUPLER JAW 0.625
5	S5-60	HYDRAULIC FILTER
1	002052	VALVE BALL, BRASS .37
2	001058	BEARING, 4-BOLT FLANGE
2	011950	BODY ALUM COIL 12V
2	011951	COIL 12V
2	TC0015	CAP HYD TANK W/CHAIN
1	011988	TORQUE ARM AUGER
1	002513	GAUGE 0-5000 PSI
1	016688	GAUGE 0-5000 PSI
1	624-0021	GAUGE 0-10000 PSI
6	KNA12241725	T-HANDLES
6	009579	18" SPRAY EXTENSION
2	P607955	AIR FILTER OUTER
2	DDER61709	FUEL/WATER FILTER
2	LF1400NN	OIL FILTER
2	FF63009	FUEL FILTER
1	1982-02	HYD FILTER
1	01-32732-147	SERP BELT
2	P616400	AIR FILTER
1	74828	HEATER CONTROL VALVE
1	3561966C1	LIGHT FENDER R/H
1	3561965C1	LIGHT FENDER L/H
2	LT800	TAIL LIGHT
3	238-5084	O-RING
1	AR201	RELAY 5 PRONG
1	1839415C91	OIL SENSOR PRESSURE
3	FHA2	FUSE HOLDER
5	002961	CAP - FILLER
5	011024	NECK W/CHAIN & HOLES
8	011999	GASKET - FILLER W/BREATHER
1	3579498C91	ALTERNATOR REBUILT

4	9039	RING SNAP
3	11451	GLAD HAND RED
2	11452	GLAD HAND BLUE
1	55104	CONVERSION CABLE
5	POW-10028P	GLAD HAND SEALS
1	6T3923	LIGHT INDICATOR
1	013-001	LATCH ASSY
2	29558329	FILTER KIT, SUMP 4"
1	2614861C92	A/C KIT O-RINGS AND GASKETS
1	3562102C1	RESISTOR ELECTRIC
2	1865-383-1/4BP	GAUGE 0-10000 PSI
5	1865-381-1/4BP	GAUGE 0-5000 PSI
2	1430-371-1/4BP	GAUGE 0-3000 PSI
1	624-0021	GAUGE 0-10000 PSI
1	GXB6000	GAUGE 0-6000 PSI
1	7C3Z*2522405*AA	HANDLE ASSY
1	FLTBM3542611	BLOWER MOTOR
2	F6SZ*19B888*AA	MODE CONTROL SWITCH
1	1839415C91	OIL SENSOR PRESSURE
1	009676	LOCK ASSY
3	FF12M	1/2 PLUG MALE
1	3004-6018	UNIVERSAL KILL SWITCH
2	30MEG1/41510	FLUSH OUT NOZZLE
1	1845232C1	ELBOW DRAIN HOSE
1	3040-0015	SIGHT GLASS
4	ELE022500	CONTACT BLOCK
6	3020-0003-UB	U-BOLT
1	3001-0197	POWER VIEW GAUGE MURPHY
2	3007-2161KIT	BRAKE PAD KIT
1	50219-0-T	JOINT, SWIVEL, 90D 1"
3	3020-8101	3" STRAINER CAP GASKET
5	TF23D	TOOTH
5	TF23P	PIN
1	AR58126	IGNITION SWITCH
1	DZ110618	FUEL PUMP ASSY
2	9-350	RAIN CAP 3-1/2"
1	RC400	RAIN CAP 4"
1	52339-00-X	CAP 2"
1	52140-00-T	GASKET STRAINER 2"
1	S1818	AIR PLUG
100FT	24721-00-X	HOSE, AIR LINE, DOT 3/16"
2	SWI022350	SENSOR PROX
1	01-32732-552	BELT, SERP
3	3020-8104	GASKET O-RING
1	3001-0269	WATER GAUGE 5000PSI
38		SHELVES
16		CABINETS

97		PLASTIC BINS		
2		FILE CABINETS		
6		WINZER CABINETS		
12	6665294	TEETH RIGHT	\$	6.34
11	6665293	TEETH LEFT	\$	6.34
1	7003456	VALVE MOTOR	\$	107.04
2	RC500	RAIN CAP 5"	\$	13.71
2	RC300	RAIN CAP 3"	\$	14.58
18	B53D10	NUT	\$	3.93
1	6686655	ALTERNATOR BELT	\$	10.88
1	4060967	BELT, V	\$	34.55
2	RE240999	RELAY	\$	14.76
3	ABPN83328184	CABIN AIR FILTER		
4	06-29330-000	LAMP ASSY MARKER		
1	5200701	PIVOT LEAF		
1	7823057	THERMAL CIRCUIT BREAKER		
16	9101534	NIPPLE PIPE		
2	9101535	BUSHING		
2	K307-E5	DRAIN VALVE W/CORD		
1	F5HZ-15A403-BA	LAMP HOUSING BRACKET		
1	F5HZ-15A403-AA	PLATE MARKER LAMP		
3	9102321	FILTER HEAD		
2	5207160	5/8 - 1/8 ROD END		
3	65597	1/2-13X6 EYEBOLT		
1	29233	EYEBOLT 6"		
2	22940	SPRING		
1	21924	QUICK LINK CONNECTOR		
2	50620	BOLT 9/16-12X2		
1	15626425	OIL PRESSURE SWITCH		
1	26097	SWITCH		
1	24287	AIR INDICATOR RESTRICTION		
1	1696499C1	NOZZLE WASHER		
8	54043	VALVE MANIFOLD ASSY		
3	23681	WATER SOLENOID		
4	27598	WATER FILTER PLASTIC		
16	20464	NUT		
19	20238	COUPLING		
4	66603	DIODE RECPT		
1	28272	80 AMP BREAKER		
1	23827	GROMMET 3"		
2	31593	FLAT WASHER		
2	23829	GROMMET 1 1/4"		
2	20743	BREAKER 20 AMP		
22	20407	MESH STRAINER		
1	20218	PULLEY BLOCK		
9	22542	SPRAY TIP		
3	22971	GROMMET 1/2		

12	22431	SPRAY TIP BODY
2	521093	GUTTER BROOM CYLINDER
1	63428	HYDRAULIC CYLINDER
1	29083	MANIFOLD 7 STAGE
2	PAC12110138	CONVENIENCE CENTER
1	R803108	SLACK ADJUSTER FRONT
1	CS56040	SLACK ADJUSTER
4	27H1	LIGHT BULB 27W
4	EDIGH22	BULB LIGHT
1	MR217	7-1/2" OFF SET MIRROR
1	19M7808	SCREW
3	DZ115390	FUEL FILTER
2	DZ115391	FUEL FILTER
1	R123439	SERP BELT
1	R123441	V BELT
1	R123445	V BELT
1	R529790	SLEEVE
1	R536737	SPACER
1	RE505264	IDLER PULLEY
2	G60130-0806	ADAPTER
1	20550	ENG COOLANT RECOVERY BOTTLE
1	50055	SWITCH LOWER SENDING MURP
2	TAS650012	SEAL KIT
1	24089	AUX HYDRAULIC PUMP
1	522736	DRAG ARM LEFT
2	522735	DRAG ARM RIGHT
1	29231	MANIFOLD BLOCK
1	66083	FILTER HOUSING SCREEN
1	65977	STRAP CINCH 20" BUCKLE
1	29138	DOOR HANDLE ASSY
1	K080605	BELT, SERP
1	LFH8737	TRANS FILTER
1	3976833	BELT TENSIONER
1	RE548027	IDLER PULLEY
1	22842	BUSHING FAN
8	20441	SPRAY TIPS
2	26874	3/8" FLARE X 1/4"
2	20408	1/4" MALE INLET
1	188504012	MALE CONN 5/8
4	25048	BRASS NOZZLE 1/4"
3	20406	SPRAY TIPS
3	20133	ELBOW BRASS
4	20144	1/4" TEE
2	26866	HOSE BARB
5	22429	BRASS TIPS
3	26930	HOSE END 1/4
5	20420	BRASS TIPS

3	20441	SPRAY TIPS
5	22429	BRASS TIPS
6	20420	BRASS TIPS
3	VS219P8	FITTING PLUG SOCKET
2	29349	FITTING LONG 1/4 PIPE X 3/8 JIC
2	20194	FITTING ELBOW 90 DEG X 3/8 JIC
2	F3HZ*6024100*AA	PAD DOOR ARM REST
1	F3HZ*6024144*AA	HANDLE, DOOR PULL R/H
3	25126	NUT GB MOTOR
1	ABPN83312125	O-RING KIT
2	35793	2-3/4" CLAMP MUFFLER
1	26098	SWITCH ON/OFF
1	PAI3634	SWITCH
1	A06-30769-000	SWITCH-PADDLE, MARKER
1	26099	SWITCH
1	22-51296-000	SWITCH PRESSURE
1	26100	GUTTER BROOM SWITCH
3	6353012	SOLENOID VALVE
3	RE517130	COOLANT TEMP SENSOR
8	Q04-XXP6736	GASKET
8	Q11-0000-331	STUD 10M-1.5-45M
12	Q04-XXP6735	GASKET
13	M51-9377K43	BUMPER STUD
2	H60-0001-0408	BOLT 1/4-20X 5/8
2	R523201	ISOLATOR BUSHING
5	Q04-XXS6791	PIVOT VENT VALVE
1	M51-CV050	CHECK VALVE 1/2
3	Q04-XXS6793	ARM LONG VENT
14	M51-92141A011	WASHER FLAT #10
1	M51-2807-64	HOSE ASSY 64" COMP W/FITTING
6	52616-00-X	ADAPTER 1"
2	W67-0001-150	ELBOW 1/4
10	M51-92390A100	PIN 3/16 X 1/2
10	M51-98401A419	PIN COTTER
1	9L-2169	AIR FILTER
2	K72-OR377	O-RING CHECK VALVE 6"
4	51413-00-T	FITTING POYTITE MALE 1/4"
2	M51-145474	VALVE BALL 1/2
1	31EE-02100-A	AIR BREATHER
4	Q29-XXS6709	SET LINK 2 VENT VALVE
2	Q04-XXS6792	ARM VENT LONG
2	Q04-XXS6786	POST PIVOT VAC
2	H60-JN-375-16	NUT JAM
2	Q29-XXS6781	ROD FLOAT
2	Q29-XXM6703	FLOAT VENT VALVE
1	35PA98	GREASE SENSOR
1	60170-00-TX	GAUGE TACH

1	60430-00-X	GAUGE SHUTDOWN
1	60431-00-X	GAUGE SHUTDOWN
1	60304-00-B	GAUGE VOLT
2	60212-00-KX	GAUGE FUEL
2	V-5	AIR VALVE
1	APV-8	AIR VALVE
1	50399-00-T	VALVE RELIEF
4	22311-00-U	FITTING COMP
6	Q20-7200-060	GAUGE VAC 2 1/2
1	60203-00-KY	GAUGE OIL PRESSURE
1	6500XL-AR	HYPRO ROLLER PUMP
2	RC200	RAIN CAP 2"
2	R81275	GASKET
1	1763041052314N	STARTER 2.5KW 12V CW 10 TOOTH
4	R123575	O-RING
2	413470	OIL SEAL
1	6T0650	HYD FILTER
1	112-9916	HYD CYLINDER
1	94-8141	HYD CYLINDER
1	L157558	EXHAUST PIPE
1	AL173829	CLAMP
1	82030995	WASHER RESEVOIR
5	11191074	WASHER
16	17090074	WASHER
3	11422321	BOLT
8	15004021	BOLT
1	5196472	SUPPORT BRACKET
1	E7AZ*6701*A	REAR MAIN SEAL
2	00755234	KIT CONTROL
1	02962596	CAP DETENT
4	02981419	BUSHING
1	02963661	GASKET SUCTION
2	31004	PRESSURE CAP
1	34309	1 1/2" BALL VALVE
1	06505048	BYPASS
3	06537004	WASHERS NEOP
4	EM963057	CAP SCREW
4	6T4258	BREATHER 1/2 O-RING
2	02963154	CLAMP 1.25
1	02988244	PIN SHORT
1	02988243	PIN LONG
1	02960916	BOLT
1	02980730	BOLT
2	00037200	NUTS
4	02988184	WASHERS NEOP
1	AL-02958734	SPOOL POSITIONER
1	AL-02750100	SPOOL POSITIONER

1	14M7516	LOCKNUT
1	03M7088	BOLT
2	AL-00545500	O-RING KIT
2	M138460	COMPRESSION SPRING
1	66-8210	ALTERNATOR (REBUILT)
5	3N340-91530	COMBO FLASHER LIGHT
3	T1370-99120	BULB 12V/5W
2	3C081-75810	HEADLIGHT
4	T1370-99110	BULB 12V/21W
2	RE223450	WIRING HARNESS
1	06505067	SIGHT GLASS
1	3N340-33610	LAMP ASSY HAZARD
2	6T0649	HY7D FILTER GAUGE
1	504063255	SENDING UNIT
5	83994992	GROMMET
2	04816-00180	O-RING
1	06012-51843	JOINT PIPE
1	3A151-82932	JOINT
1	3N347-83660	SPRING
1	05122-50814	PIN JOINT
1	04012-50081	PIN
1	05525-50800	WASHER
1	R139721	BUSHING
2	HH1C0-32430	OIL FILTER
2	84420264	PUMP WASHER
1	3N300-83170	STAY
1	RE73117	BALL JOINT ASSY
1	R138234	GASKET
1	19M6876	SCREW
2	02982847	STRAINER 3"
1	410-24070	STARTER
1	87327392	LIGHT WARNING
3	RE73059	LAMP LEFT LIGHT
1	87313174	LIGHT INDICATOR
1	02880800	PIN CYLINDER
1	6T3001	PIN
1	32380	1" PIN CYLINDER
2	33710	PIN
1	82037652	BOOT BREAK
1	12164224	NUT, WHEEL
1	83911588	O-RING
1	83944079	SEAL, PTO
2	06505046	SEAL KIT TIGER
8	34096	SEAL KIT
1	06510053	PLUG CONNECT BODY
1	34093	2-POS SOLENOID, BRAKE VALVE
1	34689	COIL 12 VDC

2	87527729	CAP FILLER
1	06510050	TRAVEL LOCK METRIPACK COIL
6	34097	SEAL KIT
6	34098	SEAL KIT
8	28583	CAPSCREW
1	600-159	SEAL SHAFT
2	100-7608	HANDLE
2	RE503242	TEMPERATURE SWITCH
3	1983394C2	RELAY STARTER
1	14M7332	FLANGE NUT
2	R271411	STUD
1	1J574-14532	GASKET, HEAD
2	1C020-14520	GASKET, HEAD
1	2830987	SENSOR, FUEL
1	82023542	EXPANSION VALVE
1	02959891	BUSHING
2	84233818	SWITCH PRESSURE
2	84419250	SWITCH PRESSURE
1	82023542	EXPANSION VALVE
2	02963505	PIN, LINKAGE (GREASABLE)
1	128483A1	O-RING KIT
1	391-2883-103	SEAL PARKER
1	9827058	O-RING
4	L111964	DOWEL PIN
1	T77857	O-RING
18	19M8348	CAP SCREW
2	19M9033	SCREW
1	RE70240	AIR CLEANER ASSY
1	5577PT	TOGGLE SWITCH 12V 20A 2PRONG
2	1" X 20" GR 8 HEX BOLT	BOLT
2	GR 8 FLAT WASHER 1" SAE	FLAT WASHER
5	GR 8 FLAT WASHER 1" USS	FLAT WASHER
5	HEX NUT 1"	NUT 1"
2	TG-28683	BEARING
3	6T1011H	BEARING KIT
1	6T1014	ADJUSTER SLEEVE
1	6T1019	SPINDLE KEY
1	6T3211	GREASE FITTING
2	34244	ELBOW FITTING
2	TG-28702	BELT
2	TG-28723	BUSHING
2	TG-TF1045B	STUB SHAFT
22	TG-24701	LOCKNUT
1	02962963	HYDRAULIC GAUGE
1	TF1018	BEARING 2-3/16 BORE
1	11M7028	COTTER PIN
8	19H3784	LUG BOLT SCREW

8	19M7489	BOLT, BLADE
1	19M7905	SCREW CAP
9	34H308	SPRING PINS
1	34M7126	SPACER
6	57M7166	HEADLIGHT BULB
1	AL150288	INNER AIR FILTER
4	AL152098	DIODE HOLD RELAY
5	792002	KNOB 5/16-18 X 3/4
1	AL169573	FILTER, HYD OIL
1	AL172780	AIR FILTER OUTER
1	AL173630	FULCRUM/BRACKET
1	AL210605	SCREEN FILTER
1	AL221066	TRANS FILTER
1	AL221106	LEFT HEAD LIGHT ASSY
1	AL225552	AIR FILTER
1	AL65432	SWITCH, HEADLIGHT
1	AL76568	KNOB, TEMP SWITCH
1	AM101589	TIRE
4	AM102723	OIL FILTER
2	AM108172	DUST/DIRT DRAIN VALVE
1	AM118802	PTO SWITCH
1	AM119297	DISCHARGE CHUTE
1	AM123716	RELAY
1	AM125172	WHEEL KIT
2	AM125751	CONNECTOR ELEC
1	AM128244	CHUTE GUARD
2	AM128925	SAFTEY SWITCH
1	AM876266	FUEL PUMP
1	AMT1086	WIRING HARNESS W/SWITCH
1	AT171854	AIR FILTER
1	DZ105100	CRANK CASE VENT FILTER
4	DZ109700	PACKING O-RINGS
1	DZ110639	CHEMICAL SENSOR
3	DZ115389	FUEL FILTER
7	ET15755	SEAL
1	L151883	ANGLE BRACKET
2	L168271	HANDLE
1	L214634	INNER CAB AIR FILTER
2	LVA16054	TRANS FILTER
2	M112414	V BELT
4	M115245	DECK WHEEL
1	M124203	ROD, CLUTCH
1	M133359	PIN
1	M140441	SWITCH, TEMP
3	M145727	CAP
1	M151277	V BELT
1	M154421	BUSHING

9	M168223	CUTTING BLADES
1	M805702	GASKET, THERMOSTAT
1	M87373	V BELT
2	R225264	WASHERS NEOP
2	R49835	BUSHING
1	R56026	SWITCH TURN SIGNAL
2	R56101	CLIP
9	RE195491	AIR FILTER
3	RE197065	HYD FILTER
2	RE198488	AIR FILTER
1	RE217551	LAMP TURN
3	RE253519	AIR FILTER
1	RE39581	LIGHT LAMP FLASHER
3	RE45864	HYD FILTER
1	RE544391	FUEL FILTER
1	RE546336	FILTER, ELEMENT FUEL
3	RE58638	LIGHT, HEAD LAMP ASSY
1	RE591035	FLASHER HEAVY DUTY
1	RE59754	OIL FILTER ENGINGE
1	RE61717	IGNITION SWITCH
1	RG60081	FUEL PUMP ASSY
1	SJ15809	RELAY
1	T24802	CLIP
1	TCA14509	IDLER PULLEY
1	TCA14594	IDLER
1	TCA17524	IDLER
1	TCA17540	IDLER PULLEY
2	TCU12440	V BELT
1	TCU16026	V BELT
2	TCU21054	V BELT
1	TCU27151	AXLE
1	TCU28739	AXLE
1	UC16571	PLATE
1	R109451	DUST COVER
2	02964697	CHAIN GUARD CORNER
4	00011100	FLATWASHER 3/8
4	00011400	3/8 BOLT HEX
4	00015800	LOCKNUT 3/8
6	B571044	BOLT KIT
1	BHTWK-10	BUSH HOG TAIL WHEEL BEARING KIT
15	6T1023R	NUT, BLADE
16	34497	BOLT
1	34878	BOSS CLAMP
3	735600	NUT
2	9216	WASHER 1"
26	00023200	PIN ROLL
3	02957089	LOCKWASHER

2	02962774	ELBOW HYD ADAPTER
6	02044200	O-RING
6	00020900	NUT SLOT
14	00752827	BOLT BLADE VM 72 ALAMO
3	02782900	BOLT
1	3N600-77223	WIRING HARNESS
1	02992753	TEMPERATURE PROBE
1	02984399	SOLENOID
1	02983513	SOLENOID
5	02964330	BOLT ALAMO BLADE BOLT
3	00023200	PIN
3	02965229	SPACER
17	18 X 1.5 X 90	GRADE 10.9 BOLT
15	8277	PLOW BOLT
22	4528	HEX NUT
1	TCA19309	TIRE AND RIM
1	602891	DISCHARGE CHUTE 60"
1	604609	DISCHARGE CHUTE 48"
1	AL203384	INSTRUMENT CLUSTER
3	06410254	SKID SHOE
3	6T0820H	SKID SHOE TM60
6	32936	SKID SHOE
1	02957332	SKID SHOE, LEFT
6	02885600	SKID SHOE
3FT	15-SPIRO 111 3"	3" GRAY SPIRO FLEX HOSE PER FOOT
6	02960650	BUSHING
3	35226	SWITCH MOWER
9	17044735	NUTS
10	R56462	O-RING
2	02909500	NUT
3	TF4507B	LINKAGE
5	TF4500A	ARM PIVOT
8	TB3010	BUSHING
6	06537021	ROLL PINS
1	02957535	PIN LINKAGE
4	22847	SPACER
4	TF4519	PIN
5	TB1033	PIN
2	06611-15010	GREASE FITTING
1	R123542	GASKET
1	SU49016	GASKET
1	R105053	GASKET
4	13517224	STUDS
1	R90737	GASKET
4	R123575	O-RINGS
5	16707134	SCREW
5	R45523	SHIM

1	86620242	PRE-CLEANER ASSY
1	00769938	BEARING
5	6T3924	FUSE HOLDER
6	02963646	BOLTS 3/4
1	82034266	CERNICRA
1	HM212046	BEARING
1	HM212011	BEARING
5	24H1498	WASHERS
2	PA5399	CAB AIR FILTER
6	PA5400	CAB AIR FILTER
2	02964028	PTO SWITCH
1	RE282287	INNER AIR FILTER
1	RE282286	OUTER AIR FILTER
1	R536698	FUEL FILTER
3	RE60021	FUEL FILTER
1	RE519626	OIL FILTER
1	RE568067	FUEL INJECTOR PUMP
2	L165847	HOSE
1	L154024	SCREEN RADIATOR
1	RE70536	BELT TENSIONER
1	RE72215	FUEL SENDER
2	TR22525	BELT
2	R135822	V-BELT, SERP
1	M119399	V-BELT
1	5VX540	BELT
1	1G541-97010	BELT, ALT
1	L111601	SERP V-BELT
1	9495	V-BELT
1	76903	WINDOW HANDLE
1	2458436-S	IGNITION MODULE
1	21171-2207	IGNITION COIL
4	1G796-53620	GASKET, NOZZLE
1	784-801D	WING NUT KIT
7	E-5991	FLANGE NUT
2	33740-54090	WASHER PLAIN
2	3G710-56350	SCREW
12	9.1058.0036.6	BOLTS
2	858-603	NUT
1	858-653	SCREW CAP SOCKET HEAD
7	T1065-74270	SCREW
2	AR172	RELAY
8	159903A1	FUSE 30A
1	06505047	SPRING
1	M153186	SPRING
1	15983708	OIL SENDING UNIT
1	1745460010	SOLENOID, STOP
7	8603209	RING SNAP

4	16874776	RING LOCK
1	RE173314	BALL BEARING
1	CH18554	BEARING
1	4894139	DRAIN PLUG
1	C9NN6730BWG	SUMP PLUG
23	2A361612	BOLT PLOW
16	15B600	WASHER 3/8
7	00059700	BOLT 3/8
1	46068	VALVE
9	A-4	WHEEL BEARING SET
6	SET2	BEARING WHEEL OUTER
6	SET6	WHEEL BEARING SET
3	SET5	BEARING WHEEL INNER
2	SET12	WHEEL BEARING SET
2	SET11	WHEEL BEARING SET
3	15245	RACE BEARING
3	15123	BEARING
2	15101	BEARING
1	15245	RACE BEARING
12	A-13	WHEEL BEARING INNER
8	A-14	WHEEL BEARING
8	A-17	WHEEL BEARING
1	DL517004	WHEEL HUB BEARING
3	LM102910	WHEEL BEARING
2	LM102949	WHEEL BEARING
1	SET34	WHEEL BEARING
1	A-34	WHEEL BEARING
1	SET47	OUTER BEARINGS
1	PBR17	BEARING SET
1	L68111	BEARING RACE
1	39250	BEARING
2	14276	WHEEL BEARING RACE
5	BR13	WHEEL BEARING
1	F3TZ*3517*A	BEARING
1	F4DZ*3517*A	BEARING
6	25580	BEARING
8	25520	BEARING RACE
8	14125A	BEARING
9	14276	BEARING RACE
1	BK2-100	BEARING SET
1	13977	DUST CAP 2-3/32
1	1980SS	BEARING BUDDY
4	502T	BEARING/SEAL KIT
2	RG04-060	GREASE CAP
6	3500	DUST CAP
4	10-36	SEAL WHEEL
6	442251	GREASE SEAL

2	21336	GREASE SEAL
1	370014A	AXLE SEAL
2	370025A	OIL SEAL
10	419454	LUG RETAINER
1	644-0008	BEARING
1	690-0444	SEAL VAC BRK TOP
2	690-0847	RUBBER SEAL TOP SMALL
1	690-0848	RUBBER SEAL TOP LARGE
1	3505300C1	RELAY
1	690-1770	BEARING
1	631-1052	TOGGLE SWITCH
1	3968427	TUBE FUEL DRAIN
3	661-0732	SEAL
2	3963988	WASHER SEALING
4	3963990	WASHER SEALING
1	3957290	VALVE CHECK
1	008994	BREAKER 15A 240V
3	B9200-0300	TBOLT CLAMP
1	B9200-0275	TBOLT CLAMP
1	624-0158	HYDRAULIC FILTER
1	663-0009	2.5KC NIPPLE
2	624-0272	FILTER 5 MICRON
2	623-0488	COILS 12VDC
1	621-1897	HOSE CLAMP KIT 3/4"
1	621-1898	HOSE CLAMP KIT 1"
1	06-35209-000	SWITCH A/C
7	605-0238	FITTING 90 DEG
2	621-1512	O-RING, SPLIT FLANGE
1	621-0159	O-RING
1	644-0040	COUPLER, BLOWER,RUBBER
1	3020-0002	1" 3WAY BALL VALVE
1	U45046	WHEEL
1	800-1082	SEAL HOUSING WELDMENT
1	800-1083	VAC BREAK DOOR
1	800-0033	FLOAT ARM WELDMENT
1	220277A1	TUBE
2	624-0231	O-RING FOR 624-0158 FILTER
2	1827515C1	DRAIN PLUG
1	690-0034	ROLLER URETHANE 3"
1	U45054	FOOTAGE COUNTER RIGHT HAND
1	U45047	COUNTER, HOSE REEL LEFT
3	631-0098	TOGGLE SWITCH ON/OFF
2	631-0099	SPEED SWITCH
1	631-0052	TOGGLE SWITCH
1	U20188A	1/2" QUICK F COUPLER
1	U20189D	1/2" MALE PLUG
2	810-20977	FOLLOWER

2	605-0006	KEYWAY-SPROCKET
9	1831483C1	O-RING
2	A305000216-2	O-RINGS
1	A304000601-4	CHARGE VALVE ASSY L/H
2	A304000301-4	VALVE CHARGE ASSY
3	631-0100	TOGGLE SWITCH BOOT
2	622-0484	PUMP HYDRAULIC
2	680-0025	CLAMP HD 2.5
1	810-2095	SPRING INSERT
1	690-1284	GASKET 10" W/HOLES
1	690-0380	GASKET 6"
2	624-0255	GAUGE 3000 PSI
1	728-106	4/0 LUG 1/2" MAX LUG
1	711-0063	T-HANDLE ASSY
2	662-0202	RELIEF VALVE 2000-3000 PSI
1	662-0053.	RELIEF VALVE
1	800-3220	WATER FILTER
1	3536182C1	CIRCUIT BREAKER 30A
3	690-1005	HINGE CONCEALED
1	622-0216	HW CONTROL
6	B017577	SEAL KIT FOR 009088 VALVE
2	09221	OIL SEAL KIT GP 7145
1	A4-2A80	NOZZLE BULLET 30 DEG.
1	690-0095	LATCH TWIST AND TURN
1	623-0537	VALVE CARTRIDGE 4-WAY
1	623-0538	COIL SOLENOID
2	810-12001	SPACER
1	AL76702	RELAY
2	S621-011004	O-RING
1	680-0016	CLAMP 8"
2	2TA50	QUICK RELEASE CLAMP 8"
1	690-0440	VACCUM DOOR SEAL
16	662-0206	HANDLE FOR 662-0003 VALVES
1	662-0006	3/4 BALL VALVE 3000
1	4984575	SENSOR PRESSURE
1	623-0024	HANDLE
2	690-0244	LATCH ASSY
1	622-0150	O-RING
1	09603	PACKING KIT GP7145
1	01179630	FILLER CAP OIL
1	5260670	VALVE KIT L1618
1	P504326	PACKING KIT
1	800-10651	90 DEGREE NOZZLE
1	4307376	VALVE PRESSURE RELIEF
1	H6054	SEALED BEAM LIGHT
1	RY241	RELAY 5 PRONG
2	SW12932	CHROME TOGGLE SWITCH ON/OFF

1	PT235	BRAKE SWITCH CONNECTOR
1	7220	MIRROR
1	5405392	REAR MAIN SEAL
1	5004049	GOV & CHECK VALVE KIT
2	G60130-1612	ADAPTER FITTING 1" TO 3/4"
3	640-0003	BELT
2	640-0004	BELT
1	S1817	AIR PLUG
1	326-1006	FUEL PUMP TRANSFER
1	623-0100	VALVE 2 WAY
1	RS3517	RADIAL SEAL OUTER AIR ELE
9	5VX1250	BELT
2	5VX500	BELT
1	K080774	BELT V-SERP
1	01-23415-091	BELT V-SERP
2	624-0029	HYDRAULIC FILTER
1	624-0261	OIL FILTER
1	624-0009	HYDRAULIC FILTER
1	650-1345	FUEL FILTER
2	650-1539	FUEL FILTER
3	ABP/N122-R50423	FUEL FILTER
1	1R-1807	OIL FILTER
2	KV2K15-36S	5/8 ELBOW 45 DEG
2	KV2K19-37S	ELBOW-45 3/4 NYL
2	23-14396-015	ELBOW 90, PTC 5/8
1	KV2L11-36S	ELBOW 90 3/8
1	23-14396-006	ELBOW 90
3	VS279NTA6	AIR BRAKE ELBOW
2	621-0392	O-RING
2	622-0080	O-RING
2	622-0149	O-RING
2	621-0392	O-RING
1	622-0148	O-RING
2	621-1512	O-RING, SPLIT FLANGE
1	3U2Z*14S411*CJAA	WIRING PIGTAIL KIT
1	R3109	RELAY
2	631-0578	RELAY 5 PRONG
1	633-1629	LIGHT BAR CONTROLLER
2	E-9064	BRAKE KIT
1	F4DZ*19986*A	SWITCH ASSY
2	06CP-8	PARKER FITTING
3	06CP-9	PARKER FITTING
3	06CP-2	PARKER CAP
5	06CP-20	PARKER FITTING
8	06CP-24	PARKER CAP
8	06CP-32	PARKER CAP 304C-32
1	123445	COUPLING

2	15473	COTTER PIN
1	59946	A/C SERVICE VALVE
1	F3AZ*19E762*A	A/C SERVICE PORT
3	59945	A/C VALVE LOW SIDE
4	407278	SEALING WASHER GREEN
1	409574	VALVE
1	1676787C1	SWITCH
2	MR-76	A/C RELAY 5 PIN
9	38639	A/C ORFICE TUBE
4	59345	SHRADER VALVE
1	36659	LOW PRESSURE SWITCH
2	36664	A/C LOW PRESS CYCLING SWITCH
2	59946	A/C SERVICE VALVE
4	407277	SEALING WASHER RED
1	303-3879	
6	94019	DRILL AND TAP 10 X 3/4
1	961-325	SPEED NUT
36	66800	O-RING 1/8 X 1/4
33	66801	O-RING 5/32 X 9/32
16	66802	O-RING 3/16 X 5/16
72	66803	O-RING 7/32 X 11/32
170	66822	O-RING 3/8 X 9/16
69	66805	O-RING 5/16 X 7/16
21	66806	O-RING 3/8 X 1/2
97	66804	O-RING 1/8 X 3/8
47	66823	O-RING 7/16 X 5/8
58	66824	O-RING 1/2 X 11/16
10	66825	O-RING 9/16 X 3/4
20	66826	O-RING 5/8 X 13/16
128	66827	O-RING 11/16 X 7/8
20	66828	O-RING 3/4 X 15/16
22	66847	O-RING 3/4 X 1
8	66848	O-RING 13/16 X 1 1/16
10	66849	O-RING 7/8 X 1 1/8
8	66851	O-RING 1 X 1 1/4
8	66855	O-RING 1 1/4 X 1 1/2
4	66857	O-RING 1 3/8 X 1 5/8
12	66859	O-RING 1 1/2 X 1 3/4
4	66886	O-RING 1 1/2 X 1 7/8
10	66887	O-RING 1 5/8 X 2
4	66888	O-RING 1 3/4 X 2 1/8
5	5876A96	O-RING CYLINDER
2	2852978	O-RINGS
4	22609	O-RING
18	47098	HAIR PIN 14GA X 1-9/16
19	47090	HAIR PIN 13GA X 1-5/8
34	47096	HAIR PIN 13GA X 2-1/2

33	47092	HAIR PIN 13GA X 2-5/16
16	47097	HAIR PIN 11GA X 1-15/16
22	47095	HAIR PIN 11GA X 2-9/16
11	47094	HAIR PIN 9GA X 3-5/16
9	47091	HAIR PIN 7GA X 3-1/4
4	47093	HAIR PIN 7GA X 3-3/4
2	47099	HAIR PIN 3GA X 4
94	64095	SPRING PIN 5/32 X 1/2
64	64129	SPRING PIN 3/16 X 3/4
20	64243	SPRING PIN 1/4 X 3/4
7	64256	SPRING PIN 1/4 X 2 1/4
109	64099	SPRING PIN 5/32 X 3/4
30	64133	SPRING PIN 3/16 X 1
27	64247	SPRING PIN 1/4 X 1
22	64103	SPRING PIN 5/32 X 1
16	64137	SPRING PIN 3/16 X 1 1/2
10	64249	SPRING PIN 1/4 X 1 1/4
14	64105	SPRING PIN 5/32 X 1
19	64139	SPRING PIN 3/16 X 1 3/4
17	64251	SPRING PIN 1/4 X 1 1/2
19	64107	SPRING PIN 5/32 X 1 1/2
23	64141	SPRING PIN 3/16 X 2
9	64253	SPRING PIN 1/4 X 1 3/4
1	64310	SPRING PIN 1/2 X 2
11	64125	SPRING PIN 3/16 X 1/2
17	64241	SPRING PIN 1/4 X 5/8
14	64255	SPRING PIN 1/4 X 2
23	54741	GREASE FITTING 6MM X 1.0 STRAIGHT
22	54742	GREASE FITTING 6MM X 1.0 90*
37	54743	GREASE FITTING 6MM X 1.0 45*
47	54744	GREASE FITTING 8MM X 1.0 STRAIGHT
12	54749	GREASE FITTING 10MM X 1.0 STRAIGHT
22	54745	GREASE FITTING 8MM X 1.0 90*
7	54748	GREASE FITTING 10MM X 1.0 90*
14	54746	GREASE FITTING 8MM X 1.0 45*
14	54747	GREASE FITTING 10MM X 1.0 45*
35	47052	E-RING 1/16
22	47057	E-RING 9/64
10	47062	E-RING 7/32
8	47067	E-RING 7/16
35	47053	E-RING 1/16
25	47058	E-RING 5/32
17	47063	E-RING 1/4
35	47054	E-RING 3/32
16	47059	E-RING 11/64
18	47064	E-RING 5/16
88	47069	E-RING 5/8

31	47055	E-RING 1/8
19	47060	E-RING 3/16
12	47065	E-RING 3/8
3	47070	E-RING .744
35	47056	E-RING 9/64
14	74061	E-RING 3/16
17	47066	E-RING 7/16
20	47071	E-RING 3/4
19	8122342	BOLT RETAINER
1	18522	CIRCUIT BREAKER 40-12V
1	20555	FUSE AUTO FUSE LINK 60A
2	18521	CIRCUIT BREAKER 30-12V
4	2851	12-10 SUR SEAL
1	PAL180	FUSE
3	20552	FUSE AUTO FUSE LINK 30A
4	18518	CIRCUIT BREAKER 10-12V
14	2850	12-10 SUR SEAL
9	18519	CIRCUIT BREAKER 15-12V
4	20553	FUSE AUTO FUSE LINK 40A
10	2043	18-14 SUR SEAL
2	FLM-60	CARTRIDGE FUSE 60A
2	FLM-120	CARTRIDGE FUSE 120A
5	18520	CIRCUIT BREAKER 20-12V
2	20554	FUSE AUTO FUSE LINK 50A
14	0703308	FUSE 2 AMP MINI AUTO
41	0703314	FUSE 15 AMP MINI AUTO
67	0703300	FUSE 5 AMP
56	0703306	FUSE 30 AMP
32	0703309	FUSE 3 AMP MINI AUTO
39	0703315	FUSE 20 AMP MINI AUTO
98	0703301	FUSE 7.5 AMP ATO BROWN BLADE
3	0703318	FUSE 20 AMP MAXI
43	0703310	FUSE 4 AMP MINI AUTO
52	0703316	FUSE 25 AMP MINI AUTO
41	0703302	FUSE 10 AMP
2	0703319	FUSE 30 AMP MAX
2	0703320	FUSE 40 AMP
48	0703303	FUSE 15 AMP
47	0703317	FUSE 30 AMP MINI AUTO
28	0703311	FUSE 5 AMP MINI AUTO
42	0703312	FUSE 7.5 AMP MINI AUTO
38	0703298	FUSE 3 AMP ATO BLADE
49	0703304	FUSE 20 AMP
3	0703321	FUSE 50 AMP
49	0703313	FUSE 10 AMP MINI AUTO
68	0703299	FUSE 4 AMP ATO BLADE
69	0703305	FUSE 25 AMP ATO BLADE

3	0703302	FUSE 10 AMP
2	4259	SCREW M5 X 40 SMALL DIAMETER METRIC
53	80273	LOCK WASHER M4 SMALL DIAMETER METRIC
46	4300	NUT M4 SMALL DIAMETER METRIC
11	4276	SCREW M7 X 12 SMALL DIAMETER METRIC
30	80274	LOCK WASHER M5 SMALL DIAMETER METRIC
4	4277	SCREW M7 X 20 SMALL DIAMETER METRIC
68	80276	LOCK WASHER M7 SMALL DIAMETER METRIC
25	4303	NUT M7 SMALL DIAMETER METRIC
12	4278	SCREW M7 X 30 SMALL DIAMETER METRIC
51	80259	WASHER M4 SMALL DIAMETER METRIC
5	4279	SCREW M7 X 40 SMALL DIAMETER METRIC
6	80201	SCREW M5 X 35 SMALL DIAMETER METRIC
3	80203	SCREW 3F SMALL DIAMETER METRIC
3	80238	SCREW M12 X 1.25 X 35 MED DIA METRIC
33	80264	WASHER 10MM MED DIA METRIC
2	80239	SCREW M12 X 1.25 X 50 MED DIA METRIC
50	80265	WASHER 12MM MED DIA METRIC
2	80225	SCREW M10 X 1 X 20 MED DIA METRIC
2	80219	SCREW M8 X 1 X 20 MED DIA METRIC
8	80252	NUT M10 X 1 MED DIA METRIC
7	80241	SCREW M12 X 1.5 X 30 MED DIA METRIC
1	80227	SCREW M10 X 1 X 30 MED DIA METRIC
3	80243	SCREW M12 X 1.5 X 40 MED DIA METRIC
5	80228	SCREW M10 X 1 X 30 MED DIA METRIC
19	80254	NUT M12 X 1.25 MED DIA METRIC
1	80244	SCREW M12 X 1.5 X 50 MED DIA METRIC
4	80237	SCREW M12 X 1.25 X 25 MED DIA METRIC
4	80230	SCREW M10 X 1.25 X 20 MED DIA METRIC
38	80263	WASHER 8MM MED DIA METRIC
101	26116	SCREW 6-32 X 1 PHILLIPS HEAD
2	32113	BATTERY TERMINAL 1-2 NEG
2	436340-005P	BATTERY TERMINAL, 4/0 POS CLAMP
1	32121	BATTERY TERMINAL 4/0 NEG
1	32114	BATTERY TERMINAL 1-2 POS
6	32118	BATTERY TERMINAL 2/0 POS CLAMP
6	32122	BATTERY TREMINAL 4/0 POS
3	32165	BATTERY TERMINAL 3/8 STUD NUT
1	01411	BATTERY TERMINAL
2	32115	BATTERY TERMINAL 1/0 NEG
2	32119	BATTERY TERMINAL 3/0 NEG
1	32120	BATTERY TERMINAL 3/0 POS
1	32110	BATTERY TERMINAL 4 GA UNIV
32	60144	WOODRUFF KEY 3/32 X 1/2
33	60145	WOODRUFF KEY 3/32 X 5/8
26	60146	WOODRUFF KEY 1/8 X 1/2
25	60147	WOODRUFF KEY 1/8 X 5/8

19	60148	WOODRUFF KEY 1/8 X 3/4
19	60149	WOODRUFF KEY 5/32 X 5/8
14	60150	WOODRUFF KEY 5/32 X 3/4
18	60151	WOODRUFF KEY 5/32 X 7/8
13	60152	WOODRUFF KEY 3/16 X 5/8
19	60153	WOODRUFF KEY 3/16 X 3/4
14	60154	WOODRUFF KEY 3/16 X 7/8
12	60155	WOODRUFF KEY 3/16 X 1
17	60156	WOODRUFF KEY 3/16 X 1 1/8
9	60157	WOODRUFF KEY 3/16 X 1 1/4
18	60158	WOODRUFF KEY 1/4 X 3/4
10	60159	WOODRUFF KEY 1/4 X 7/8
3	60160	WOODRUFF KEY 1/4 X 1
3	60161	WOODRUFF KEY 1/4 X 1 1/8
4	60162	WOODRUFF KEY 1/4 X 1 1/4
4	60163	WOODRUFF KEY 5/16 X 1
7	60164	WOODRUFF KEY 5/16 X 1 1/8
8	60165	WOODRUFF KEY 5/16 X 1 1/4
10	60166	WOODRUFF KEY 3/8 X 1
8	60167	WOODRUFF KEY 3/8 X 1 1/4
1	60168	WOODRUFF KEY 1/2 X 2
146	8432	WIRE TIES 3/32 X 5 1/2
232	8431	WIRE TIES 3-3/4"
207	8434	WIRE TIES 9/64 X 5 1/2
90	8435	WIRE TIES 5/32 X 8 1/2
160	8438	WIRE TIES 3/16 X 8
20	8439	WIRE TIES 3/16 X 11 1/8
100	65034	COTTER PIN 3/32 X 3/4
33	65076	COTTER PIN 1/8 X 1
36	65105	COTTER PIN 5/32 X 1-1/2
60	65012	COTTER PIN 1/16 X 1/2
73	65036	COTTER PIN 3/32 X 1
34	65077	COTTER PIN 1/8 X 1-1/4
27	65107	COTTER PIN 5/32 X 2
32	65014	COTTER PIN 1/16 X 3/4
86	65037	COTTER PIN 3/32 X 1-1/4
35	65078	COTTER PIN 1/8 X 1 1/2
20	65019	COTTER PIN 1/16 X 2
47	65016	COTTER PIN 1/16 X 1
36	65079	COTTER PIN 1/8 X 1 3/4
25	65125	COTTER PIN 3/16 X 1 1/2
62	65018	COTTER PIN 1/16 X 1 1/2
97	65040	COTTER PIN 3/32 X 2
32	65080	COTTER PIN 1/8 X 2
35	65127	COTTER PIN 1/16 X 1 1/2
87	65019	COTTER PIN 1/16 X 2
361	65056	COTTER PIN 7/64 X 1

25	65147	COTTER PIN 1/4 X 2
17	65129	COTTER PIN 1/16 X 2
2	53165	TUBE FITTING 5/8
3	53135	TUBE FITTING 5/8
5	53149	TUBE FITTING 3/16
1	53118	TUBE FITTING 3/16
31	53015	TUBE FITTING 3/16 NUT
80	53001	TUBE FITTING 3/16 SLEEVE
5	53151	TUBE FITTING 1/4
2	53120	TUBE FITTING 1/4
12	53016	TUBE FITTING 1/4 NUT
46	53002	TUBE FITTING 1/4 SLEEVE
1	15628170	ELBOW
6	53123	TUBE FITTING 5/16
66	53017	TUBE FITTING 5/16 NUT
6	53157	TUBE FITTING 3/8
1	53126	TUBE FITTING 3/8
4	53018	TUBE FITTING 3/8 NUT
55	53004	TUBE FITTING 3/8 SLEEVE
1	53045	TUBE FITTING 5/16 UNION
9	53042	TUBE FITTING 1/4 UNION
7	53019	TUBE FITTING 1/2 NUT
53	53040	TUBE FITTING 1/8 UNION
5	689.06.58	DOT UNION 5/8
5	689.06.12	DOT UNION 1/2
3	689.06.38	DOT UNION 3/8
3	689.06.14	DOT UNION 1/4
2	28103	3/8 X 1/8 MIP X FIP BS BUSHING
2	690402	1/4 X 1/8 ELBOW
5	689.09.12	DOT UNION ELBOW 1/2
6	689.09.38	DOT UNION ELBOW 3/8
5	689.09.14	DOT UNION ELBOW 1/4
6	689.02.1212	MALE ELBOW 1/2 X 1/2
1	689.02.3838	DOT MALE ELBOW 3/8 X 3/8
6	689.02.1414	DOT MALE ELBOW 1/4 X 1/4
12	47000	SNAP RING 1/4
13	47005	SNAP RING 9/16
20	47027	SNAP RING 1/4
23	47032	SNAP RING 9/16
17	47001	SNAP RING 5/16
13	47006	SNAP RING 5/8
11	47028	SNAP RING 5/16
17	47034	SNAP RING 11/16
32	47003	SNAP RING 7/16
11	47008	SNAP RING 3/4
21	47030	SNAP RING 7/16
9	47035	SNAP RING 3/4

19	47004	SNAP RING 1/2
29	47009	SNAP RING 13/16
30	47031	SNAP RING 1/2
4	47036	SNAP RING 25/32
1	00754627	SNAP RING
1	86625149	SNAP RING CASE
1	2507	SNAP RING 1 1/2
1	E-1106	ANCHOR PIN
1	784349	CONNECTOR YELLOW FEMALE
1	754450	DOOR LOCK ROD CLIPS
1	456280	SPEED NUT, U-TYPE 12PK
1	85447	DISCONNECT
2	DOT 1/8 X 3/8	DOT 1/8 X 3/8
6	CCDF38	CABLE CLAMP 3/8
1	75455	DOOR ROD CLIPS
4	4008D	8 AWG 5/16
2	800-801	CLIP, TRANS LINE
1	CC316	3/16 CABLE CLAMP
1	456320	SPEED NUT, 5PK
1	213410	LONG NIPPLE
1	75455	DOOR ROD CLIPS
1	02365	GROMMET ASST
1	FN306	FITTING BULKHEAD
1	200400	ELBOW
2	DOT 3/16 X 3/8	DOT 3/16 X 3/8
2	DOT 5/32 X 3/8	DOT 5/32 X 3/8
3	CC516	CABLE CLAMP 5/16
1	203400	COUPLING
10	54701	GREASE FITTING 1/4-28 SHORT
14	54708	GREASE FITTING 1/4-28 90*
9	54689	GREASE FITTING 1/8 PIPE SHORT
36	54717	GREASE FITTING 3/16 DRIVE IN
6	54702	GREASE FITTING 1/4-28 MEDIUM
63	54705	GREASE FITTING 1/4-28 PLUG
8	54690	GREASE FITTING 1/8 PIPE LONG
19	54720	GREASE FITTING 3/16 DRIVE IN
41	54703	GREASE FITTING 1/4-28 LONG
18	54709	GREASE FITTING 1/4-28 SELF TAPPING
12	54691	GREASE FITTING 1/8 PIPE 38*
40	54718	GREASE FITTING 1/4 DRIVE IN
7	54704	GREASE FITTING 1/4-28 LONG
9	54710	GREASE FITTING 1/4-28 45* SELF TAP
10	54692	GREASE FITTING 1/8 PIPE 67*
96	54719	GREASE FITTING 5/16 DRIVE IN
19	54706	GREASE FITTING 1/4-28 45*
7	54693	GREASE FITTING 1/8 PIPE 90*
8	54694	GREASE FITTING 1/8 PIPE 45*

44	58465	GREASE FITTING 1/4-28 STRAIGHT XLONG
10	1841	GREASE FITTING 1/2 PIPE
2	6090	SHRINK TUBE 1/8 X 12 BROWN
3	6091	SHRINK TUBE 3/16 X 12
4	6092	SHRINK TUBE 1/4 X 12 WHITE
5	6094	SHRINK TUBE 1/2 X 12
2	6095	SHRINK TUBE 3/4 X 12
117	2841	22-18 BUTT CONN
100	2842	16-14 BUTT CONN
31	2843	12-10 BUTT CONN
19	2042	22-18 BUTT CONN
17	2847	22-18 SUR SEAL
30	2048	16-14 X 14 DGN
16	2120	22-14 CLOSED END CRIMP CONN
66	6293	ATM 5 MINI BLADE TYPE FUSE
21	2846	22-18 SUR SEAL
8	2844	16-14 SUR SEAL
15	2765	16-14 SNAP PLUG
44	2761	22-18 X .176 SNAP PLUG
13	2845	16-14 SUR SEAL
27	2029	16-14 SNAP PLUG
54	2028	22-18 X .176 SNAP PLUG
18	58598	#6 RING H/S 20-18
12	58600	#10 RING H/S 20-18
14	58607	#10 RING H/S 20-10
7	58604	#10 RING H/S 16-14
6	58608	RING 1/4 12-10
12	58606	#8 RING H/S 12-10
7	58609	3/8 RING H/S 12-10
51	58593	QUICK CONNECT 12-10F
4	705209	WIRE TERMINAL
14	58592	QUICK CONNECT 12-10M
1	85408	RING TERMINAL
198	2002	RING CONNECTOR 22-18X6
14	2004	RING CONNECTOR 22-18X10
27	2009	RING CONNECTOR 16-14X6
1	2011	RING CONNECTOR 16-14X10
28	2012	16-14 X 1/4 RING CONNECTOR
33	2014	RING CONNECTOR 16-14X3/8
23	2015	RING CONNECTOR 12-10X6
6	2017	RING CONNECTOR 12-10X10
20	2018	RING CONNECTOR 12-10X1/4
17	2020	12-10X3/8 RING CONNECTOR
14	2021	RING CONNECTOR 12-10X1/2
33	2104	RING CONNECTOR 22-18X10
61	2117	SPADE CONNECTOR 12-10X10
86	2054	QUICK SLIDE CONN 22-18X1/4 MALE

24	2025	16-14 NYLON MALE
48	2748	CONNECTOR
30	2024	QUICK SLIDE CONN 22-18X1/4 FEMALE
25	2035	CONNECTOR 16-14X1/4
3	2760	BUTT CONNECTOR
20	2770	BUTT CONNECTOR 12-10
97	9800	DRILL RIVET 3/32 DIA #41
78	9808	DRILL RIVET 1/8 DIA #30
54	9839	DRILL RIVET 1/8 DIA #30
97	9801	DRILL RIVET 1/8 DIA #41
84	9809	DRILL RIVET 1/8 DIA #30
63	9828	DRILL RIVET 1/8 DIA #30
5	9844	DRILL RIVET 3/16 DIA #11
105	9806	DRILL RIVET 1/8 DIA #30
22	9818	DRILL RIVET 5/32 DIA #20
1	9829	DRILL RIVET 1/8 DIA #30
69	9838	DRILL RIVET 1/8 DIA #30
72	9807	DRILL RIVET 1/8 DIA #30
4	9820	DRILL RIVET 1/8 DIA #20
25	9830	DRILL RIVET 3/16 DIA #11
63	9846	DRILL RIVET 3/16 DIA #11
31	15960325	RETAINER CLIPS
1	5/8 X 5-1/2	BOLT GR8 W/NUT
8	1/2 X 5-1/2	BOLT
1	3/4 X 6	BOLT W/NUT
25	4I-7538	TRACK BOLT
21	5/16 X 2	FLOOR BOARD SCREW
15	3/4 X 8	BOLT
20	5/8 X 3	PLOW BOLTS
6	5/16 X 3	FLAT TORX TREAD FORM
36	1/4 X 2-3/4	WING TEK BOLT
23	1/4 X 3-3/4	WING TEK BOLT
3	3/4 X 3	PLOW BOLTS
5	5/8 X 2	PLOW BOLTS
8	5/5 X 2-1/2	PLOW BOLTS
20	3/4 X 2-1/2	PLOW BOLTS
106	HXG214NLC	NUT
68	HXG2516NLC	NUT
30	HXG212NLC	NUT
20	HXG258NLC	NUT
11	HXG234NLC	NUT
30	7/8 LOCKNUT	LOCKNUT 7/8
84	8926	1/4-20 GR8 NUT
81	8927	5/16-18 GR8 NUT
97	8928	3/8-15 GR8 NUT
53	8929	7/16-14 GR8 NUT
40	8930	1/2-13 GR8 NUT

9	22036	7/8 NUT
21	8932	5/8-11 GR8 NUT
10	8933	3/4-10 GR8 NUT
89	5400	1/4 GR8 WASHER
56	5401	5/16 GR8 WASHER
56	5402	3/8 GR8 WASHER
58	5403	7/16 GR8 WASHER
39	5404	1/2 GR8 WASHER
14	8008	7/8 FLAT WASHER
17	5406	5/8 GR8 WASHER
18	5407	3/4 GR8 WASHER
150	6300	1/4 GR8 LOCKWASHER
48	6305	5/16 GR8 LOCKWASHER
72	6310	3/8 GR8 LOCKWASHER
91	6315	7/16 GR8 LOCKWASHER
67	6320	1/2 GR8 LOCKWASHER
49	6330	5/8 GR8 LOCKWASHER
36	6335	3/4 GR8 LOCKWASHER
96	40700	1/4-20X1/2 BOLT
54	40726	5/16-18X1/2 BOLT
41	40754	3/8-16X3/4 BOLT
29	40784	7/16-14X1 BOLT
36	40807	1/2-13X1 BOLT
8	40852	BOLT 5/8-11X1
13	40881	3/4-10X1 BOLT
63	40702	1/4-20X3/4 BOLT
48	40728	5/16-18X3/4 BOLT
35	40756	3/8-16X1 BOLT
25	40786	7/16-14X1-1/2 BOLT
28	40810	1/2-13X1-1/2 BOLT
2	2346	5/16 QUICK LINKS
14	40854	5/8-11X1-1/2 BOLT
7	40883	3/4-10X2 BOLT
56	40704	1/4-20X1 BOLT
27	40730	5/16-18X1 BOLT
32	40758	3/8-16X1-1/4 BOLT
20	40788	7/16-14X2 BOLT
15	40812	1/2-13X2 BOLT
11	404.1	1" FLATWASHER
12	40856	5/8-11X2 BOLT
10	40885	3/4-10X2-1/2 BOLT
39	40707	1/4-20X1-1/2 BOLT
29	40733	5/16-18X1-1/2 BOLT
23	40759	3/8-16X1-1/2 BOLT
15	40790	7/16-14X2-1/2 BOLT
12	40814	1/2-13X2-1/2 BOLT
6	40870	BOLT 5/8-11X6

13	40858	5/8-11X2-1/2 BOLT
9	40887	3/4-10X3
36	40709	1/4-20X2 BOLT
11	40735	5/16-18X2 BOLT
6	40761	3/8-16X2 BOLT
19	40792	7/16-14X3 BOLT
12	40816	1/2-13X3 BOLT
9	40860	5/8-11X3 BOLT
13	40889	3/4-10X3-1/2 BOLT
14	40711	1/4-20X2-1/2
14	40737	5/16-18X2-1/2 BOLT
17	40763	3/8-16X2-1/2 BOLT
10	40796	7/16-14X4 BOLT
7	40862	5/8-11X3-1/2
7	40891	3/4-10X4 BOLT
14	40713	1/4-20X2-1/2 BOLT
18	40739	5/16-18X3 BOLT
7	40765	3/8-16X3 BOLT
7	40796	7/16-14X4 BOLT
9	40820	1/2-13X4 BOLT
4	40922	7/8X9X7 BOLT
5	40864	5/8-11X4 BOLT
7	40894	3/4-10X5 BOLT
58	36152	NUT 1/4-28
58	1136102	NUT 1/4-20
45	36104	5/16-18 NUT
78	36154	NUT 5/16-24 HEX
30	1136106	NUT 3/8-16
193	36156	NUT HEX 3/8-24
38	1136108	NUT 7/16-14
174	36158	NUT 7/16-20
19	52308	NUT 1/2-13, BLADE
34	36160	NUT 1/2-20
26	1136112	NUT 9/12-12
83	36162	NUT 9/16-18
30	1133004	WASHER 1/4 USS
49	1133618	LOCK WASHER 1/4
50	1133078	WASHER 1/4 SAE
51	1133006	WASHER 5/16 USS
70	1133620	LOCK WASHER 5/16
71	1133080	WASHER 5/16 SAE
16	1133008	WASHER 3/8 USS
33	1133622	LOCK WASHER 3/8
28	1133082	WASHER 3/8 SAE
38	66437	WASHER 7/16 USS
42	1133624	LOCK WASHER 7/16
35	1133084	WASHER 7/16 SAE

23	1133012	WASHER 1/2 USS
35	1133626	LOCK WASHER 1/2, BLADE
58	31248	WASHER 1/2 SAE
25	1133014	WASHER 9/16 USS
115	1133628	LOCK WASHER 9/16
18	1133088	WASHER 9/16 SAE
58	110120302	BOLT 1/4-20X3/4
259	17003	BOLT 1/4-28X3/4
76	17004	BOLT 1/4-28X7/8
44	110120323	BOLT 5/16-18X3/4
265	17053	BOLT 5/16-24X3/4
76	110120344	BOLT 3/8-16X1
139	17105	BOLT 3/8-24X1
85	50595	BOLT 1/2-13X3/4
32	50618	BOLT 9/16-12X1-1/2
21	13255	BOLT 9/16-12X1
133	17155	BOLT 7/16-20X1
58	110120361	BOLT 7/16-14X1
138	50594	BOLT 1/2-13X1
29	50622	BOLT 9/16-12X2-1/2
14	50620	BOLT 9/16-12X2
206	17005	BOLT 1/4-28X1
95	110120304	BOLT 1/4-20X1
274	17055	BOLT 5/16-24X1
39	0120325	BOLT 5/16-18X1
63	40562	BOLT 3/8-24X1-1/4
22	110120345	BOLT 3/8-16X1-1/4
33	40582	BOLT 7/16-20X1-1/4
51	50582	BOLT 7/16-14X1-1/4
47	110120379	BOLT 1/2-13X1-1/4
26	13265	BOLT 9/16-12X3
239	17009	BOLT 1/4-28X1-1/2
22	110120306	BOLT 1/4-20X1-1/2
79	40540	BOLT 5/16-24X1-1/4
42	110120326	BOLT 5/16-18X1-1/4
5	40564	BOLT 3/8-24X1-1/2
42	40584	BOLT 7/16-20X1-1/2
35	50584	BOLT 7/16-14X1-1/2
56	50598	BOLT 1/2-13X1-1/2
12	50613	BOLT 9/16-12X3-1/2
122	17011	BOLT 1/4-28X2
23	110120308	BOLT 1/4-20X2
176	17059	BOLT 5/16-24X1-1/2
19	50542	BOLT 5/16-18X1-1/2
1	50568	BOLT 3/8-16X2
27	40568	BOLT 3/8-24X2
24	40588	BOLT 7/16-20X2

47	50588	BOLT 7/16-14X2
37	17210	BOLT 1/2-20X1-3/4
9	110120381	BOLT 1/2-13X1-3/4
8	40847	BOLT 9/16-12X6
92	40526	BOLT 1/4-28X2-1/2
65	50546	BOLT 5/16-18X2
74	17061	BOLT 5/16-24X2
23	40572	BOLT 3/8-24X2-1/2
24	50590	BOLT 7/16-14X2-1/2
23	40590	BOLT 7/16-20X2-1/2
9	110120382	BOLT 1/2-13X2
29	17211	BOLT 1/2-20X2
28	52312	NUT 5/8-11
41	42212	NUT 5/8-18
29	50528	BOLT 1/4-20X3
39	40528	BOLT 1/4-28X3
6	110120331	BOLT 5/15-18X2-1/2
21	40550	BOLT 5/16-24X2-1/2
26	50574	BOLT 3/8-16X3
45	40574	BOLT 3/8-24X3
54	50592	BOLT 7/16-14X3
49	40592	BOLT 7/16-20X3
21	50604	BOLT 1/2-13X2-1/2
4	66443	WASHER 5/8 USS
28	71222	LOCK WASHER 5/8
7	110120333	BOLT 5/16-18X3
35	40552	BOLT 5/16-24X3
2	50593	BOLT 7/16-14X4
3	50591	BOLT 7/16-14X3-1/2
8	50606	BOLT 1/2-13X3
22	40606	BOLT 1/2-20X3
6	50628	BOLT 5/8-11X1-3/4
7	40870	BOLT 5/8-11X6
7	110120335	BOLT 5/16-18X3-1/2
23	40608	BOLT 1/2-20X3-1/2
12	1136116	NUT 3/4-10
6	40609	BOLT 1/2-20X4
22	50610	BOLT 1/2-13X4
21	71224	LOCK WASHER 3/4
34	1133018	WASHER 3/4



**PURCHASING
DEPARTMENT**

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: May 25, 2022

RE: Jones Park Tensile Structure

Due to the extent of damage caused by Hurricane Zeta, FEMA determined the above referenced as a "large" project with a cost estimate of \$315,056.00. On May 23, 2022, the purchasing department received and opened bids, but unfortunately, the bids were significantly higher than the estimate. After review of the bid documents and proposals by FEMA, they suggested rebidding this project.

It is my recommendation to reject both bids received and re-advertise this project. Attached is the legal advertisement for your review.

Thank you for your consideration.

**REPAIRS TO JONES PARK TENSILE STRUCTURES
GULFPORT, MISSISSIPPI
ADVERTISEMENT FOR BIDS**

The City of Gulfport is seeking sealed bids for the repair of Jones Park Tensile Structures. Sealed bids will be received in the Office of Procurement located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until 10:00 a.m., local time on July 11, 2022 either by mail or hand delivery, after which time they will be opened and read aloud.

Scope of Work: The City of Gulfport is seeking a contractor to repair the pavilion tensile structures at Jones Park that were damaged during Hurricane Zeta. The tensile structures to be repaired are known as the Amphitheatre Pavilion and Leo Seal Pavilion. The interested bidder shall have sufficient experience, personnel, and equipment required to repair the structures to pre-storm conditions and shall be able to provide a maintenance agreement and warranty agreeable to the city.

Plans and specifications may be obtained from the Procurement Office, 1410 24th Avenue, Hardy Bldg., Gulfport MS 39501 or by email (preferred method) jversiga@gulport-ms.gov 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. Electronic bids and/or reverse auction bids can be submitted at 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 must be submitted in writing to Jessica Versiga at jversiga@gulport-ms.gov and must be received by the end of business **5:00 p.m. CST, Friday, July 1, 2022**. Questions submitted after this date will not be considered. Bidders shall provide an email address or fax number to direct the consolidated “question and answer” document. Answers will be provided in writing and transmitted via email or fax to all prospective bidders who are known to have requested and received a copy of the bid package. Only answers transmitted in this manner will be considered official and valid. No negotiations, decisions, or actions shall be initiated by any bidder as a result of any verbal discussion.

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 qualified and responsible 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.

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 nonresident contractor’s state, then the non-resident contractor may provide a statement to that effect.

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

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.

NOTICE TO BIDDERS

City of Gulfport will accept bids for Hidrostral Pumps as described in specification.

Specifications may be obtained from the City of Gulfport Procurement Office, 1410 24th Avenue, Gulfport, MS 39501, or by email (preferred method) jversiga@gulfport-ms.gov.

Electronic copies of the bid specifications are available from Central Bidding at www.centrauctionhouse.com. All bids must comply with the specifications provided.

Questions – all questions reading this bid should be in writing and directed to Jessica Versiga by email: jversiga@gulfport-ms.gov.

The City of Gulfport will receive **un-priced** solicitations by sealed envelope until 10 am on June 27, 2022 in Procurement Office at 1410 24th Avenue, Gulfport, MS 39501 or by electronic submission at www.centrauctionhouse.com. Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids (via email) through a Reverse Auction. Reverse Auction bids are to be submitted at www.centrauctionhouse.com. For any questions contact Central Bidding at 1-225-810-4814.

Bidding will be held by Reverse Auction on June 30, 2022 from 10am to 10:30am. The City reserves the right to utilize “anti-sniping” for reverse auctions. Anti-sniping is a tool that automatically extends the bid time for reverse auction by fifteen (5) minutes if a vendor places a bid in the final five (5) minutes of the reverse auction. The anti-sniping effect will auto extend the reverse auction bid time any time a bid is placed in the last five (5) minutes of the reverse auction and can auto extend the reverse auction multiple times until the bidding on the reverse auction ends.

The City of Gulfport reserves the right to reject any and all bids submitted and to waive formalities. The City is NOT responsible for bids which are mailed to the wrong address or which arrive in the after the designated bid opening time. UN-Priced bids may be delivered in person to the Procurement office prior to the bid opening time and date at the address listed above.

Direct contact with any City employee, GRC commissioners, including Administration and City Council the subject of this proposal is strictly forbidden. Violation of this para graph will result in disqualification of your submission.

Publication Dates: 06/08/2022 & 06/15/2022

NOTICE TO BIDDERS

City of Gulfport will accept bids for mast arm poles as described in specification.

Specifications may be obtained from the City of Gulfport Procurement Office, 1410 24th Avenue, Gulfport, MS 39501, or by email (preferred method) jversiga@gulfport-ms.gov.

Electronic copies of the bid specifications are available from Central Bidding at www.centrauctionhouse.com. All bids must comply with the specifications provided.

Questions – all questions reading this bid should be in writing and directed to Jessica Versiga by email: jversiga@gulfport-ms.gov.

The City of Gulfport will receive **un-priced** solicitations by sealed envelope until 10 am on June 27, 2022 in Procurement Office at 1410 24th Avenue, Gulfport, MS 39501 or by electronic submission at www.centrauctionhouse.com. Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids (via email) through a Reverse Auction. Reverse Auction bids are to be submitted at www.centrauctionhouse.com. For any questions contact Central Bidding at 1-225-810-4814.

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Direct contact with any City employee, GRC commissioners, including Administration and City Council the subject of this proposal is strictly forbidden. Violation of this para graph will result in disqualification of your submission.

Publication Dates: 06/08/2022 & 06/15/2022

PROPOSED SOLE SOURCE
ADVERTISEMENT

The City of Gulfport, MS is announcing the proposed sole source purchase of rescue equipment from Hurst Jaws of Life. Justification of said purchase may be found at https://www.gulfport-ms.gov/gen_finance/purchasing/

Publish Dates:
06/08/2022 & 06/15/2022



**PURCHASING
DEPARTMENT**

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: May 24, 2022

RE: Emergency Purchase

The attached letter from Todd Harman is the justification for the emergency purchase of police vehicles. Purchase order # 228487 for \$721,340.00 was issued in support of this emergency purchase.

As per MS Code § 31-7-13 (k), documentation of this emergency is to be placed on the minutes of the board.

Thank you for your consideration.



DEPARTMENT OF
FINANCE AND
ACCOUNTING

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

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

EMERGENCY PURCHASE AUTHORIZATION

Governing Authority

Mississippi state statute [Miss. Code Ann. § 31-7-13(k)] provides an exception to the bidding requirements for purchases in the case of a declared emergency. Specifically,

(k) *Governing authority emergency purchase procedure.* If the governing authority, or the governing authority acting through its designee, shall determine that an emergency exists in regard to the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority, then the provisions herein for competitive bidding shall not apply and any officer or agent of such governing authority having general or special authority therefor in making such purchase or repair shall approve the bill presented therefor, and he shall certify in writing thereon from whom such purchase was made, or with whom such a repair contract was made. At the board meeting next following the emergency purchase or repair contract, documentation of the purchase or repair contract, including a description of the commodity purchased, the price thereof and the nature of the emergency shall be presented to the board and shall be placed on the minutes of the board of such governing authority.

On August 17, 2021, by resolution, the City Council designated the **Mayor**, the **Director of Finance and Accounting**, and the **Purchasing Agent** as each having the authority to determine the existence of an emergency for the purposes of Miss. Code Ann. § 31-7-13(k).

Declared Emergency

On May 17, 2022, by resolution, the City Council extended the Status of a State of Emergency Due to the Spread of COVID-19 and the Potential Associated Impacts Which Threaten to Affect Areas Within the City. By this extension, the City is under a declared state of emergency at this point in time.

Emergency Purchase

The Police Department is attempting to purchase patrol vehicles and the associated outfitting equipment for these vehicles.

Due to the current supply-chain environment stressed by the world-wide COVID-19 pandemic, new vehicles and the associated outfitting equipment is in short supply and being purchased as soon as (if not before) they become available.

Purchasing these vehicles and the associated outfitting equipment through competitive bidding requirements dictated through state statutes would be detrimental to the interest of public safety of the City.

Authorization

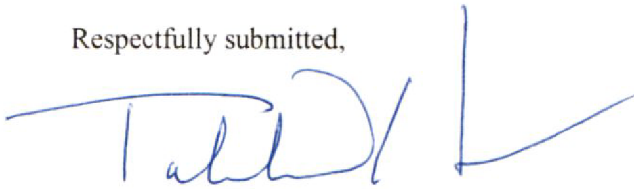
As an individual designated with the authority to determine the existence of an emergency for the purposes of Miss. Code Ann. § 31-7-13(k), I hereby authorize the purchase of patrol vehicles and the associated outfitting equipment to be an emergency purchase and exempt for competitive bidding requirements as allowed under Miss. Code Ann. § 31-7-13(k).

Effective Date and Expiration

The effective date of this authorization will be May 20, 2022.

This authorization will remain in effect until the expiration of the declared state of emergency documented above or until revoked by either the Mayor, the Director of Finance and Accounting, or the Purchasing Agent.

Respectfully submitted,



Todd D. Harman, CPA
Director of Finance and Accounting
City of Gulfport, MS

PINE BELT

AUTO GROUP



2022 Ford Police Interceptor Utility

\$33,975.00

Flex Fuel 304hp 3.3L V6
Climate Control, Power Windows & Locks, Tilt & Cruise
Full Size Spare Tire and Wheel
AM/FM
SYNC
Power Driver Seat
Power Adjustable Pedals
Radio Noise Suppression Bonds
Left Hand Spotlight
Remote Keyless Entry

Incl.
Incl.
Incl.
Incl.
Incl.

\$33,975.00 X 20 = \$679,500.00

19 from 213-630200

1 from 276-630200

4

Ritchie Bearden
662-360-8590
rbearden@pinebeltmotors.com

PINE BELT

AUTO GROUP



2022 FORD EXPEDITION SSV 4WD

\$41,840.00

**Power Windows, Locks
Air Conditioning
Tilt/Cruise
Automatic Transmission
Trailer Towing Package
Vinyl Flooring
Hands Free Capability
Front License Plate Bracket
Heavy Duty Trailer
Tow
Black Running Boards**

276-630200

RP

Ritchie Bearden
662-360-8590
rbearden@pinebeltmotors.com

Samuel Jewell

From: Ritchie Bearden <Richie.Bearden@pinebeltmotors.com>
Sent: Monday, May 23, 2022 1:00 PM
To: Samuel Jewell
Subject: Re: [EXTERNAL SENDER]RE: [EXTERNAL SENDER]Ford Expedition 4x4 SSV and Ford Interceptors
Attachments: Gulfport 2022 Utility Quote.doc

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

Courtesy Motors
6393 Hwy 98 West
Hattiesburg 39042

ADDRESS / BUSINESS NAME
FOR P.O.

Here is the corrected quote.

Ritchie Bearden
662-360-8590
ritchie.bearden@pinebeltmotors.com

PINE BELT
AUTO GROUP



From: Samuel Jewell <sjewell@gulfport-ms.gov>
Sent: Monday, May 23, 2022 12:43 PM
To: Ritchie Bearden <Richie.Bearden@pinebeltmotors.com>
Subject: [EXTERNAL SENDER]RE: [EXTERNAL SENDER]Ford Expedition 4x4 SSV and Ford Interceptors

Caution: This email originated from an outside e-mail address.

We are going to get 20 total of the Ford Interceptors, not 24. 15 white and 5 black, unless you get 20 white ones.

Also, for the purpose of the purchase order, what would be the company name and company address?

Lieutenant Samuel Jewell
OIC Administrative Services
Gulfport Police Department
2220 15th Street
Gulfport, MS 39501

Phone: (228) 868-5823 ext. 6173
Fax: (228) 868-5905
sjewell@gulfport-ms.gov



**PURCHASING
DEPARTMENT**

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: May 19, 2022

RE: 6" INSERTA-VALVES-RESTOCK - Public Works

The Purchasing Department reviewed the quotes received on the above referenced item and determined Hydra-Stop LLC to be the lowest and best bid for a total amount of \$16,272.00.

Purchase Order #228435 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

6" INSERTA-VALVES-RESTOCK**PO # 228435**

QTY		HYDRA-STOP LLC		FERGUSON WATERWORKS		H2O	
6" 6.75-7.05, IV 250 BODY, CS FLG, 304HW, NON-AIS PART #25690250-CS-N	4	\$ 2,466.00	\$ 9,864.00	\$ 2,675.00	\$ 10,700.00	NO BID	#VALUE!
6" OPEN LEFT CARTRIDGE, IV250 PART# 25CARTLH06-250	4	\$ 1,602.00	\$ 6,408.00	\$ 1,700.00	\$ 6,800.00	NO BID	#VALUE!
			\$ -		\$ -		\$ -
Total			\$ 16,272.00	\$ 17,500.00		#VALUE!	



**PURCHASING
DEPARTMENT**

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: May 23, 2022

RE: Generators - Fire

The Purchasing Department reviewed the quotes received on the above referenced item and determined Seal Electric to be the lowest and best bid for a total amount of \$127,981.35.

Purchase Order #228460 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Generations-Fire**PO # 228460**

QTY		Seal Electric		Doleac Electric		Northrop Electric	
Generation for station 1	1	\$ 77,956.98	\$ 77,956.98	\$ 82,855.00	\$ 82,855.00	\$ 91,606.00	\$ 91,606.00
Generation for station 2	1	\$ 18,728.79	\$ 18,728.79	\$ 19,667.00	\$ 19,667.00	\$ 24,959.00	\$ 24,959.00
Generation for station 5	1	\$ 15,647.79	\$ 15,647.79	\$ 16,731.00	\$ 16,731.00	\$ 21,884.00	\$ 21,884.00
Generation for station 8	1	\$ 15,647.79	\$ 15,647.79	\$ 16,989.00	\$ 16,989.00	\$ 21,317.00	\$ 21,317.00
			\$ -		\$ -		\$ -
Total			\$ 127,981.35	\$ 136,242.00		\$ 159,766.00	

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 16th day of February, 2021, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL ACCEPTING
DONATION OF REAL PROPERTY FROM THE LAND TRUST FOR THE
MISSISSIPPI COASTAL PLAIN, AND FOR RELATED PURPOSES**

WHEREAS, the Land Trust for the Mississippi Coastal Plain (hereinafter, “the Land Trust”) is owner of certain real property located near or adjacent to the City’s Clower Thornton Nature Trail; and

WHEREAS, the said real property is more fully described as Lots 7 to 13, inclusive, and Lots 16-39, inclusive, in Block, 8 of the HEWES ADDITION to the City of Gulfport, Mississippi, as per map or plat on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 3, Page 10 (hereinafter, “the property”) (see Exhibit “A”); and

WHEREAS, the Land Trust has offered to donate the property, which is known as “The Mack Herrington Wetlands” and which is made up of approximately 2.85 acres, to the City of Gulfport subject to the various deed restrictions and covenants contained in the Deeds of Donation by which the Land Trust took ownership of the property (Instrument No. 2014 4114 D-J1 and Instrument No. 2016 8441 D-J1 in the land records of the First Judicial District of Harrison County, Mississippi) (see collective Exhibit “B” hereto); and

WHEREAS, the City of Gulfport desires to accept the donation of the property from the Land Trust and acknowledges the various deed restrictions and covenants contained within the aforementioned Deeds of Donation and acknowledges that the intent of this donation is for the City to continue using the lands as parkland hereafter; and

WHEREAS, the Land Trust has requested, and the City has agreed, that the Land Trust will be perpetually acknowledged for their role in providing the "Mack Herrington Wetlands" for future generations to enjoy here at Clower Thornton Nature Trail, via a sign erected at or near the Nature Trail.

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 be, and it is hereby, authorized to accept the donation of the property, as described herein, from the Land Trust for the Mississippi Coastal Plain, subject to the deed restrictions and covenants found in the Deeds of Donation identified in the preamble hereto.

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.

Section 4. That the City does hereby express its appreciation to the Land Trust for the Mississippi Coastal Plain for the donation of the real property, as described herein, to the City.

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

YEAS:
Casey
Roland
Holmes-Hines
Walker
Sharp
Flowers
Pucheu

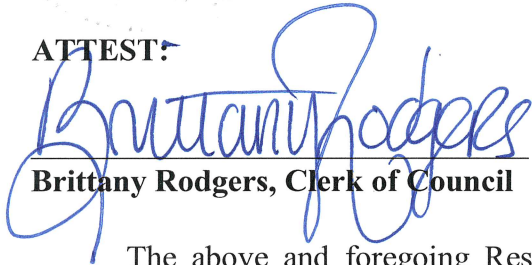
NAYS:
None

ABSENT:
None

WHEREUPON the President declared the motion carried and the Resolution adopted,
this the 16th day of February, 2021.

(SEAL)

ATTEST:

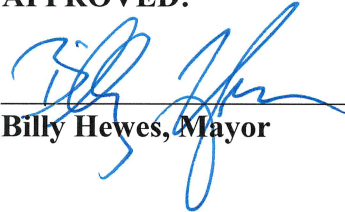

Brittany Rodgers, Clerk of Council

ADOPTED:


F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the 17th day of February, 2021.

APPROVED:


Billy Hewes, Mayor

**MACK H. HERRINGTON JR.
LOTS 7-13, 16-39, BLOCK 8**

**HEWES ADDITION
GULFPORT, MS. 39501**

**PARCEL #0911C-01-0165.000
PARCEL #0911C-01-0190.000
PARCEL #0911C-01-0192.000**

Survey of Lots 7-13, 16-39, inclusive, Block 8, Hewes Addition to the City of Gulfport, Mississippi, as per Plat Book 3, Page 10 in the Office of the Chancery Clerk of the First Judicial District of Harrison County

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Minimum Standards for the State of Mississippi".

Bearings based on solar observation.

This property is situated in Zone "AE" (18.0) per FEMA Flood Insurance Rate Map, Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0268-G, Revised: 6/16/09.

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

Gary A. Durbin, P.L.S. 2401
July 24, 2009

BURTON AVENUE (60' R.O.W.) UNOPENED

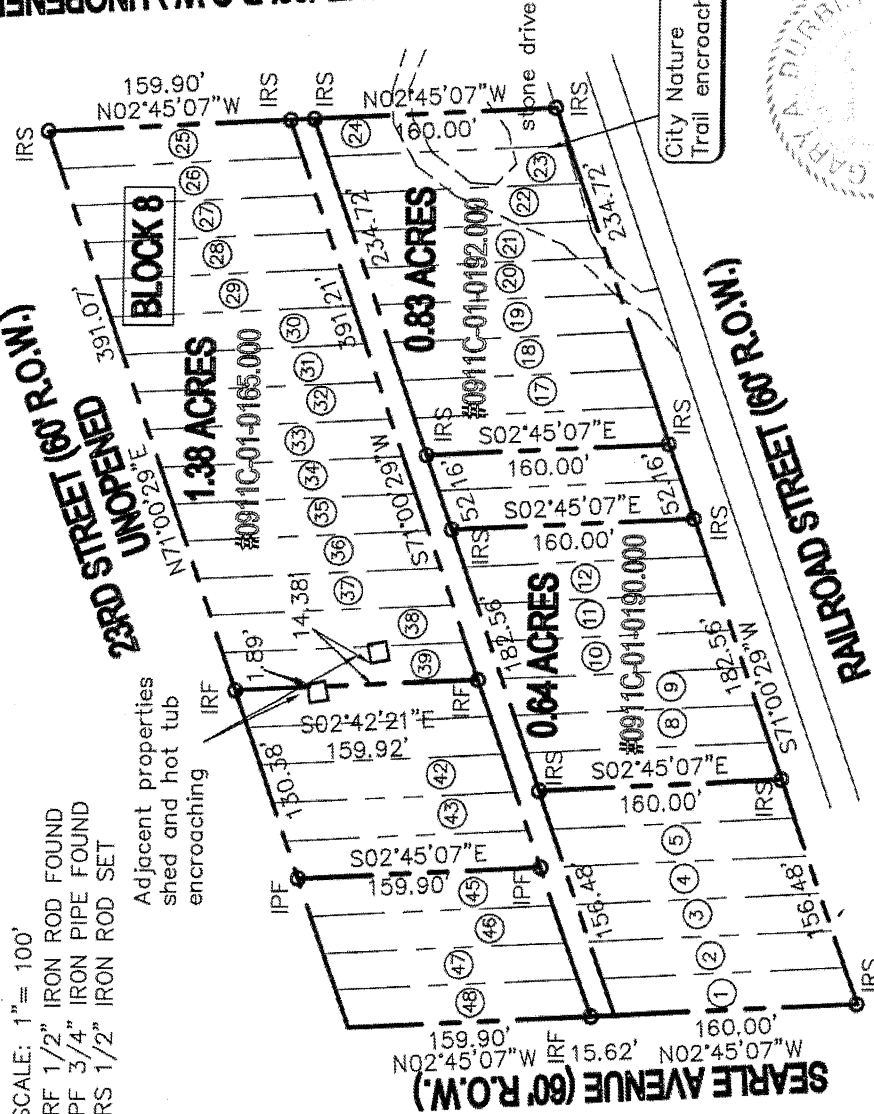
23RD STREET (60' R.O.W.) UNOPENED

RAILROAD STREET (60' R.O.W.)

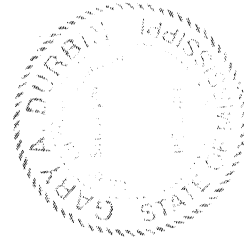
SCALE: 1" = 100'

IRF 1 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1 1/2" IRON ROD SET

Adjacent properties
shed and hot tub
encroaching



City Nature
Trail encroaching





1st Judicial District
Instrument 2014 4114 D -J1
Filed/Recorded 6/18/2014 02:37 P
Total Fees \$ 34.00
3 Pages Recorded

SCANNED



PREPARED BY AND RETURN TO:
Pringle & Roemer, PLLC
Post Office Box 211
Biloxi, MS 39533
(228)374-1747

INDEXING INSTRUCTIONS:
Lots 7-13 and Lots 16-32, Block 8,
Hewes Subdivision, Harrison County,
Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

DEED OF DONATION

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, together with other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

NORMA L. HERRINGTON, ("Grantor")
513 Front Beach Drive
Ocean Springs, MS 39564
(228)875-4059

do hereby sell, convey, warrant and deliver unto the

LAND TRUST FOR THE MISSISSIPPI COASTAL PLAIN,
a Mississippi nonprofit corporation, ("Grantee")
Post Office Box 245
Biloxi, Mississippi 39533
(228)435-9191

the following described real property, together with the improvements thereon and all rights thereunto appertaining, lying and being situated in Harrison County, First Judicial District, Mississippi:

Lots 7 to 13, inclusive and Lots 16-32, in Block 8 of the HEWES ADDITION to the City of Gulfport, Mississippi as per map or plat on file and of record in the Office of

7/2/14

the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 3, Page 10.

The property herein conveyed shall in perpetuity be referred to in all documents, maps, postings, and signage that is published or posted as "The Mack Herrington Wetlands" and shall be used for the conservation and preservation of its natural features in recognition of the public benefits in protecting it a coastal area and associated ecosystems in the interest of present and future generations. The property shall be used and maintained forever as a natural area for the preservation, protection, restoration and sustenance of its natural characteristics and features, and of its ecological integrity and associated habitats. The Grantee acknowledges that the property is being acquired for permanent preservation and public purposes only. The Grantee shall not directly or indirectly convey the property to any person or entity for the use in a commercial enterprise or other non-public use, and the Grantee shall make no use of the property that is inconsistent with the restrictions and uses contemplated by this covenant. The property shall be managed and maintained to the fullest extent possible in its natural state, except for the public purpose of outdoor recreation consistent with preservation of the property in its natural state, including but not necessarily limited to the undertaking of scientific and education research, education and nature study, aesthetic enjoyment, ecological management, and maintenance of fences, and foot trails as may be appropriate to effectuate the foregoing purposes without impairing the essential natural character of the property.

These conditions shall run with the land in perpetuity. The Grantors or any citizen of the State of Mississippi may enforce these covenants and conditions using all remedies available at law or equity, including injunctive relief.

The above described property is not now nor has it ever been the homestead of the Grantor.

The above described property and this conveyance thereof is subject to any easements, rights of-way, mineral reservations, restrictions and/or restrictive covenants of record relative thereto.

Ad valorem taxes for the year 2014 are assumed by the Grantee herein.

WITNESS the signature of the Grantor on this 31 day of May, 2014.


NORMA I. HERRINGTON

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, **NORMA I. HERRINGTON**, who acknowledged before me that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office on this 31 day of May, 2014.

Marsha Jones
NOTARY PUBLIC

My commission expires: 2/27/2017



7/2/14

SCANNED



1
1st Judicial District
Instrument 2016 8441 D -J1
Filed/Recorded 11/ 8/2016 10:31 A
Total Fees \$ 18.00
3 Pages Recorded



PREPARED BY AND RETURN TO:
Pringle & Roemer, PLLC
Post Office Box 211
Biloxi, MS 39533
(228)374-1747

INDEXING INSTRUCTIONS:
Lots 33-39, Block 8,
Hewes Subdivision, Harrison County,
Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

DEED OF DONATION

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, together with other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

NORMA I. HERRINGTON, ("Grantor")
513 Front Beach Drive
Ocean Springs, MS 39564
(228)875-4059

does hereby sell, convey, warrant and deliver unto the

LAND TRUST FOR THE MISSISSIPPI COASTAL PLAIN,
a Mississippi nonprofit corporation, ("Grantee")

Post Office Box 245
Biloxi, Mississippi 39533
(228)435-9191

the following described real property, together with the improvements thereon and all rights thereunto appertaining, lying and being situated in Harrison County, First Judicial District, Mississippi:

Lots 33-39, in Block 8 of the HEWES ADDITION to the City of Gulfport,
Mississippi as per map or plat on file and of record in the Office of the Chancery
Clerk for the First Judicial District of Harrison County, Mississippi, in Plat Book 3, Page 10.

2

The property herein conveyed shall in perpetuity be referred to in any documentation, maps, postings, or signage that is published or posted as "The Mack Herrington Wetlands".

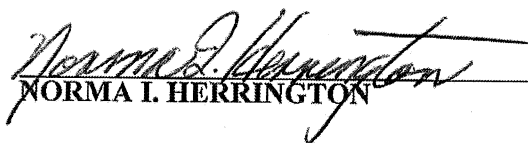
The property herein conveyed shall be used for the conservation and preservation of its natural features in recognition of the public benefits in protecting it as a coastal area and associated ecosystems in the interest of present and future generations. The property shall be used and maintained forever as a natural area for the preservation, protection, restoration and sustenance of its natural characteristics and features, and of its ecological integrity and associated habitats. The Grantee acknowledges that the property is being acquired for permanent preservation and public purposes only. The Grantee shall not directly or indirectly convey the property to any person or entity for the use in a commercial enterprise or other non-public use, and the Grantee shall make no use of the property that is inconsistent with the restrictions and uses contemplated by this covenant. The property shall be managed and maintained to the fullest extent possible in its natural state, except for the public purpose of outdoor recreation consistent with preservation of the property in its natural state, including but not necessarily limited to the undertaking of scientific and education research, education and nature study, aesthetic enjoyment, ecological management, and maintenance of fences, and foot trails as may be appropriate to effectuate the foregoing purposes without impairing the essential natural character of the property. These conditions shall run with the land in perpetuity. The Grantors or any citizen of the State of Mississippi may enforce these covenants and conditions using all remedies available at law or equity, including injunctive relief.

The above described property is not now nor has it ever been the homestead of the Grantor.

The above described property and this conveyance thereof is subject to any easements, rights-of-way, mineral reservations, restrictions and/or restrictive covenants of record relative thereto.

Ad valorem taxes for the year 2016 are assumed by the Grantee herein.

WITNESS the signature of the Grantor on this 20th day of October, 2016.


NORMA I. HERRINGTON

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, **NORMA I. HERRINGTON**, who acknowledged before me that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office on this 20 day of October, 2016.


NOTARY PUBLIC

My commission expires: 7 Dec. 2018



This Instrument prepared by
and to be returned to:
Margaret Murdock
Gulfport Assistant City Attorney
P. O. Box 1780
Gulfport, MS 39502-1780
Tel. (228) 868-5811

INDEXING INSTRUCTIONS: Lots 7-13 and
Lots 16-39, Block 8, Hewes Subdivision,
Harrison County, Mississippi

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100—(\$10.00)— cash in
hand paid, and other good and valuable considerations, the receipt and sufficiency of which is
hereby acknowledged, **Grantor,**

LAND TRUST FOR THE MISSISSIPPI COASTAL PLAIN,
a Mississippi not for profit corporation
Post office Box 245
Biloxi, Mississippi 39533
Telephone #(228) 435-9191

does hereby convey, donate, specially warrant and deliver unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI,
a Mississippi Municipal Corporation
P. O. Box 1780
Gulfport, MS 39502-1780
Telephone #(228) 868-5811

the following described land and property, situated and being in the City of Gulfport, First
Judicial District of Harrison County, Mississippi, to-wit:

Lots 7 to 13, inclusive, and Lots 16-39, inclusive, in Block, 8 of the
HEWES ADDITION to the City of Gulfport, Mississippi, as per map or plat on
file and of record in the Office of the Chancery Clerk of the First Judicial District
of Harrison County, Mississippi in Plat Book 3, Page 10.

This conveyance is LESS AND EXCEPT any and all recorded oil, gas, and other mineral rights, reservations, or exceptions of prior owners. And is SUBJECT TO any and all recorded restrictions or covenants affecting said property, and any and all presently existing or recorded easements or rights-of-ways affecting said property. Specifically, but not limited to, this conveyance is SUBJECT TO the restrictions and/or covenants contained in that certain "Deed of Donation" found at Instrument No. 2014 4114 D-J1 and that certain "Deed of Donation" found at Instrument No. 2016 8441 D-J1 in the land records of the First Judicial District of Harrison County, Mississippi.

WITNESS MY signature as duly authorized to act for and in behalf of Grantor on this the 20 day of MAY, ²⁰²²~~2021~~.

Grantor:

**LAND TRUST FOR THE
MISSISSIPPI COASTAL PLAN**

By Jackie Parker
PRESIDENT (Title)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

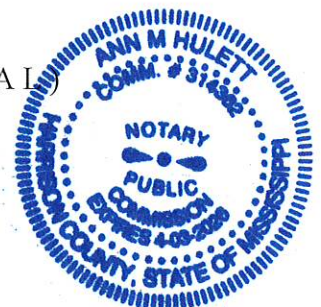
PERSONALLY CAME and appeared before me the undersigned authority in and for the jurisdiction aforesaid on this the 20th day of May, 2021, ²⁰²²~~2021~~
Jackie Parker who acknowledged to me that he/she is the
Board President (title) acting for the Land Trust for the Mississippi Coastal Plain, and that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date in behalf of said non-profit corporation, having been first duly authorized so to act.

My Commission Expires:

April 3, 2026

Ann M. Hulett
NOTARY PUBLIC

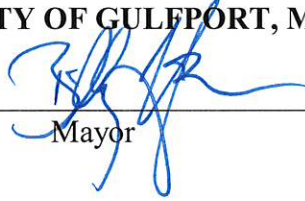
(SEAL)

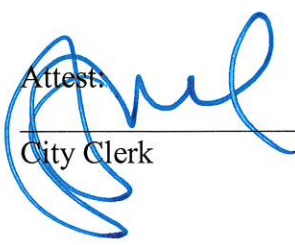


WITNESS MY signature as duly authorized in behalf of the City of Gulfport, Mississippi,
IN ACCEPTANCE OF THE ABOVE INSTRUMENT AND CONDITIONS THEREOF on this
the 25th day of May, 2022.

Accepted by Grantee:

CITY OF GULFPORT, MISSISSIPPI

By _____
Mayor

Attest: _____
City Clerk

(S E A L)

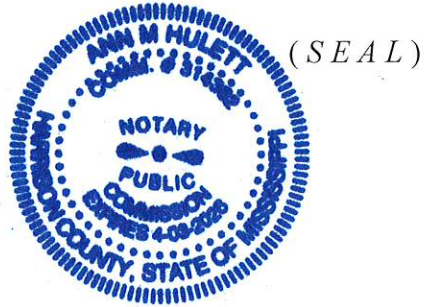
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me the undersigned authority in and for the jurisdiction aforesaid on this the 20th day of May, 2021, 2022
Jackie Parker who acknowledged to me that he/she is the
Board President (title) acting for the Land Trust for the Mississippi Coastal Plain, and that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date in behalf of said non-profit corporation, having been first duly authorized so to act.

My Commission Expires:

April 3, 2026

Ann M. Hulett
NOTARY PUBLIC



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,
_____ and _____, who acknowledged to me that they are the duly serving Mayor and Clerk of the City of Gulfport, Mississippi, and that they signed and executed acceptance by the City of the above and foregoing instrument after being first authorized so to act.

My Commission Expires:

NOTARY PUBLIC

(SEAL)



DEPARTMENT OF
LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

To: Mayor Billy Hewes
Leonard Papania, CAO
City Council

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

From: Gus Wesson, Director

Date: March 24, 2022

Re: LED Lighting Services – Standard Lease Agreements for Handsboro Community Center

We are requesting to enter into an agreement for the attached Lighting Service – Standard Lease Agreement with MS Power Company. It would provide additional lighting in that area.

Handsboro Community Center	\$225.00 monthly	84 months
----------------------------	------------------	-----------

A handwritten signature in black ink, appearing to read "Gus Wesson", is written over a horizontal line.

Gus Wesson

Lighting Services – Standard Lease Agreement



Customer Name: City of Gulfport Hansboro Community DBA: _____

Service Address: 1890 Switzer Rd Phone #: _____

Gulfport, MS 39507

Mailing Address: 1422 23rd Ave

Gulfport, MS 39501

Tax ID#: _____ CSS Account #: _____

Job Order #: _____ GWO #: _____

Type Customer: ☐ Commercial ☐ Industrial ☒ Governmental

Description of Business (Apartment Complex, Restaurant, Ball-field, etc.): Parking Lot

Install: 16 - 110W LED fixtures, 16 photo cells, and miscellaneous material to complete job

Upfront Customer Payment Amount: \$0.00

Monthly Lease Charge: \$225.00 *(Excludes applicable sales tax)

Initial Term of Agreement: 84 months

Project Notes: Removing 18 customer owned fixtures

Customer agrees to lease the facilities described above from Mississippi Power Company on the attached terms and conditions.

Customer's Authorized Signature:

Signature: 

Print Name: Billy Hewes

Print Title: Mayor

Date: April 5, 2022

Mississippi Power Company:

Signature: 

Print Name: Giff Ormes

Print Title: Director, Marketing and Sales

Date: 4-28-22

1. **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
2. **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4079, Gulfport, MS 39502-4079. Customer's address for notice is the Mailing Address shown on Page 1.
3. **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
4. **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.
5. **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party..
6. **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
7. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
8. **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
9. **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
10. **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-656-1836 to obtain the proper pole attachment authorization.
11. **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.
 - a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
 - b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that **Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises.** Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
 - c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials:

Date: 4/5/22

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

**FIRST MEMORANDUM OF AMENDMENTS TO “RESIDENTIAL AND LIGHT
COMMERCIAL SOLID WASTE, TRASH WASTE AND RECYCLE MATERIAL
COLLECTION AND DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF
GULFPORT AND WASTE PRO OF MISSISSIPPI, INC.”**

**THIS FIRST MEMORANDUM OF AMENDMENTS TO “RESIDENTIAL AND
LIGHT COMMERCIAL SOLID WASTE, TRASH WASTE AND RECYCLE
MATERIAL COLLECTION AND DISPOSAL SERVICES CONTRACT BETWEEN
THE CITY OF GULFPORT AND WASTE PRO OF MISSISSIPPI, INC.”** (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**”) under authority and
approval of its Governing Authority, and **WASTE PRO OF MISSISSIPPI, INC.**, a
_____ Corporation, (herein “**Contractor**”).

WITNESSETH THAT:

WHEREAS, on July 27, 2017, the City and Contractor entered into a contract entitled
“Residential and Light Commercial Solid Waste, Trash Waste and Recycle Material Collection
and Disposal Services Contract” (herein the “**Contract**”) for the collection and
disposal/processing of garbage waste, trash waste, and recycle material within the corporate
limits of the City and related work; and

WHEREAS, Waste Pro has requested various amendments be made to the Contract, and
the parties have now mutually agreed to the revisions and amendments to the Contract 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 Contract is hereby amended, as follows, to-wit:

1. Sub-Paragraph "1.17" under Paragraph/Section "1.0" in Exhibit "A" to the Contract ("entitled "Conditions and Specifications") shall be amended by replacing Sub-Paragraph "1.17" under Paragraph "1.0" in Exhibit "A" with the following and all other provisions and paragraphs under Paragraph/Section "1.0" (entitled "Definitions") remaining:

1.0 DEFINITIONS

1.17 Occurrence – A verified complaint, environmental event, safety incident, service matter, request for service or circumstance involving a communication from or on behalf of a contractual unit.

2. The Contract shall be amended so that commencing on April 1, 2022, the Contractor shall no longer provide collection, transportation, and disposal of "trash waste," as such term is defined in the Contract. As such, the Contractor shall decrease the current rate being charged to the City under the Contract (effective as of and commencing on April 1, 2022) by a total of \$3.00 per Contractual Unit under the Contract (amounting to a minimum savings to the City of \$77,169 per month at the current billing rate). With the elimination of collection, transportation, and disposal of trash waste from the Contract (effective April 1, 2022), the Contractor shall not be responsible for paying any disposal or landfill fees associated with the disposal of trash waste. Contractor shall continue to provide all other services required under the Contract, to include, without limitation, the collection, transportation, and disposal of bagged/containerized garbage and solid waste in curbside containers, as well as the collection, transportation, and disposal of recyclable materials and the payment of all fees associated with such services. Accordingly, the first paragraph in Paragraph/Section "2.00" in Exhibit A to the Contract (entitled "Conditions and Specifications") shall be amended effective April 1, 2022, by replacing the first Paragraph in Paragraph/Section "2.00" in Exhibit "A" with the following and all other provisions and paragraphs under Paragraph/Section "2.00" remaining:

2.00 SCOPE OF SERVICES (EFFECTIVE APRIL 1, 2022)

Commencing from and after April 1, 2022, the services provided by Contractor under this Contract shall consist of the collection and transportation for proper disposal and disposal of garbage from Contractual Units and the collection and processing of recyclable materials from Contractual Units all within the Service Area of the City. The services include, but shall not be limited to, the provision of curbside containers, solid waste trucks, recycling trucks, labor dispatching, curb side collection, hauling, disposal, and sale of recyclable materials. The Contractor shall provide all the supervisions, materials, equipment and labor necessary to satisfactorily perform said services in accordance with the Contract documents.

3. Sub-Paragraphs (b) and (c) under Paragraph/Section "3.01" in Exhibit "A" to the Contract ("entitled "Conditions and Specifications") shall be amended by replacing Sub-Paragraphs (b) and (c) under Paragraph "3.01" in Exhibit "A" with the following and all other provisions and paragraphs under Paragraph/Section "3.00" (entitled "Collection") remaining:

3.00 COLLECTION

3.01 Service Provided

- (b) The Contractor shall provide one (1) curbside container for solid waste (95/96 gallon cart) and one (1) curbside container for recyclable material (18 gallon bin) to new customers under this Contract within seventy-two (72) hours of request, not counting or including weekends and City holidays. Contractor shall provide and deliver a replacement curbside container for solid waste (95/96 gallon cart) when the same has been damaged (not by the Contractor or due to normal wear and tear), lost, or stolen and not repairable, with the Contractual Unit being responsible for paying \$100.00 to the Contractor for each such replacement container. The Contractor shall not be required to deliver a replacement container to a Contractual Unit until after the required \$100.00 payment is made in full to the Contractor. Contractor shall provide a replacement curbside container and recyclable container to the Contractual Unit if the same was damaged by the Contractor or is inoperable and not repairable by the Contractor.
- (c) The Contractor shall provide twice weekly garbage collection and disposal service and every other week recyclable material collection and disposal.

4. Sub-Paragraph (c) under Paragraph/Section "3.02" in Exhibit "A" to the Contract ("entitled "Conditions and Specifications") shall be amended by replacing Sub-Paragraph (c) under Paragraph "3.02" in Exhibit "A" with the following and all other provisions and paragraphs under Paragraph/Section "3.02" (entitled "Curbside Containers") remaining:

3.02 CURBSIDE CONTAINERS

- (c) The Contractor shall provide, maintain, and repair/replace all curbside containers for recyclable material and solid waste/garbage for all Contractual Units serviced under this Contract throughout the life of this Contract. The costs for these services shall be and is incorporated into the

proposal and shall include delivery and pickup to/from Contractual Units. Contractor shall repair or replace contractor-damaged containers and provide replacement carts/containers within seventy-two (72) hours of requests for the same, not counting weekends and City holidays. Containers that are unrepairable by Contractor shall be replaced by Contractor within seventy-two (72) hours of requests for the same, not counting weekends and City holidays. The Contractor may charge a Contractual Unit for carts intentionally damaged by the customer. At the end of the term of the Contract, ownership of the carts/containers and bins may be vested in the City upon request.

5. Paragraph/Section "3.05" in Exhibit "A" to the Contract ("entitled "Conditions and Specifications") shall be amended by replacing this Paragraph/Section with the following and all other provisions and paragraphs under Paragraph/Section "3.05" (entitled "Holidays") remaining:

3.05 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The Contractor will either suspend or re-schedule collection service for each holiday.

The Contractor shall be responsible for notifying the City and publicizing the changes in the collection schedule due to the observance of the holidays. Proper publicizing includes public service announcements on local television stations and local radio stations and in social media and a local newspaper. The Contractor shall notify the City three (3) weeks in advance of holiday service by letter and email and shall provide "Proof of Publication" to the City. All publicizing shall be done prior to each holiday to provide sufficient notice to the Public prior to the change in the collection schedule.

6. Paragraph/Section "3.07" in Exhibit "A" to the Contract ("entitled "Conditions and Specifications") shall be amended by **deleting** the following un-numbered sub-paragraphs under Paragraph/Section "3.07" (entitled "Records/Record Keeping/Reporting"), with the deleted sub-paragraph provisions below shown as stricken text and with all other sub-paragraphs and provisions contained, set out, and included in Paragraph/Section "3.07" in Exhibit "A" to the Contract to remain in

effect. The Contractor's rationale for these deletions from the Contract is that the information that otherwise is included in these reports is already being submitted and available to the City in the computer call reporting program being utilized in conjunction with the Contract so that the City already has access to this same information:

3.07 RECORDS / RECORD KEEPING / REPORTING

~~*Weekly Report for Calls / Complaints*~~ The Contractor shall maintain daily up-to-date call/complaint log and submit it to the City on a weekly basis with the following information relative to the resolution of complaint:

- ~~*a. Date/time call/complaint received*~~
- ~~*b. Name and address of complainant*~~
- ~~*c. Nature of call/complaint*~~
- ~~*d. Date call/complaint resolved*~~
- ~~*e. How the call/complaint was resolved*~~

~~*Monthly Report on Outstanding/Unresolved Complaints*~~ The selected Contractor shall provide a report to the City that identifies any and all unresolved complaints at the end of each calendar month. Actions required to resolve each complaint shall be identified in the submitted report.

~~*Monthly Report on Requests for Second Carts*~~ The selected Contractor shall provide a report that identifies the name and address of all requests submitted for a second cart service. Confirmation of payment and delivery of the cart shall be included in the monthly report.

7. Sub-Paragraph "a." under Paragraph/Section "3.08" in Exhibit "A" to the Contract ("entitled "Conditions and Specifications") shall be amended by replacing Sub-Paragraph "a." under Paragraph "3.08" in Exhibit "A" with the following and all other provisions and paragraphs under Paragraph/Section "3.08" (entitled "Liquidated Damages to Assure Achievement of Performance Standards") and under Sub-Paragraph "a." (entitled "Twenty-Four (24) Hour Correction Period") remaining:

3.08 LIQUIDATED DAMAGES TO ASSURE ACHIEVEMENT OF PERFORMANCE STANDARDS

- a. *Twenty-Four (24) Hour Correction Period.* The following problems, should they occur, should be corrected within 24 hours of when they were required to be performed. If not corrected within that time frame, at the sole discretion of the City, the Contractor may be required to pay, as liquidated damages, one hundred dollars (\$100.00) per validated occurrence for each 24-hour period that the problem is not corrected.

8. *Full Force and Effect.* Except as hereby specifically amended, all provisions of the Contract, and all obligations, duties, and responsibilities of Contractor thereunder and/or arising therefrom, shall continue to be in full force and effect.

THIS FIRST MEMORANDUM OF AMENDMENTS is made, dated, executed and signed on the day and dates hereinafter set forth by the officers duly authorized so to act.

OWNER:

CONTRACTOR:

CITY OF GULFPORT, MISSISSIPPI

WASTE PRO OF MISSISSIPPI, INC.

By


MAYOR

By


PRESIDENT

Dated:

January 5, 2022

Dated:

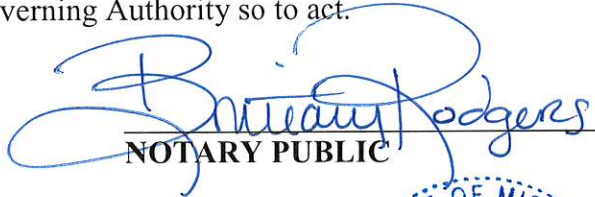
May 13, 2022

(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 5th day of January, 2022, **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's Governing Authority so to act.


NOTARY PUBLIC

My Commission Expires:

8/12/2022

STATE OF Mississippi

COUNTY OF J



PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 13th day of May, 2022, Chris Lockwood, who acknowledged to me that he is the duly elected and serving Regional Vice President of WASTE PRO OF MISSISSIPPI, INC., and that he signed, executed and delivered duplicate original counterparts of the above and foregoing instrument in writing for and in behalf of WASTE PRO OF MISSISSIPPI, INC., after having been first duly authorized so to act.


NOTARY PUBLIC

My Commission Expires:

9-2-23

(SEAL)



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 4th day of January, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE
FIRST AMENDMENT TO THE RESIDENTIAL AND LIGHT COMMERCIAL SOLID
WASTE, TRASH WASTE AND RECYCLE MATERIAL COLLECTION AND
DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF GULFPORT AND
WASTE PRO OF MISSISSIPPI, INC., TO AUTHORIZE THE MAYOR OR DESIGNEE
TO EXECUTE SAID CONTRACT AMENDMENT, AND FOR RELATED PURPOSES**

WHEREAS, the City has contracted with Waste Pro of Mississippi, Inc., to provide various services in connection with waste collection and disposal in and for the City of Gulfport pursuant to that certain RESIDENTIAL AND LIGHT COMMERCIAL SOLID WASTE, TRASH WASTE AND RECYCLE MATERIAL COLLECTION AND DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF GULFPORT AND WASTE PRO OF MISSISSIPPI, INC., (hereinafter, "the Contract"); and

WHEREAS, by mutual agreement, the City of Gulfport and Waste Pro of Mississippi, Inc., desire to amend the contract; and

WHEREAS, a proposed FIRST AMENDMENT TO THE RESIDENTIAL AND LIGHT COMMERCIAL SOLID WASTE, TRASH WASTE AND RECYCLE MATERIAL COLLECTION AND DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF GULFPORT AND WASTE PRO OF MISSISSIPPI, INC., is attached hereto as Exhibit "A"; and

WHEREAS, the City's Governing Authority does find that it has recently sought requests for proposals associated with the collection, transportation, and disposal/processing of trash waste, to include rubbish waste, bulky waste, yard waste, and white goods, and through such process the Governing Authority has determined and is of the opinion that the separate acquiring of such services at this time would actually amount to an increase in efficiency and expediency in the procurement of these services at a lower cost than what was heretofore

included in and made a part of the subject 2017 contract with Waste Pro of Mississippi, Inc., and, therefore, that the separate acquiring of such services and the removal of these services from the existing contract by way of the proposed amendments is in the best interests of the City and its citizens.

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 First Amendment to the contract with Waste Pro of Mississippi, Inc., be and the same is hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor (or his designee) is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

SECTION 3. That this resolution shall be in full force and effect upon passage. It shall be shall be spread on 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 Roland, seconded by Councilmember Casey, and was adopted by the following roll call vote:

YEAS:

Casey

Roland

Walker

Sharp

Kosloski

NAYS:

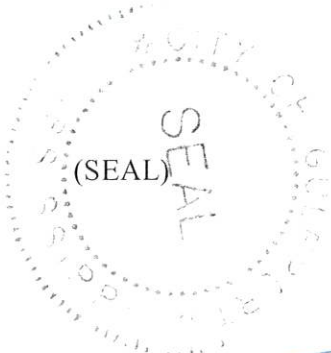
Holmes-Hines

Flowers

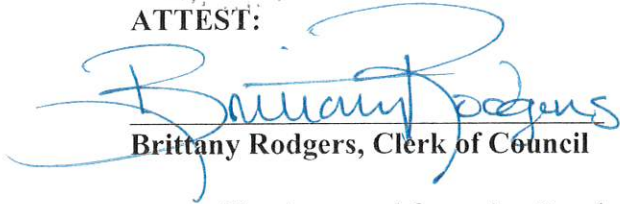
ABSENT:

None

WHEREUPON the President declared the motion carried and the Resolution adopted,
this the 4th day of January, 2022.



ATTEST:

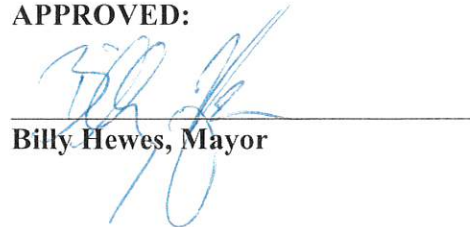

Brittany Rodgers, Clerk of Council

ADOPTED:


F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the 5th day of January, 2022.

APPROVED:


Billy Hewes, Mayor

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made by and between **City of Gulfport, Mississippi**, called the Client, and Engineering Xcellence with Kris Riemann & Associates, PLLC, hereinafter called the Consultant. Client intends to dredge an existing bayou at the Bayou View Drive area of Ward 4 in Gulfport, Mississippi from Courthouse Road to Poplar Circle. The bayou has silted over time adversely impacting drainage and use. The problem was exacerbated during Hurricane Katrina and other tropical systems. The objective is to remove about 6 feet of soil from the bottom of the channel to the full width to attain a total depth of 7-8 feet. (hereinafter called the Project) described in Exhibit A. This is funded by a Tidelands Grant shown in Exhibit C. The title of the project is **"Brickyard Bayou Dredge Project"**.

Client hereby contracts with the Consultant for professional engineering services in connection with the Project, for such engineering services more particularly described herein in consideration of the mutual covenants herein set forth. By executing this Agreement, the Consultant represents to the Client that the Consultant is professionally qualified to provide such and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

"Additional Services" means any services requested by the Client which are not covered by Exhibit A of this Agreement.

"Agreement" means this contract and includes change orders issued in writing.

"Client" means The City of Gulfport or Owner.

"Consultant" means Engineering Xcellence with Kris Riemann & Associates, PLLC. Consultant shall employ for the services rendered, workers, staff, engineers, architects, landscape architects, and surveyors licensed, as applicable, by the State of Mississippi.

"Contract Documents" means those documents so identified in the Contract for Construction of this Project, including Engineering Documents. All terms defined in said General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Engineering Documents" means all plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit A attached hereto.

"Engineering Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of Consultant under this Agreement together with Additional Services as Client may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

"Project" is as described in Exhibit A.

SECTION II - PAYMENT

A. COMPENSATION.

1. Fee: The Client agrees to pay the Consultant a total NOT TO EXCEED fee for services on the **Project of \$40,425.00 billed per month on an established Hourly Rate.**

Professional fees are based on the scope of services outlined in Exhibit A of this Agreement and shall be completed in accordance with a mutually agreed to schedule, Exhibit "B".

2. Hourly Rate: Services for a total fee will be charged on the basis of the hourly rate schedule attached hereto as Exhibit B and reimbursable expenses not contemplated in this Agreement will be charged at actual cost.

3. Reimbursable Expenses: Reimbursable expenses shall be included in the total maximum fee. Reimbursable expenses include expenses of transportation in connection with the Project; expenses in connection with long-distance communications; expenses of printing and reproductions, postage and facsimile transmissions; expenses of renderings and models requested by the Client and other costs as authorized by the Client. Reimbursable expenses will not include overhead costs or additional insurance premiums. Unit rates for reimbursable expenses shall be included in Exhibit B attached.
4. Sales Tax: Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on the amount of compensation, fees or services. Should such taxes be imposed, the Client shall reimburse the Consultant in addition to the contractual amounts provided. The Client shall provide tax exempt number if required, and if requested by the Consultant.
5. Billing: Consultant shall bill the Client monthly for all services and reimbursable expenses. The bill submitted by Consultant shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a Consultant's invoice. The Client agrees to pay the Consultant within forty-five (45) days of submission of the bill.
6. Progress Reports: A written progress report must be submitted with each monthly pay request indicating which specific design tasks and their percentage have been completed to date, and tasks that will be performed the following month. This report will serve as support for payment to the Consultant.
7. Timing of Services: Consultant will perform the services in a timely manner; however, if during their performance, for reasons beyond the control of the Consultant, protracted delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking into consideration the impact of such delays. Should performance of

Services by Consultant be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by Consultant; fires; floods; labor disturbances; epidemics; and unusually severe weather. Consultant will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Consultant.

8. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by the Client, when requested by the Client and through no fault of the Consultant, the Consultant shall be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per Exhibit B. Provided, however, that any increase in contract price or contract time must be requested by the Consultant and must be approved through a written supplemental agreement prior to performing such services. Consultant shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence, error, or omission.
9. Additional Services: The Consultant shall provide, with the Client's concurrence, services in addition to those listed in Exhibit A, when such services are requested, in writing, by the Client. Prior to entering into any Additional Services, the Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours and a maximum fee based upon the hourly rate schedule attached hereto as Exhibit B. Payment to the Consultant, as compensation for these Additional Services, shall be in accordance with the attached hourly rate schedule attached as Exhibit B. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at actual cost.

Records of reimbursable expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be made available to the Client if so requested in writing. Production of these documents shall be made at the Consultant's office during normal business hours within a reasonable time at a date and time mutually convenient to both parties.

10. Supplemental Agreement: This Agreement may be amended to provide for additions, deletions and revisions in the services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the Client, unless it is the result of an emergency situation in which case the Client may give verbal, facsimile and/or email approval to be followed by a written and approved supplemental agreement. If notice of any change affecting the general scope of the services or provisions of this Agreement, including but not limited to, contract price or time, is a requirement of any insurance policy held by the Consultant as a requirement of this Agreement, the giving of such notice shall be the Consultant's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTANT

- A. **SCOPE OF SERVICES**: The Consultant shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies, as specifically provided in Exhibit A and which are required for the completion of the Project
- B. **GENERAL DUTIES AND RESPONSIBILITIES**
 1. Personnel: The Consultant shall assign only qualified personnel to perform any service concerning the Project.
 2. Independent Contractor: The Consultant is an independent contractor and as such is not an employee of the Client.

3. Special Services: The Consultant may be called on to serve as a Consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. The Consultant shall not be paid extra by the Client if the appearance is to defend Consultant's professional engineering services. If the Consultant is requested in writing by the Client to appear as a witness, the Consultant will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit B.
4. Service by and Payment to Others: Any work authorized in writing by the Client and performed by a third party other than the Consultant, or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the Client and the third party. Fees shall be approved by the Client prior to the execution of any extra work. Although the Consultant may assist the Client in procuring such services of third parties, the Consultant shall in no way be liable to either the Client or such third parties in any manner whatsoever for such services or for payment thereof.
5. Subcontracting of Service: The Consultant shall not subcontract or assign any of the architectural, engineering or consulting services to be performed under this Agreement without first obtaining the written approval of the Client regarding the services to be subcontracted or assigned and the firm or person proposed to perform the services. Neither the Client nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
6. Endorsement: The Consultant shall sign and seal all final plans, specifications, estimates and engineering data furnished by the Consultant. The Consultant warrants to the best of its knowledge, information and belief that its performance will be done in a professional manner.

Any review or approval by the Client of any documents prepared by the Consultant, including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with the Client's construction program and intent. No review of such documents shall relieve the Consultant of their responsibility for the accuracy. It will be the Consultant's responsibility to verify the existence of any and all permits, approvals, licenses, rights-of-way and easements, including temporary construction easements, that are necessary for the Project construction. Rights-of-way and easements shown on the construction plans shall have proper legal verification to prove their existence.

7. Professional Responsibility: The Consultant will exercise reasonable skill, care and diligence in the performance of its services as is ordinarily possessed and exercised by a licensed professional performing the same services under similar circumstances.
8. Inspection of Documents: The Consultant shall maintain all Project records for inspection by the Client during the contract period and for three (3) years from the date of final payment.

SECTION IV – CLIENT RESPONSIBILITIES

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Communication: The Client shall provide to the Consultant information and criteria regarding the Client's requirement for the Project; examine and timely respond to the Consultant's submissions; and give notice to the Consultant, who shall respond promptly, whenever the Client observes or otherwise becomes aware of any defect in the services.
2. Access: The Client will provide access agreements for the Consultant to enter public and private property when necessary.
3. Duties: The Client shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A as the Client's responsibility.

4. Program and Budget: The Client shall provide full information stating the Client's objectives, schedule, budget with reasonable contingencies, and necessary design criteria.
5. Other Consultants: The Client may contract with "specialty" Consultants when such services are requested by the Consultant.
6. Testing: Any tests required to supplement the scope of services or tests required by law shall be furnished by the Client.
7. Legal, Insurance, Audit: The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project. The Client shall furnish all bond forms required for the Project.
8. Project Representative: Client shall provide as Project Representative, **Wayne Miller, P.E., or his designated representative** and he/she shall represent the Client in coordinating this Project with the Consultant, with authority to transmit instructions and define policies and decisions of the Client.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if either party shall violate any of the covenants, Contracts or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract if such default or violation is not corrected within fifteen (15) days after submitting written notice to the other party.

1. Notice: The Client reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the Consultant, by providing written notice of such termination to the Consultant. Upon receipt of such notice from Client, the Consultant shall, at Client's option as contained in the notice, immediately cease all services and

meet with Client to determine what services shall be required of the Consultant in order to bring the Project to a reasonable termination in accordance with the request of the Client. The Consultant shall also provide to the Client copies of all drawings and documents completed or partially completed at the date of termination. The Consultant is entitled to terminate this agreement by providing thirty (30) days written notice.

2. Compensation for Convenience Termination: If Client shall terminate for its convenience, as herein provided, Client shall compensate Consultant for all services completed to date prior to receipt of the termination notice. Consultant also retains all its rights and remedies against the Client including but not limited to its rights to sue for damages, interest and attorney fees related to said convenience termination or for termination which is not "for cause or default" of Consultant.
3. Compensation for Default Termination: If the Client shall terminate for cause or default on the part of the Consultant, the Client shall compensate the Consultant for the reasonable cost of services completed to date of its receipt of the termination notice. The Client also retains all its rights and remedies against the Consultant including but not limited to its rights to sue for damages, interest and attorney fees.

If the Consultant shall terminate for cause or default on the part of the Client, the Client shall compensate the Consultant for the reasonable cost of services completed to date of its receipt of the termination notice. The Consultant also retains all its rights and remedies against the Client including but not limited to its rights to sue for damages, interest and attorney fees.

4. Incomplete Documents: This Section is intentionally left blank.

B. DISPUTE RESOLUTION

This Section is intentionally left blank.

C. OWNERSHIP OF ENGINEERING DOCUMENTS

All Engineering Documents prepared in connection with this Project shall be the property of the Consultant, whether the Project for which they are made is executed or not; however, the Consultant shall provide the Client a copy of all Engineering Documents as requested by the Client and related to services for which the Consultant has been compensated.

Reports, plans, specifications and related documents are the Consultant's copyrighted instruments, and the Consultant, at its option, may so identify them by appropriate markings. Provided that the Consultant is paid in full for its services, then the Client may reuse these final documents without any additional compensation. However, such reuse shall be for Client use and the Consultant shall have no liability for Client alteration to the documents or for any use other than as intended pursuant to the terms hereof.

D. INSURANCE

Consultant will maintain insurance for this Agreement in the following types: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance for bodily injury and property damage and (iv) Professional liability insurance.

E. INDEMNITY

1. Indemnify and Hold Harmless: For purposes of this Agreement, the Consultant hereby agrees to indemnify and hold harmless the Client and its employees and officials from any and all loss to the extent caused or incurred in whole or in part as a result of the negligence or wrongful acts of the Consultant, its officers, subsidiaries, employees and subconsultants/assignees and their respective officers and employees, in the performance of services pursuant to this Agreement.

F. LIMITATION OF LIABILITY

This Section is intentionally left blank.

G. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

H. APPLICABLE LAW and VENUE

This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Mississippi. The courts of the state of Mississippi shall have exclusive and sole jurisdiction over this Agreement and all claims related thereto and over the parties herein and venue of any legal action shall be exclusively in the appropriate state or federal court in Harrison County, Mississippi.

I. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by either the Consultant or the Client without the written consent of the other.

J. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

K. COMPLIANCE WITH LAWS

Consultant shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Engineering Services required by this Agreement are complete.

Consultant shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

L. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

M. SEVERABILITY CLAUSE and WAIVER

Should any provision of this Agreement be determined to be void, invalid unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

Any waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

N. HAZARDOUS MATERIALS

The Consultant and the Consultant's subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site.

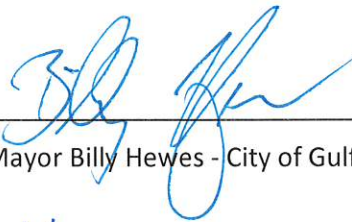
The parties hereto have caused this Agreement to be executed this 20th day of April, 2022.

CONSULTANT

By: 
Engineering Xcellence with Kris Riemann & Associates, PLLC

Date: 4-4-22

CLIENT

By: 
Mayor Billy Hewes - City of Gulfport

Date: 4-20-22

EXHIBIT "A" ---- PROJECT and SCOPE OF WORK

Project

The title of the project is "Brickyard Bayou Dredge Project". This project will dredge an existing bayou at the Bayou View Drive area of Ward 4 in Gulfport, Mississippi from Courthouse Road to Poplar Circle. The bayou has silted over time adversely impacting drainage and use. The problem was exacerbated during Hurricane Katrina and other tropical systems. **The objective is to remove about 6 feet of soil from the bottom of the channel to attain a total depth of 7-8 feet.**

Brickyard Bayou originates in Southwest Gulfport near the U.S. Naval Base, approximately 4000 feet north of the Mississippi Sound and flows northeastward generally parallel to the beach for a distance of 6.65 miles to its entrance to Bernard Bayou 9000 feet north of the Mississippi Sound. The drainage area at the mouth is 6.09 square miles. Almost all of the Brickyard Bayou channel and adjacent floodplain has been cleared and channelized and is maintained in clean condition between Bernard Bayou to 8th Avenue.

Between 8th Avenue and 34th Avenue, the channel has been improved by increasing the width and depth, and providing a maintenance drive for access to maintain the channel.

Between 34th Avenue and Lewis Avenue, the channel is reduced in width and almost all of the adjacent floodplain is heavily vegetated with trees and brush. In this section, the Bayou is reduced in size and there are many culverts that have been installed.

- The general vicinity for this project is Courthouse Road westward to near Poplar Circle about 2,000 L.F.
- The proposed project will improve Brickyard Bayou by dredging the channel, snagging, clearing, and possibly creating a maintenance roadway.

Goals

The results of the dredging will also allow for properties with bayou access by boating to be able to use the bayou again for recreation while improving the drainage in the area. Being able to access the bayou allows users the opportunity to access the Gulf of Mexico and its benefit of fishing, boating, and connection to other attractions.

With the requested Tideland Funds, this project will restore this wetland area to pre-hurricane Katrina conditions and preserve the natural environment.

Benefit

Benefits of this project will provide safer, more efficient, and attractive means of access for locals and tourists to access water by boating. Also, this will improve the drainage in the area.

SCOPE OF SERVICES

PHASE 1 - Investigation Phase

The primary goal of the Investigation Phase is to identify and evaluate alternatives for the dredging of Brickyard Bayou. Factors and limitations that will be considered and evaluated may include, but not be limited to, electrical sources, wastewater/water sources, drainage, connectivity to the existing Bayou to the area for boats, review of all drainage/utility easements through the property, comparing the costs of dredging from a barge vs dredging from land, constructability, longevity, construction cost and maintainability of each of the identified alternatives.

INVESTIGATION PHASE TASKS

- Assemble and review maps, aerial photography and previous topographic information.
- Call Mississippi One Call to locate underground utilities within the project limits.
- Conduct field review of existing improvements and video documentation of project.
- Conduct preliminary surveying work of existing improvements to aid with the dredging operation.
- Prepare schematic layout of proposed dredging of the bayou.
- Compare the cost of dredging of the bayou from a barge vs dredging from land.
- Prepare Preliminary Opinion of Probable Costs based on schematic layout.
- Conduct meeting with Owner to discuss and decide on preferred alternative.

Total for Investigation Phase - \$5,600.00

PHASE 2 — Topographic Surveying

Topographic surveying of the project area along the bayou as necessary to determine depth.

Provide topographic survey of cross-sections (approximately 20) every 100 feet (total 2000 ft); locate utilities and pertinent features for design. It is anticipated that additional survey work will be necessary for easements/right-of-way acquisition.

Draft easement documents with Maps and Deeds to be provided to the City.

Total Topographic Surveying - \$5,500.00

PHASE 3 - Preliminary Design Phase

The Design Phase will include preliminary design of the proposed improvements, in the location. The preliminary design will include the demolition and placement of the roadway and parking

area for dredging equipment. The preliminary design plans and an Opinion of Probable Costs will be presented to the Owner for review, and will represent a 50% completion stage.

Coordination with various Agencies and updating permits. Our sub-consultant, Ecological Assets Management, LLC will be assisting with updating the NEPA Environmental Assessment (if necessary) to extend dredge from Courthouse Road to Poplar Circle and applying for a Joint ACOE & MDMR permit for improvements west of Courthouse Road. Engineering Xcellence will coordinate with MDEQ, MDAH in preparing permit applications for the respective Agencies as necessary.

PRELIMINARY DESIGN PHASE TASKS

- Conduct kickoff meeting with Owner to discuss specifics about project.
- Prepare a set of Preliminary Engineering Sheets to include, at a minimum:
 - a. Layout Sheets
 - b. Typical Section Sheets
 - c. Cross Sections
 - d. Plan and Profile Sheets
- Conduct a review IN-HOUSE and separately with Owner.
- Complete review comments.
- Updating NEPA EA, MS Department of Archives and History, Joint ACOE & MDMR Permit Application –
- MDEQ General Stormwater and SWPPP

Total for Preliminary Design Phase - \$11,425.00

PHASE 4 - REVISIONS to Preliminary Design Phase

Upon gaining input from the owner, revisions to the preliminary design of the proposed improvements shall be made, one time, and presented again to the owner. This will be the basis for moving forward with the final design and construction. An Opinion of Probable Costs will be presented to the Owner for review, as a part of these revisions.

Total for Preliminary Design Phase - \$2,400.00

PHASE 5 - Design Phase

The Final Design Phase will include the detailed design of the proposed parking lot improvements, in the location as outlined. The design will include dredging of Brickyard Bayou, drainage sloping, channel widening, grassing and cleanup. The construction plans and an Opinion of Probable Costs will be presented to the Owner for review, comment and revisions at the 90% completion stage and at the 100% completion stage.

DESIGN PHASE TASKS

- Prepare a set of Design Development Engineering Plans (90%) to include, at a minimum:
 - a. Cover Sheet
 - b. Location Plan, General Notes and Layout Sheets
 - c. Typical Section Sheets
 - d. Plan and Profile Sheets
 - e. Standards and Special Details Sheets (if needed)
 - f. Erosion Control Sheets
 - g. Demolition Plan
 - h. Cross Sections
 - i. Landscaping Plan (grassing)
- Prepare the Technical Specifications and Contract Documents.
- Complete 90% Completion Plans.
- Calculate quantities and prepare OPC.
- Conduct a 90% completion review IN-HOUSE and separately with Owner.
- Complete 100% Completion Plans.
- Conduct 100% completion review IN-HOUSE and separately with Owner.
- Reproduction Costs

Total for Design Phase - \$7,200.00

PHASE 6 - Contracting Phase

The Contracting Phase will include assistance to the Owner in Bidding and Awarding of the contract. This phase will include answering any technical questions during the contracting process.

CONTRACTING PHASE TASKS

- Distribute plans to the owner and potential bidders
- Taking Bids and Reading the Bids at the City
- Providing the Bid Tabulation
- Providing a Recommendation to the City regarding the Bids Received

Total for Contracting Phase - \$2,500.00

PHASE 7 - Construction Engineering Phase

The Construction Engineering Phase shall include the general administration of the project, documentation of the Contractor's progress, and general construction engineering. Engineering Xcellence will act as the Owners representative, issuing instructions to the Contractor. Engineering Xcellence shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Engineering Plans. Engineering Xcellence will provide Resident Project Representation for the duration of construction at a minimum of 1 hour per day.

CONSTRUCTION ENGINEERING PHASE TASKS

- Hold Pre-Construction Conference
- Issue necessary interpretations and clarifications of the Plans.
- Review and process Shop Drawings, samples and other data which the Contractor is required to submit.
- Evaluate and determine the acceptability of substitute materials.
- Provide resident project representation.
- Provide a Flyer to the City to pass out to the Public.
- If needed, Schedule and conduct progress meetings with the Owner, Contractor to discuss progress, scheduling problems, conflicts and observations of all parties involved.

It is anticipated that the construction period for this project will be 30 calendar days. If the construction Contractor extends his work beyond the anticipated construction period, it may be necessary to revise this Agreement for these extended Construction Phase services.

Close Out shall include the review and compilation of all construction documentation, and certifications, as provided by the contractor for submission to the Owner. As-Built Drawings are part of this agreement.

Total for Construction Engineering Phase - \$5,800.00

Grant Total Cost for the Project - \$40,425.00

RECAPITULATION OF COSTS

Phase	Description	Cost
1	Investigation Phase	5,600.00
2	Topographic Surveying	5,500.00
3	Preliminary Design	11,425.00
4	REVISIONS to Preliminary Design	2,400.00
5	Final Design	7,200.00
6	Contracting	2,500.00
7	Construction Engineering	5,800.00
	Total	40,425.00

EXHIBIT "B" ---- SCHEDULE AND COMPENSATION

Timing of Work

WORK ASSIGNMENT TERM

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until, January 1, 2024 at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving the agreement signed by the Owner.

PROGRESS SCHEDULE

Task	Timetable
Start of Engineering Contract	June 2022
Initiate Services	June 2022
Investigation Phase	July 2022
Client Review	July 2022
Initiate Design	August 2022
Preliminary Design & Permitting	September 2022
Client Review	September 2022
Final Design	October 2022
Client Review & Advertising	October 2022
Construction Engineering	December 2022
Project Closeout	March 2023

COMPENSATION

DBE/WBE GOAL

The DBE/WBE goal established for the Work shall be 0%.

KEY PERSONNEL

Kris Riemann, P.E., shall manage this project from start to finish.

These services will be provided for a NOT TO EXCEED amount of \$40,425.00 in accordance with the Agreement at the Hourly Rates below.

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates (see below) for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.
- C. These costs are estimated and may be greater or lower than the estimated cost per phase but shall Not Exceed the fee listed below under the Maximum Allowable Cost.

MAXIMUM ALLOWABLE COST Contract Maximums:

Under no circumstances shall the amount payable by the Owner for this assignment exceed **\$40,425.00** (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours. The staff to be available to work on this project are listed below, however, may change if needed.

NAMES	LABOR CLASSIFICATION	RATE
Robert "Kris" Riemann, P.E.	Principal Engineer	120.00
Fred Fountain	Project Engineer	90.00
Dennis Stieffel, P.E.	Principal Engineer	120.00
Robert "Kris" Riemann, P.E.	Senior Professional Engineer (held P.E. License minimum 10 Years)	115.00
Richard Thorsten	Resident Project Representative	75.00
Larry Saucier, PLS	Professional Land Surveyor	90.00
Jim Holt	Senior CAD Technician (minimum 15 Years Experience)	75.00
Fred Fountain	CAD Technician	65.00

Table 1: Rate Schedule for Labor Hours



**ENGINEERING XCELLENCE
WITH KRIS RIEMANN & ASSOCIATES, PLLC**

**ENGINEERING FEES
STANDARD HOURLY RATES SCHEDULE
Established: March 1, 2021**

<u>Position/Labor Classification</u>	<u>Billing Rate</u>
Principal Engineer	\$ 120.00
Senior Professional Engineer (held P.E. License minimum 10 Years)	\$ 115.00
Senior Professional Engineer (held P.E. License minimum 5 Years)	\$ 110.00
Professional Engineer (Licensed P.E.)	\$ 105.00
Senior Project Manager (minimum 15 Year Experience)	\$ 95.00
Project Engineer	\$ 90.00
Professional Land Surveyor	\$ 90.00
Survey crew chief	\$ 68.00
Instrument person	\$ 41.00
Senior CAD Technician (minimum 15 Years Experience)	\$ 75.00
Senior CAD Technician (minimum 10 Years Experience)	\$ 70.00
CAD Technician	\$ 65.00
Clerical	\$ 50.00
Senior Administrative (minimum 15 Years Experience)	\$ 70.00
Resident Project Representative	\$ 75.00
Engineering/Specification Technician	\$ 65.00
Student Intern/Co-op	\$ 35.00
Scientist	\$ 85.00
Biologist	\$ 85.00
1 man GPS Drone Survey Crew	\$ 150.00
2 man GPS Drone Survey Crew	\$ 175.00
Professional Accountant (CPA)	\$ 100.00

EXHIBIT "C" --- TIDELANDS GRANT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

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).

PRODUCER AssuredPartners of Washington, LLC 19660 10th Ave NE Poulsbo WA 98370		CONTACT NAME: Bryn Steele PHONE (A/C No. Ext): 360-598-5019 E-MAIL ADDRESS: bryn.steele@assuredpartners.com FAX (A/C No.): 360-598-5019	
INSURED Engineering Xcellence with Kris Riemann & Associates PLLC 3013 5th Avenue Suite B Gulfport MS 39501		INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25054	

COVERAGES**CERTIFICATE NUMBER:** 1275004391**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liab/Claims Made			PRB0619111673	4/5/2021	4/5/2022	Per Claim Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Status is not available on Professional Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2022

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).

PRODUCER AssuredPartners of Washington, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	CONTACT NAME: Bryn Steele
	PHONE (A/C, No, Ext): 360-598-5019 FAX (A/C, No): 360-598-5019
	E-MAIL: bryn.steele@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hudson Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
Engineering Xcellence with Kris Riemann & Associates PLLC
3013 5th Avenue
Suite B
Gulfport MS 39501

ENGIXCE-01

COVERAGES

CERTIFICATE NUMBER: 1711411533

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
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						
	☐ EXCESS LIAB ☐ OCCUR						
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Professional Liability Claims Made			RRB0619113704	4/5/2022	4/5/2024	Per Claim Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Status is not available on Professional Liability Policy.

CERTIFICATE HOLDER

CANCELLATION

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

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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 19th day of April, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO AND AGREEMENT WITH ENGINEERING XCELLENCE WITH KRIS RIEMANN & ASSOCIATES, PLLC, FOR ENGINEERING SERVICES RELATED TO THE BRICKYARD BAYOU DREDGE PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City desires to undertake a project to dredge Brickyard Bayou and has obtained a Tidelands Grant in connection with the same; and

WHEREAS, pursuant to authority of this City Council, the City solicited proposals for engineering services related to the Brickyard Bayou Dredge Project and received proposals from one (1) firm; and

WHEREAS, as only one proposal was received, the proposal submitted by Engineering Xcellence with Kris Riemann & Associates, PLLC, was selected and recommended for award by Wayne Miller, City Engineer, as set forth in the supporting documentation (see Exhibit "A" attached hereto); and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for engineering services related to the Brickyard Bayou Dredge Project to Engineering Xcellence with Kris Riemann & Associates, PLLC, and to approve an agreement with Engineering Xcellence with Kris Riemann & Associates, PLLC, concerning the same (see Exhibit "A" attached hereto).

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

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

SECTION 2. That the award of the contract for engineering services related to the Brickyard Bayou Dredge Project to Engineering Xcellence with Kris Riemann & Associates, PLLC, be and the same is hereby approved and the proposed Agreement between Engineering Xcellence with Kris Riemann & Associates, PLLC, and the City be and it is hereby approved and found to be in the best interest of the City, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

YEAS:

Casey

Roland

Holmes-Hines

Walker

Sharp

Flowers

Kosloski

NAYS:

None

ABSENT:

None

WHEREUPON the President declared the motion carried and the Resolution adopted,
this the 19th day of April, 2022.



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 20th day of April, 2022.

APPROVED:


Billy Hewes, Mayor



SCANNED



J. J. J. J1 - GULFPORT DISTRICT
Instrument 2022-0010762-D-J1
Filed/Recorded 05/06/2022 2:00:01 PM
Total Fees 26.00
5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors**,

JAMES W. COMSTOCK and BRITTANY B. COMSTOCK

4110 Washington Avenue
Gulfport, MS 3950
(225) 715-0382

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a drainage and/or municipal utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

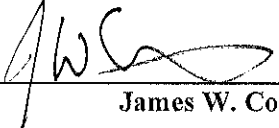
See Exhibits "A" and "B" attached.

Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage and/or municipal utility system. Any damage caused to Grantors' remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

At the time of execution of this easement, the property described in Exhibits "A" and "B" hereto is subject to that certain Deed of Trust in favor of Navy Federal Credit Union in the amount of \$249,281.00 and dated June 1, 2021, which was recorded in the Land Records of Harrison County, Mississippi, First Judicial District, at Instrument No 2021-7680-T-J1, on June 17, 2021. The easement contemplated herein shall not in any way affect the lien of the said Deed of Trust upon any property remaining subject to the Deed of Trust.

INDEXING INSTRUCTIONS: **Lot 17, Block 35, Gulfport Bayou View Subdivision**
First Judicial District, Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 22nd day of APRIL, 2022.


James W. Comstock


Brittany B. Comstock

CONSENTED TO AND APPROVED:


FOR AND ON BEHALF OF
NAVY FEDERAL CREDIT UNION, A CORPORATION

[REST OF PAGE LEFT BLANK INTENTIONALLY]

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 22ND day of APRIL, 2022, James W. Comstock, who, acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

Ruth E. Rock

NOTARY PUBLIC

My Commission Expires:

3/9/2025



STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 22ND day of APRIL, 2022, Brittany B. Comstock, who, acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

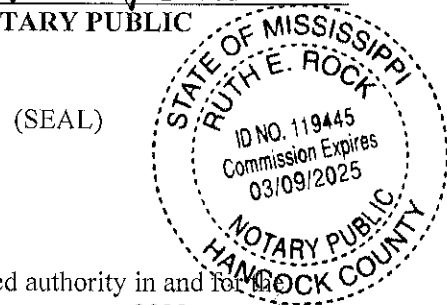
Ruth E. Rock

NOTARY PUBLIC

My Commission Expires:

3/9/2025

STATE OF FLORIDA
COUNTY OF ESCAMBIA



PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 20TH day of APRIL, 2022, Cecilia Andrews, Asst. Treasurer of Navy Federal Credit Union who, acknowledged to me that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his/her free and voluntary act and deed after first being duly authorized to do so.

Keisha Miller

NOTARY PUBLIC

Keisha Miller

My Commission Expires:

02/22/26



Exhibit "A"

A DRAINAGE AND MUNICIPAL UTILITY EASEMENT SITUATED AND PART OF LOT 17, BLOCK 35, GULFPORT BAYOU VIEW SUBDIVISION AND ALSO LOCATED IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

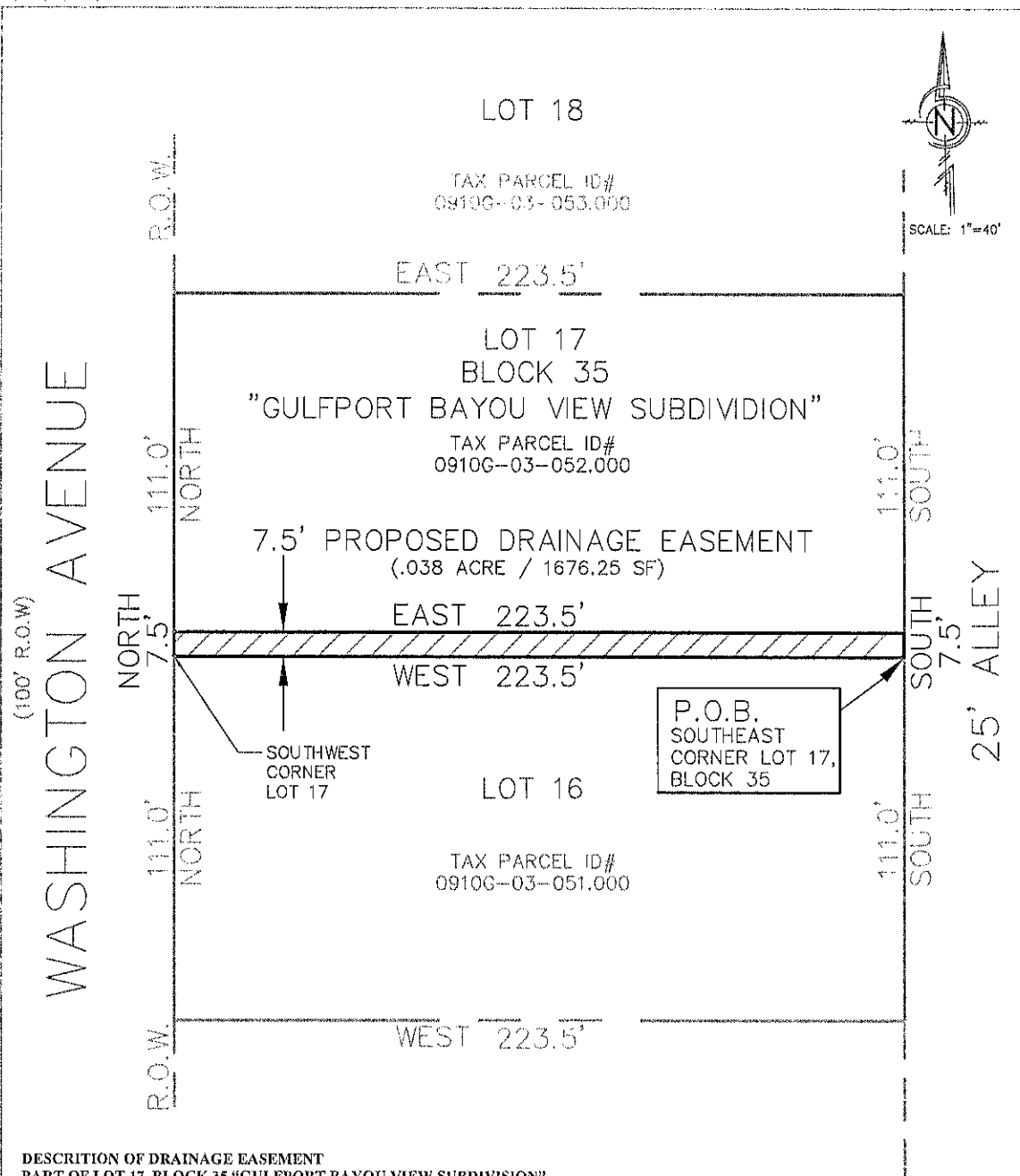
BEGIN AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 35 AS PER MAP OR PLAT ENTITLED "GULFPORT BAYOU VIEW SUBDIVISION", SAID MAP OR PLAT ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI AND RUNNING ALONG AND WITH THE SOUTH MARGIN OF LOT 17, BLOCK 35 AS PER SAID MAP OR PLAT ENTITLED "GULFPORT BAYOU VIEW SUBDIVISION", WEST, FOR A DISTANCE OF 223.5 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17, BLOCK 35 AND ALSO BEING LOCATED ON THE EAST RIGHT-OF-WAY OF WASHINGTON AVENUE;

THENCE NORTH ALONG A PART OF THE WEST MARGIN OF SAID LOT 17, BLOCK 35 AND ALSO ALONG THE EAST RIGHT-OF-WAY OF WASHINGTON AVENUE, FOR A DISTANCE OF 7.5 FEET TO A POINT;

THENCE EAST, FOR A DISTANCE OF 223.5 FEET TO THE EAST MARGIN OF SAID LOT 17, BLOCK 35 TO A POINT;

THENCE SOUTH ALONG THE EAST MARGIN OF SAID LOT 17, BLOCK 35, FOR A DISTANCE OF 7.5 FEET BACK TO THE POINT OF BEGINNING.

SAID DRAINAGE EASEMENT CONTAINS 1676.25 SQUARE FEET OR 0.038 OF AN ACRE, MORE OR LESS AND IS LOCATED IN LOT 17, BLOCK 35 AS PER SAID MAP OR PLAT ENTITLED "GULFPORT BAYOU VIEW SUBDIVISION" AND ALSO BEING A PART OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.



**DESCRIPTION OF DRAINAGE EASEMENT
PART OF LOT 17, BLOCK 35 "GULFPORT BAYOU VIEW SUBDIVISION"**

A DRAINAGE EASEMENT SITUATED AND PART OF LOT 17, BLOCK 35, GULFPORT BAYOU VIEW SUBDIVISION AND ALSO LOCATED IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 35 AS PER MAP OR PLAT ENTITLED "GULFPORT BAYOU VIEW SUBDIVISION", SAID MAP OR PLAT ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI AND RUNNING ALONG AND WITH THE SOUTH MARGIN OF LOT 17, BLOCK 35 AS PER SAID MAP OR PLAT ENTITLED "GULFPORT BAYOU VIEW SUBDIVISION", WEST, FOR A DISTANCE OF 223.5 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17, BLOCK 35 AND ALSO BEING LOCATED ON THE EAST RIGHT-OF-WAY OF WASHINGTON AVENUE;

THENCE NORTH ALONG A PART OF THE WEST MARGIN OF SAID LOT 17, BLOCK 35 AND ALSO ALONG THE EAST RIGHT-OF-WAY OF WASHINGTON AVENUE, FOR A DISTANCE OF 7.5 FEET TO A POINT;

THENCE EAST, FOR A DISTANCE OF 223.5 FEET TO THE EAST MARGIN OF SAID LOT 17, BLOCK 35 TO A POINT;

THENCE SOUTH ALONG THE EAST MARGIN OF SAID LOT 17, BLOCK 35, FOR A DISTANCE OF 7.5 FEET BACK TO THE POINT OF BEGINNING.

SAID DRAINAGE EASEMENT CONTAINS 1676.25 SQUARE FEET OR 0.038 OF AN ACRE, MORE OR LESS AND IS LOCATED IN LOT 17, BLOCK 35 AS PER SAID MAP OR PLAT ENTITLED "GULFPORT BAYOU VIEW SUBDIVISION" AND ALSO BEING A PART OF THE NW ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

DRAWING OF
DRAINAGE EASEMENT
PART OF LOT 17, BLOCK 35,
"GULFPORT BAYOU VIEW SUBDIVISION"

JOB #: 0503-21
DRAWN BY: CRT
REVISED: 4/05/2022
DATE: 8/14/2021

CITY OF GULFPORT ENGINEERING DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507

Gulfport
MISSISSIPPI

EXHIBIT

B



[Signature] J1 - GULFPORT DISTRICT
Instrument 2022-0011126-D-J1
Filed/Recorded 05/11/2022 11:06:01 AM
Total Fees 30.00
9 Pages Recorded



[Signature] 1st Judicial District
Instrument 2021 5504 D - J1
Filed/Recorded 4/23/2021 11:20 A
Total Fees \$ 30.00
9 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL EASEMENT FOR STREET RIGHT OF WAY

[Landon Road Widening Project]

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **Grantor**,

HARRISON COUNTY SCHOOL DISTRICT

11072 Highway 49
Gulfport, Mississippi 39503
Telephone: (228) 539-6500

does hereby grant, bargain, sell and convey unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual (permanent) easement for construction and maintenance of road right of way improvements and any and all utility services required therein, over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" and "B"

This Easement shall be made with consent of Lessee, LLG Enterprises, LLC.



SCANNED

This Easement is subject to any and all presently existing or recorded easements or rights-of-way affecting the property contained in said easement.

INDEXING INSTRUCTIONS: NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11
WEST, CITY OF GULFPORT, HARRISON COUNTY,
MISSISSIPPI

WITNESS OUR SIGNATURES on this the 9th day of SEPTEMBER, 2019.

HARRISON COUNTY SCHOOL DISTRICT

BY: Roy Gill
Roy Gill, Superintendent of Education

ATTEST: David Ladner
David Ladner, Board President

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of SEPTEMBER, 2019, within my jurisdiction, the within named ROY GILL, who acknowledged before me that he is the Superintendent of Education for the Harrison County School District, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of the Harrison County School District, having been first duly authorized so to act by authority of the Board of Education of the Harrison County School District.

My Commission Expires

4/4/2023



Jodi L. Trosclair
Notary Public

Exhibit "A"

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

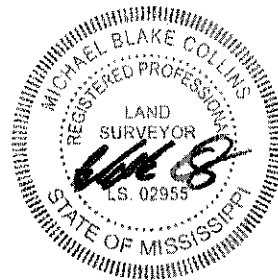
COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1490.64 FEET; THENCE RUN EAST 324.21 FEET TO A 1/2" REBAR SET ON THE NORTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 29.901 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 19+90.000 OF THE PROPOSED CENTERLINE OF LANDON ROAD AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341222.92, E 899510.59 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 03°32'01" E ALONG THE PROPOSED WEST RIGHT OF WAY LINE OF COLEMAN ROAD FOR A DISTANCE OF 49.90 FEET TO A SET 1/2" REBAR, SAID POINT BEING 20.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 19+90.000 OF SAID LANDON ROAD CENTERLINE; THENCE RUN N 36°55'57" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 58.58 FEET TO A SET 1/2" REBAR, SAID POINT BEING 30.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 10+75.000 OF THE PROPOSED CENTERLINE OF COLEMAN ROAD; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN NORTHERLY ON AND ALONG THE ARC OF A CURVE TO THE LEFT TO A SET 1/2" REBAR, SAID POINT BEING 30.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 11+71.193 OF SAID COLEMAN ROAD CENTERLINE, SAID CURVE HAVING A RADIUS OF 170.00 FEET, AN ARC LENGTH OF 81.76 FEET, A CHORD BEARING OF N 16°58'17" W, A CHORD LENGTH OF 80.98 FEET, AND A DELTA ANGLE OF 27°33'26"; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 30°45'00" W FOR A DISTANCE OF 12.81 FEET TO A SET 1/2" REBAR, SAID POINT BEING 30.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 11+84.000 OF SAID COLEMAN ROAD CENTERLINE; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 59°15'00" E FOR A DISTANCE OF 10.00 FEET TO A 1/2" REBAR SET ON THE EXISTING SOUTHWESTERLY RIGHT OF WAY LINE OF COLEMAN ROAD, SAID POINT BEING 20.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 11+84.000 OF SAID COLEMAN ROAD CENTERLINE; THENCE, LEAVING SAID PROPOSED RIGHT OF WAY LINE, RUN S 30°43'35" E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 0.51 FEET TO A SET 1/2" REBAR; THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, RUN SOUTHEASTERLY ON AND ALONG THE ARC OF A CURVE TO THE LEFT TO A SET 1/2" REBAR, SAID CURVE HAVING A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 101.18 FEET, A CHORD BEARING OF S 35°25'30"

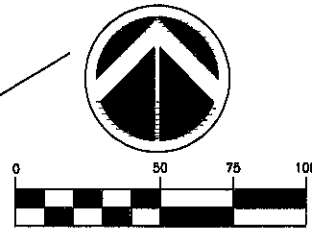
E, A CHORD LENGTH OF 101.06 FEET, AND A DELTA ANGLE OF 09°21'00"; THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, RUN S 40°06'00" E FOR A DISTANCE OF 140.89 FEET TO A 1/2" REBAR SET ON THE NORTH RIGHT OF WAY LINE OF LONDON ROAD; THENCE, LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, RUN N 88°40'57" W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 36.20 FEET TO A SET 1/2" REBAR; THENCE, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, RUN S 89°47'43" W FOR A DISTANCE OF 130.09 FEET BACK TO THE **POINT OF BEGINNING**, AND CONTAINING 0.30 ACRES (13066 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



BASIS OF BEARINGS
 THE BEARINGS ON THIS PLAT ARE
 BASED ON AND REFERENCED TO
 THE MISSISSIPPI STATE PLANE
 COORDINATE SYSTEM GRID NORTH
 (NAD83 - EAST ZONE) AS
 DERIVED USING RTK GPS
 OBSERVATIONS USING EARL DUDLEY
 CONTINUOUSLY OPERATING REFERENCE NETWORK.
 CONVERGENCE ANGLE = -00°08'05"
 COMBINED FACTOR = 0.999961125
 (COMPUTED AT N=341229.76 E=900425.90)



LLG Enterprises, LLC
 Inst 2011 2369D J1
 0809D-03-011.000

POC - FND 1/2" REBAR
 AT THE NW CORNER OF
 SECTION 16, T7S, R11W,
 GULFPORT, HARRISON CO.,
 MS N:342713.55
 E:899186.39

±13,066 Sq. Feet
 ±0.30 Acres

1490.64
 SOUTH

18+32.74

19+00

EAST
 324.21'

POB- SET 1/2"
 REBAR W/CAP
 N:341222.92
 E:899510.59

Community Baptist Church
 Inst. 2009 7089D J1
 0809D-02-008.000

Daniel & Julia Chang
 Inst. 2013 6193D J1
 0809D-02-007.000

Coleman Road
 00+00

Landon Road

Sam's Real Estate
 Business Trust
 Inst. 2008 1370D J1
 Inst. 2009 714D J1
 Inst. 2010 533D J1
 0809D-03-012.002

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	170.00'	81.76'	N 16°58'17" W	80.98'	27°33'26"	41.68'
C2	620.00'	101.18'	S 35°25'30" E	101.06'	9°21'00"	50.70'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 03°32'01" E	49.90'
L2	N 36°55'57" E	58.58'
L3	N 30°45'00" W	12.81'
L4	N 59°15'00" E	10.00'
L5	N 30°43'35" W	0.51'
L6	S 40°06'00" E	140.89'
L7	N 88°40'57" W	36.20'
L8	S 89°47'43" W	130.09'

LEGEND

- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ⊙ FOUND 1/2" REBAR
- ⊙ SET 1/2" REBAR WITH CAP



CERTIFICATION
 THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO
 BE MADE OF THE PROPERTY SHOWN HEREON AND THAT
 SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF
 MY KNOWLEDGE AND BELIEF.

MICHAEL BLAKE COLLINS, PLS
 MS LS NO. 02955
 2001 AIRPORT ROAD, SUITE 201
 FLOWOOD, MS 39232

4/8/2019

CLASS B SURVEY
 DATE OF FIELD SURVEY
 AUGUST 2018



Pickering Firm, Inc.
 Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201
 Flowood, MS 39232
 601.856.3863

LANDON ROAD
 PROPOSED R.O.W. EXHIBIT
 SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST
 GULFPORT, HARRISON COUNTY, MS

EXHIBIT B

DESCRIPTION	PROJECT #
R.O.W. EXHIBIT	25365.00
SCALE	DATE
1"=50'	04/08/2019

SHEET #
1

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

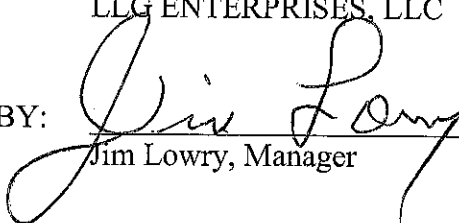
WHEREAS, LLG Enterprises, LLC ("Lessee"), holds a leasehold interest ("leasehold estate") in certain sixteenth section land owned by the Harrison County School District ("Lessor") by virtue of a Lease Agreement dated March 28, 2011, and filed of record in the land records of Harrison County, Mississippi, First Judicial District on April 5, 2011, between the Harrison County School District Board of Education and LLG Enterprises, LLC (Instrument #2011-2869-D-J1); and

WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across 13,066 square feet adjacent to the north line of existing Landon Road generally along the south line of the leasehold estate property (herein, the "Easement for Street Right-of-Way") as more fully described in Exhibits "1" and "2" hereto, and the Lessee's written consent to the Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **LLG ENTERPRISES, LLC**, as Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way and the

Temporary Construction Easement for the City of Gulfport to construct and maintain street and associated utility improvements in said easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 4th day of May, 2022.

LLG ENTERPRISES, LLC
BY: 
Jim Lowry, Manager

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of May, 2022, within my jurisdiction, the within named JIM LOWRY, who acknowledged before me that he is Manager of LLG ENTERPRISES, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of LLG ENTERPRISES, LLC, having been first duly authorized so to act.


Notary Public

My Commission Expires:



EXHIBIT "1"**RIGHT OF WAY DESCRIPTION**

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1490.64 FEET; THENCE RUN EAST 324.21 FEET TO A 1/2" REBAR SET ON THE NORTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 29.901 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 19+90.000 OF THE PROPOSED CENTERLINE OF LANDON ROAD AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341222.92, E 899510.59 AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

FROM SAID POINT OF BEGINNING, THENCE RUN N 03°32'01" E ALONG THE PROPOSED WEST RIGHT OF WAY LINE OF COLEMAN ROAD FOR A DISTANCE OF 49.90 FEET TO A SET 1/2" REBAR, SAID POINT BEING 20.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 19+90.000 OF SAID LANDON ROAD CENTERLINE; THENCE RUN N 36°55'57" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 58.58 FEET TO A SET 1/2" REBAR, SAID POINT BEING 30.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 10+75.000 OF THE PROPOSED CENTERLINE OF COLEMAN ROAD; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN NORTHERLY ON AND ALONG THE ARC OF A CURVE TO THE LEFT TO A SET 1/2" REBAR, SAID POINT BEING 30.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 11+71.193 OF SAID COLEMAN ROAD CENTERLINE, SAID CURVE HAVING A RADIUS OF 170.00 FEET, AN ARC LENGTH OF 81.76 FEET, A CHORD BEARING OF N 16°58'17" W, A CHORD LENGTH OF 80.98 FEET, AND A DELTA ANGLE OF 27°33'26"; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 30°45'00" W FOR A DISTANCE OF 12.81 FEET TO A SET 1/2" REBAR, SAID POINT BEING 30.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 11+84.000 OF SAID COLEMAN ROAD CENTERLINE; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 59°15'00" E FOR A DISTANCE OF 10.00 FEET TO A 1/2" REBAR SET ON THE EXISTING SOUTHWESTERLY RIGHT OF WAY LINE OF COLEMAN ROAD, SAID POINT BEING 20.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 11+84.000 OF SAID COLEMAN ROAD CENTERLINE; THENCE, LEAVING SAID PROPOSED RIGHT OF WAY LINE, RUN S 30°43'35" E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 0.51 FEET TO A SET 1/2" REBAR; THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, RUN SOUTHEASTERLY ON AND ALONG THE ARC OF A CURVE TO THE LEFT TO A SET 1/2" REBAR, SAID CURVE HAVING A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 101.18 FEET, A CHORD BEARING OF S 35°25'30" E, A CHORD LENGTH OF 101.06 FEET, AND A DELTA ANGLE OF 09°21'00"; THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, RUN S 40°06'00" E FOR A DISTANCE OF 140.89 FEET TO A 1/2" REBAR SET ON THE NORTH RIGHT OF WAY LINE OF LANDON ROAD; THENCE, LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, RUN N 88°40'57" W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 36.20 FEET TO A SET 1/2" REBAR; THENCE, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, RUN S

89°47'43" W FOR A DISTANCE OF 130.09 FEET BACK TO THE POINT OF BEGINNING, AND CONTAINING 0.30 ACRES (13066 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC. 2001 AIRPORT ROAD, SUITE 201 FLOWOOD, MS 39232 (601) 956-3663



SCANNED



Johnston 1st Judicial District
Instrument 2021 9757 D - J1
Filed/Recorded 7/7/2021 01:57 P
Total Fees \$ 31.00
10 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL EASEMENT FOR STREET RIGHT OF WAY

[Landon Road Widening Project]
[Anchor Development – East]

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **Grantor**,

HARRISON COUNTY SCHOOL DISTRICT

11072 Highway 49
Gulfport, Mississippi 39503
Telephone: (228) 539-6500

does hereby grant, bargain, sell and convey unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual (permanent) easement for construction and maintenance of road right of way improvements and any and all utility services required therein, over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" and "B"

This Easement shall be made with consent of Lessee, Anchor Development, LLC.

This Easement is subject to any and all presently existing or recorded easements or rights-of-way affecting the property contained in said easement.

INDEXING INSTRUCTIONS: NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11
WEST, CITY OF GULFPORT, HARRISON COUNTY,
MISSISSIPPI

WITNESS OUR SIGNATURES on this the 28 day of JUNE, 2021.



HARRISON COUNTY SCHOOL DISTRICT

BY:

Roy Gill

Roy Gill, Superintendent of Education

ATTEST:

Barbara J. Thomas

David Ladner, Board President

BARBARA J. THOMAS

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of JUNE, 2021, within my jurisdiction, the within named ROY GILL, who acknowledged before me that he is the Superintendent of Education for the Harrison County School District, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of the Harrison County School District, having been first duly authorized so to act by authority of the Board of Education of the Harrison County School District.

Jodi L. Trosclair

Notary Public

My Commission Expires:

4/4/2023

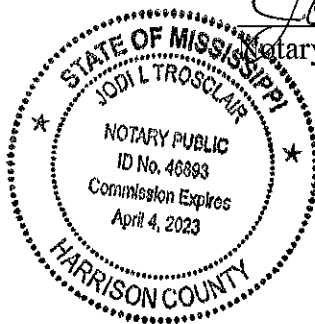


Exhibit "A"

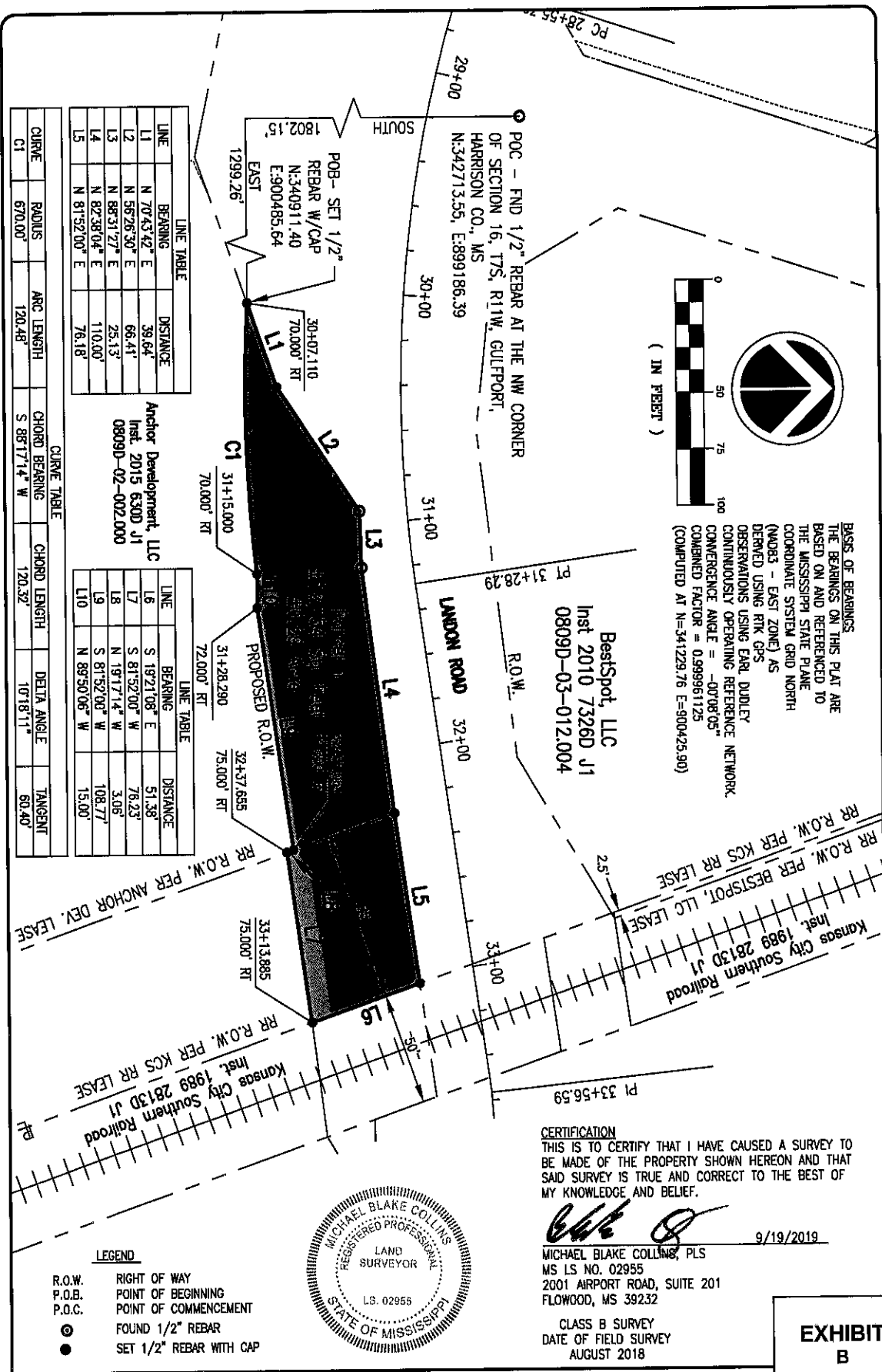
A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1802.15 FEET; THENCE RUN EAST 1299.26 FEET TO A 1/2" REBAR SET ON THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 70.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 30+07.110 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340911.40, E 900485.64 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 70°43'42" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 39.64 FEET TO SET A 1/2" REBAR; THENCE, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN N 56°26'30" E FOR A DISTANCE OF 66.41 FEET TO A FOUND 1/2" REBAR; THENCE, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN N 88°31'27" E FOR A DISTANCE OF 25.13 FEET TO A FOUND 1/2" REBAR; THENCE, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN N 82°38'04" E FOR A DISTANCE OF 110.00 FEET TO A 1/2" REBAR SET ON THE EAST LINE OF THE ANCHOR DEVELOPMENT, LLC PROPERTY DESCRIBED IN INSTRUMENT 2015 630D J1; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN N 81°52'00" E FOR A DISTANCE OF 76.18 FEET TO A 1/2" REBAR SET ON THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD AS DESCRIBED IN INSTRUMENT 1989 2813D J1; THENCE RUN S 19°21'08" E ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 51.38 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+13.885; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN S 81°52'00" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 76.23 FEET TO A 1/2" REBAR SET ON THE EAST LINE OF SAID ANCHOR DEVELOPMENT, LLC PROPERTY, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 32+37.655; THENCE RUN N 19°17'14" W ALONG SAID EAST LINE AND SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 3.06 FEET TO A SET 1/2" REBAR, SAID POINT BEING 72.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 32+37.064; THENCE, LEAVING SAID EAST LINE, RUN S 81°52'00" W ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 108.77 FEET TO A SET 1/2" REBAR, SAID POINT BEING 72.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 31+28.290; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 89°50'06" W FOR A DISTANCE OF 15.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 70.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 31+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT BACK TO THE **POINT OF BEGINNING**, SAID CURVE HAVING A RADIUS OF 670.00 FEET, AN ARC LENGTH OF 120.48 FEET, A CHORD BEARING OF S 88°17'14" W, A CHORD LENGTH OF 120.32 FEET, AND A DELTA ANGLE OF 10°18'11"; AND CONTAINING 0.29 ACRE (12,754 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 9/19/2019
(PFI JOB NO. 25365.00).
PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 70°43'42" E	39.64'
L2	N 56°26'30" E	66.41'
L3	N 88°51'27" E	25.13'
L4	N 82°38'04" E	110.00'
L5	N 81°52'00" E	76.18'

Anchor Development, LLC
Inst. 2015 630D J1
0809D-02-002.000

LINE TABLE		
LINE	BEARING	DISTANCE
L6	S 19°21'08" E	51.38'
L7	S 81°52'00" W	76.23'
L8	N 19°17'14" W	3.06'
L9	S 81°52'00" W	108.77'
L10	N 89°50'06" W	15.00'

CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C1	670.00'	120.48'	S 88°17'14" W

RR R.O.W. PER KCS RR LEASE
RR R.O.W. PER BESTSPOT, LLC LEASE
Kansas City Southern Railroad
Inst. 1989 2813D J1
RR R.O.W. PER KCS RR LEASE
Kansas City Southern Railroad
Inst. 1989 2813D J1
RR R.O.W. PER KCS RR LEASE

- LEGEND**
- RIGHT OF WAY
 - POINT OF BEGINNING
 - POINT OF COMMENCEMENT
 - FOUND 1/2" REBAR
 - SET 1/2" REBAR WITH CAP



CERTIFICATION
THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE OF THE PROPERTY SHOWN HEREON AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]
MICHAEL BLAKE COLLINS, PLS
MS LS NO. 02955
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232

9/19/2019

CLASS B SURVEY
DATE OF FIELD SURVEY
AUGUST 2018

**EXHIBIT
B**

Pickering
Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
2001 Airport Road, Suite 201
Flowood, MS 39232
801.956.3863

LANDON ROAD PROPOSED R.O.W. EXHIBIT SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST GULFPORT, HARRISON COUNTY, MS		
DESCRIPTION	PROJECT #	SHEET #
R.O.W. EXHIBIT	25365.00	1
SCALE	DATE	
1"=50'	09/19/2019	

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

WHEREAS, Anchor Development, LLC ("Lessee"), holds a leasehold interest in certain sixteenth section land owned by the Harrison County School District ("Lessor") by virtue of a Lease Agreement dated October 28, 2014, between the Harrison County School District Board of Education and Anchor Development, LLC (Instrument #2015-1072-D-J1); and

WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across 12,754 square feet adjacent to the south line of existing Landon Road along the north line of the leasehold estate property (herein, the "Easement for Street Right-of-Way") as more fully described in Exhibits "1" and "2" hereto, and the Lessee's written consent to the Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Anchor Development, LLC**, as Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way for the City of Gulfport to construct and maintain street and associated utility improvements in said

easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 4 day of June 2021.

ANCHOR DEVELOPMENT, LLC
BY: [Signature]
John Tampa, Manager

STATE OF GA
COUNTY OF Gwinnett

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4 day of June, 2021, within my jurisdiction, the within named JOHN TAMPA, who acknowledged before me that he is the Manager of ANCHOR DEVELOPMENT, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of ANCHOR DEVELOPMENT, LLC, having been first duly authorized so to act.

Mariana D Cristea
Notary Public

My Commission Expires:
8-6-2024

MARIANA D CRISTEA
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires 8/6/2024

EXHIBIT "1"**ANCHOR DEVELOPMENT, LLC
RIGHT OF WAY DESCRIPTION**

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

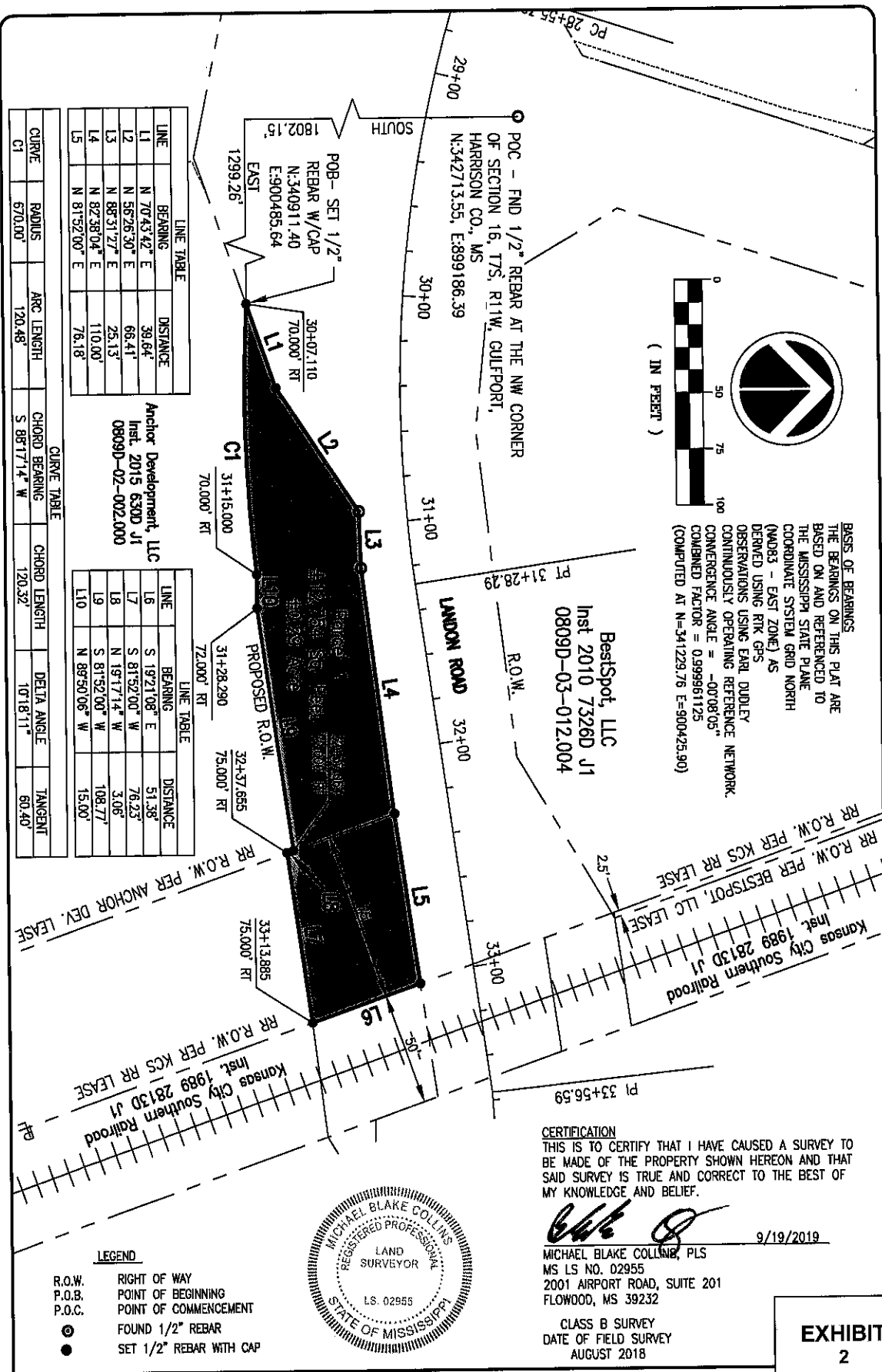
A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1802.15 FEET; THENCE RUN EAST 1299.26 FEET TO A 1/2" REBAR SET ON THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 70.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 30+07.110 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340911.40, E 900485.64 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 70°43'42" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 39.64 FEET TO SET A 1/2" REBAR; THENCE, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN N 56°26'30" E FOR A DISTANCE OF 66.41 FEET TO A FOUND 1/2" REBAR; THENCE, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN N 88°31'27" E FOR A DISTANCE OF 25.13 FEET TO A FOUND 1/2" REBAR; THENCE, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN N 82°38'04" E FOR A DISTANCE OF 110.00 FEET TO A 1/2" REBAR SET ON THE EAST LINE OF THE ANCHOR DEVELOPMENT, LLC PROPERTY DESCRIBED IN INSTRUMENT 2015 630D J1; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN N 81°52'00" E FOR A DISTANCE OF 76.18 FEET TO A 1/2" REBAR SET ON THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD AS DESCRIBED IN INSTRUMENT 1989 2813D J1; THENCE RUN S 19°21'08" E ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 51.38 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+13.885; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN S 81°52'00" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 76.23 FEET TO A 1/2" REBAR SET ON THE EAST LINE OF SAID ANCHOR DEVELOPMENT, LLC PROPERTY, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 32+37.655; THENCE RUN N 19°17'14" W ALONG SAID EAST LINE AND SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 3.06 FEET TO A SET 1/2" REBAR, SAID POINT BEING 72.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 32+37.064; THENCE, LEAVING SAID EAST LINE, RUN S 81°52'00" W ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 108.77 FEET TO A SET 1/2" REBAR, SAID POINT BEING 72.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 31+28.290; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 89°50'06" W FOR A DISTANCE OF 15.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 70.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 31+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT BACK TO THE **POINT OF BEGINNING**, SAID CURVE HAVING A RADIUS OF 670.00 FEET, AN ARC LENGTH OF 120.48 FEET, A CHORD BEARING OF S 88°17'14" W, A CHORD LENGTH OF 120.32 FEET, AND A DELTA ANGLE OF 10°18'11"; AND CONTAINING 0.29 ACRE (12,754 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 9/19/2019
(PFI JOB NO. 25365.00).
PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



10



Pickering

Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
2001 Airport Road, Suite 201
Flowood, MS 39232
801.956.3693

LANDON ROAD PROPOSED R.O.W. EXHIBIT SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST GULFPORT, HARRISON COUNTY, MS		
DESCRIPTION	PROJECT	SHEET
R.O.W. EXHIBIT	25365.00	1
SCALE	DATE	
1"=50'	09/19/2019	



SCANNED



J. J. J. J1 - GULFPORT DISTRICT
Instrument 2022-0004402-D-J1
Filed/Recorded 02/24/2022 2:40:01 PM
Total Fees 42.00
21 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL EASEMENT FOR STREET RIGHT OF WAY

and

TEMPORARY CONSTRUCTION EASEMENT

[Landon Road Widening Project]

[Anchor Development – West of Daniel Boulevard]

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **Grantor**,

HARRISON COUNTY SCHOOL DISTRICT

11072 Highway 49
Gulfport, Mississippi 39503
Telephone: (228) 539-6500

does hereby grant, bargain, sell and convey unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual (permanent) easement for construction and maintenance of road right of way improvements and any and all utility services required therein, and a temporary construction easement for access to construct the project, over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" and "B"

These Easements shall be made with consent of Lessee, Anchor Development, LLC, and, where applicable, Sub-Lessee, Gulf Breeze Properties II, LLC, and Snappy Investments Gulfport, LLC.

These Easements are subject to any and all presently existing or recorded easements or rights-of-way affecting the property contained in said easement.

INDEXING INSTRUCTIONS: NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

WITNESS OUR SIGNATURES on this the 23 day of AUGUST, 2021.



HARRISON COUNTY SCHOOL DISTRICT

BY: Mitchell King
Mitchell King, Superintendent of Education

ATTEST: David Ladner
David Ladner, Board Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23RD day of AUGUST, 2021, within my jurisdiction, the within named MITCHELL KING, who acknowledged before me that he is the Superintendent of Education for the Harrison County School District, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of the Harrison County School District, having been first duly authorized so to act by authority of the Board of Education of the Harrison County School District.

Jodi L. Trosclair
Notary Public

My Commission Expires:

4/4/2023



Exhibit "A"

ANCHOR DEVELOPMENT, LLC RIGHT OF WAY DESCRIPTION

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1566.67 FEET; THENCE RUN EAST 659.47 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY WITH THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341146.88, E 899845.86 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL. FROM SAID **POINT OF BEGINNING**, THENCE RUN S 72°21'11" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 144.70 FEET TO A FOUND 3/4" BOLT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°48'17" E FOR A DISTANCE OF 251.18 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 19°51'53" W FOR A DISTANCE OF 15.01 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°45'29" E FOR A DISTANCE OF 133.59 FEET TO A FOUND 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 13°08'52" W FOR A DISTANCE OF 57.12 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 95.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+72.769; THENCE LEAVING THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, RUN N 51°14'59" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 27.31 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+50.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 70.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+80.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 64°56'30" W FOR A DISTANCE OF 80.62 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+00.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 85.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN S 17°56'00" W FOR A DISTANCE OF 10.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 20.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 25+95.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 17°56'00" E FOR A DISTANCE OF 10.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 25+95.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 252.83 FEET TO A 1/2" REBAR SET ON THE WEST LINE OF THE GRANTOR'S PROPERTY; THENCE, LEAVING SAID PROPOSED RIGHT OF WAY LINE, RUN N 17°32'07" E ALONG THE GRANTOR'S WEST PROPERTY LINE FOR A DISTANCE OF 53.37

FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.64 ACRE (27,924 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).
 PICKERING FIRM, INC.
 2001 AIRPORT ROAD, SUITE 201
 FLOWOOD, MS 39232
 (601)956-3663

ANCHOR DEVELOPMENT, LLC

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961425 AND A CONVERGENCE ANGLE OF -00°08'05".

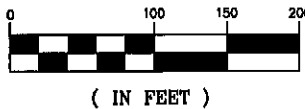
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COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1566.67 FEET; THENCE RUN EAST 659.47 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY WITH THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341146.88, E 899845.86; THENCE RUN S 72°21'11" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 144.70 FEET TO A FOUND 3/4" BOLT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°48'17" E FOR A DISTANCE OF 251.18 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 19°51'53" W FOR A DISTANCE OF 15.01 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°45'29" E FOR A DISTANCE OF 133.59 FEET TO A FOUND 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 13°08'52" W FOR A DISTANCE OF 57.12 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 95.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+72.769; THENCE LEAVING THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, RUN N 51°14'59" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 27.31 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+50.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 70.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+80.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 64°56'30" W FOR A DISTANCE OF 80.62 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+00.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+60.000 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340998.13, E 900132.16 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL. FROM SAID **POINT OF BEGINNING**, THENCE RUN N 72°04'00" W ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION

26+20.000; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, RUN S 17°56'00" W FOR A DISTANCE OF 5.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 80.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+20.000; THENCE RUN S 72°04'00" E FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 80.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+60.000; THENCE RUN N 17°56'00" E FOR A DISTANCE OF 5.00 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.005 ACRE (200 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).
PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663

BASIS OF BEARINGS
 THE BEARINGS ON THIS PLAT ARE
 BASED ON AND REFERENCED TO
 THE MISSISSIPPI STATE PLANE
 COORDINATE SYSTEM GRID NORTH
 (NAD83 - EAST ZONE) AS
 DERIVED USING RTK GPS
 OBSERVATIONS USING EARL DUDLEY
 CONTINUOUSLY OPERATING REFERENCE NETWORK.
 CONVERGENCE ANGLE = -00°08'05"
 COMBINED FACTOR = 0.999961125
 (COMPUTED AT N=341229.76 E=900425.90)

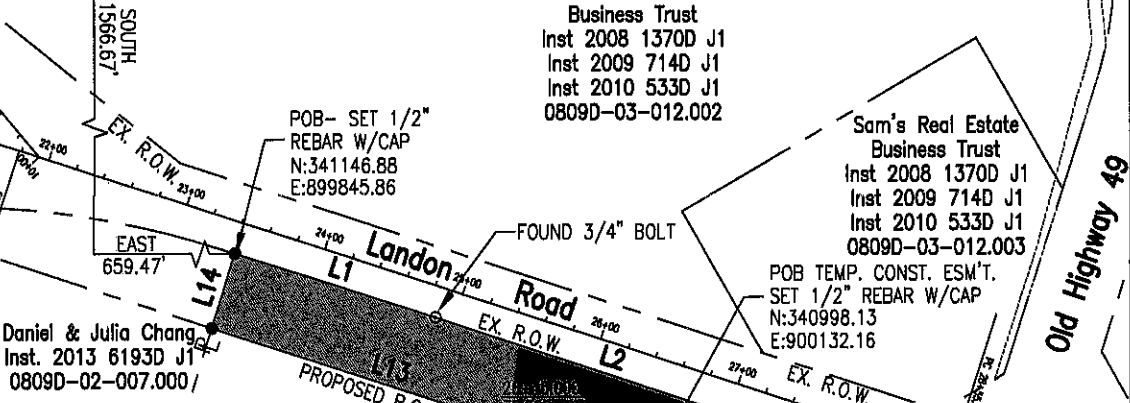


Sanitary Sewer Easement
 Inst. 2009 1889D J1

POC - FND 1/2" REBAR AT THE NW CORNER
 OF SECTION 16, T7S, R11W, GULFPORT,
 HARRISON CO., MS
 N:342713.55, E:899186.39

Sam's Real Estate
 Business Trust
 Inst 2008 1370D J1
 Inst 2009 714D J1
 Inst 2010 533D J1
 0809D-03-012.002

Sam's Real Estate
 Business Trust
 Inst 2008 1370D J1
 Inst 2009 714D J1
 Inst 2010 533D J1
 0809D-03-012.003



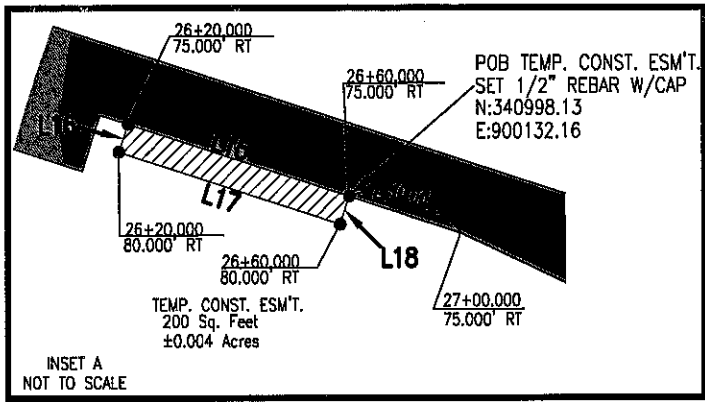
LINE	BEARING	DISTANCE
L1	S 72°21'11" E	144.70'
L2	S 71°48'17" E	251.18'
L3	S 19°51'53" W	15.01'
L4	S 71°45'29" E	133.59'
L5	S 13°08'52" W	57.12'
L6	N 51°14'59" W	27.31'
L7	N 72°04'00" W	70.00'
L8	N 64°56'30" W	80.62'
L9	N 72°04'00" W	85.00'
L10	S 17°56'00" W	10.00'
L11	N 72°04'00" W	20.00'
L12	N 17°56'00" E	10.00'
L13	N 72°04'00" W	252.83'
L14	N 17°32'07" E	53.37'
L15	N 72°04'00" W	40.00'
L16	S 17°56'00" W	5.00'
L17	S 72°04'00" E	40.00'
L18	N 17°56'00" E	5.00'

Anchor Development, LLC
 Inst. 2015 630D J1
 0809D-02-002.000

LEGEND

- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- FOUND 1/2" REBAR
- SET 1/2" REBAR WITH CAP

80'
 Potter's Wings Realty
 Ingress, Egress, Drainage,
 and
 Utility Easement
 Inst 2015 1458D J1



CERTIFICATION
 THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO
 BE MADE OF THE PROPERTY SHOWN HEREON AND THAT
 SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF
 MY KNOWLEDGE AND BELIEF.

Michael Blake Collins
 4/8/2019
 MICHAEL BLAKE COLLINS, PLS
 MS LS NO. 02955
 2001 AIRPORT ROAD, SUITE 201
 FLOWOOD, MS 39232

CLASS B SURVEY
 DATE OF FIELD SURVEY
 AUGUST 2018



Pickering Firm, Inc.
 Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201
 Flowood, MS 39232
 601.956.3883

LANDON ROAD
 PROPOSED R.O.W. EXHIBIT
 SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST
 GULFPORT, HARRISON COUNTY, MS

**EXHIBIT
 B**

DESCRIPTION	R.O.W. EXHIBIT	PROJECT #	25365.00	SHEET #	1
SCALE	1"=50'	DATE	04/08/2019		

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

WHEREAS, Anchor Development, LLC ("Lessee"), holds a leasehold interest in certain sixteenth section land owned by the Harrison County School District ("Lessor") by virtue of a Lease Agreement dated October 28, 2014, between the Harrison County School District Board of Education and Anchor Development, LLC (Instrument #2015-1072-D-J1) and by virtue of an Assignment and Amended Lease Agreement between Avery Investments, LLC, Anchor Development, LLC, and the Harrison County School District (Instrument #2010-6585-D-J1); and

WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across 27,924 square feet adjacent to the south line of existing Landon Road along the north line of the leasehold estate property (herein, the "Easement for Street Right-of-Way") as more fully described in Exhibits "1" and "3" hereto and a Temporary Construction Easement over, under and across 200 square feet adjacent to the Easement for Street Right-of-Way as more fully described in Exhibits "2" and "3" hereto, and the Lessee's written consent to the Easement for Street Right-of-Way and the Temporary Construction Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Anchor Development, LLC, as Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way and the Temporary Construction Easement as described herein for the City of Gulfport to construct and maintain street and associated utility improvements in said easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 4 day of June 2021.

ANCHOR DEVELOPMENT, LLC
BY: [Signature]
John Tampa, Manager

STATE OF GA
COUNTY OF Gwinnett

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4 day of June, 2021, within my jurisdiction, the within named JOHN TAMPA, who acknowledged before me that he is the Manager of ANCHOR DEVELOPMENT, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of ANCHOR DEVELOPMENT, LLC, having been first duly authorized so to act.

Mariana D Cristea
Notary Public

My Commission Expires:
8-6-2024

MARIANA D CRISTEA
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires 8/6/2024

EXHIBIT "1"**ANCHOR DEVELOPMENT, LLC
RIGHT OF WAY DESCRIPTION
PARCEL 2**

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1566.67 FEET; THENCE RUN EAST 659.47 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY WITH THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341146.88, E 899845.86 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL. FROM SAID **POINT OF BEGINNING**, THENCE RUN S 72°21'11" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 144.70 FEET TO A FOUND 3/4" BOLT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°48'17" E FOR A DISTANCE OF 251.18 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 19°51'53" W FOR A DISTANCE OF 15.01 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°45'29" E FOR A DISTANCE OF 133.59 FEET TO A FOUND 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 13°08'52" W FOR A DISTANCE OF 57.12 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 95.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+72.769; THENCE LEAVING THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, RUN N 51°14'59" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 27.31 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+50.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 70.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+80.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 64°56'30" W FOR A DISTANCE OF 80.62 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+00.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 85.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN S 17°56'00" W FOR A DISTANCE OF 10.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 20.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 25+95.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 17°56'00" E FOR A DISTANCE OF 10.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 25+95.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 252.83 FEET TO A 1/2" REBAR SET ON THE WEST LINE OF THE

GRANTOR'S PROPERTY; THENCE, LEAVING SAID PROPOSED RIGHT OF WAY LINE, RUN N 17°32'07" E ALONG THE GRANTOR'S WEST PROPERTY LINE FOR A DISTANCE OF 53.37 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.64 ACRE (27,924 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).
PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601)956-3663



EXHIBIT "2"

ANCHOR DEVELOPMENT, LLC

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1566.67 FEET; THENCE RUN EAST 659.47 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY WITH THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341146.88, E 899845.86; THENCE RUN S 72°21'11" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 144.70 FEET TO A FOUND 3/4" BOLT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°48'17" E FOR A DISTANCE OF 251.18 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 19°51'53" W FOR A DISTANCE OF 15.01 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°45'29" E FOR A DISTANCE OF 133.59 FEET TO A FOUND 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 13°08'52" W FOR A DISTANCE OF 57.12 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 95.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+72.769; THENCE LEAVING THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, RUN N 51°14'59" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 27.31 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+50.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 70.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+80.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 64°56'30" W FOR A DISTANCE OF 80.62 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+00.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+60.000 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340998.13, E 900132.16 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 72°04'00" W ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+20.000; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, RUN S 17°56'00" W FOR A DISTANCE OF 5.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 80.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+20.000; THENCE RUN S 72°04'00" E FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 80.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+60.000; THENCE RUN N 17°56'00" E FOR A DISTANCE OF 5.00 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.005 ACRE (200 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019
(PFI JOB NO. 25365.00).
PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663

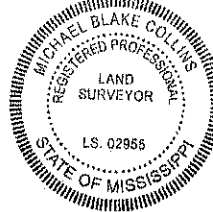


BASIS OF BEARINGS

THE BEARINGS ON THIS PLAT ARE
BASED ON AND REFERENCED TO
THE MISSISSIPPI STATE PLANE
COORDINATE SYSTEM GRID NORTH
(NAD83 - EAST ZONE) AS
DERIVED USING RTK GPS
OBSERVATIONS USING EARL DUDLEY
CONTINUOUSLY OPERATING REFERENCE NETWORK.
CONVERGENCE ANGLE = -00°08'05"
COMBINED FACTOR = 0.999961125
(COMPUTED AT N=341229.76 E=900425.90)



(IN FEET)



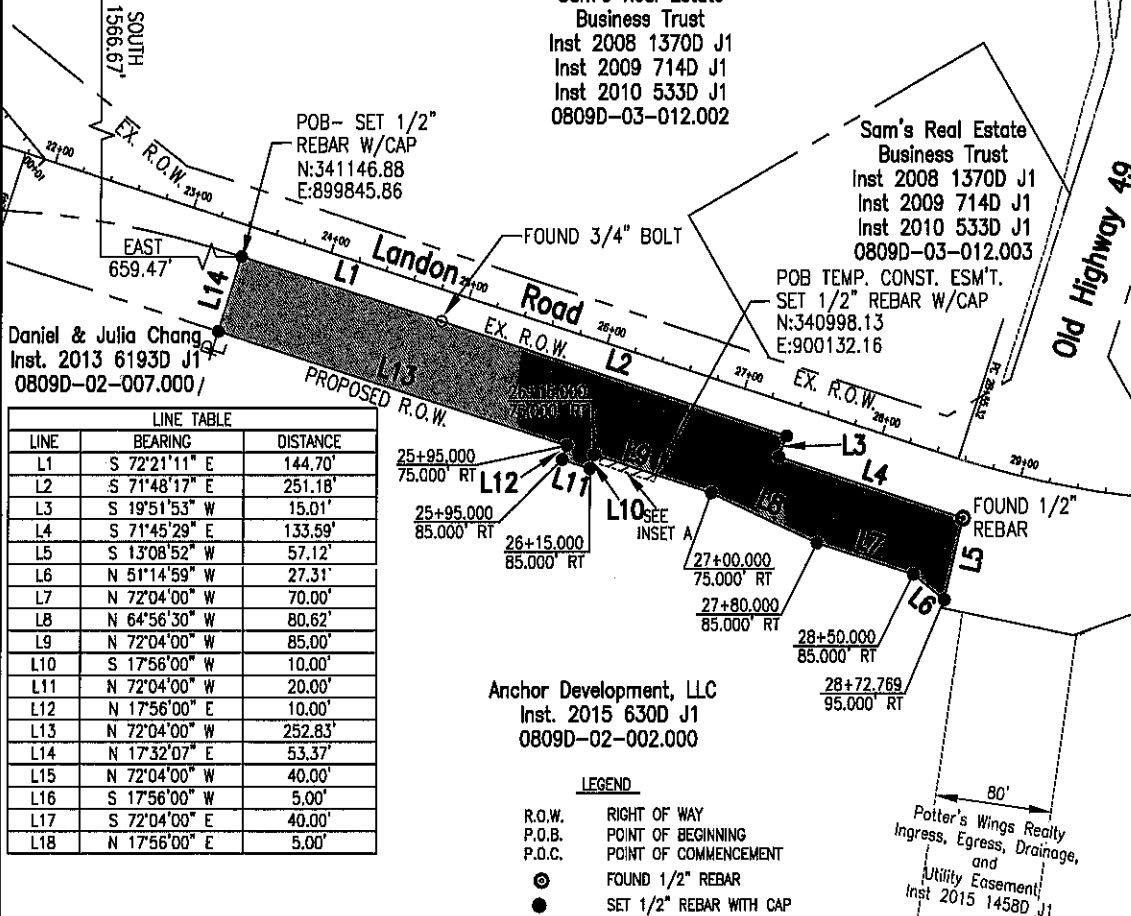
Sanitary Sewer Easement
Inst 2009 18890 J1

POC - FND 1/2" REBAR AT THE NW CORNER
OF SECTION 16, T7S, R11W, GULFPORT,
HARRISON CO., MS
N:342713.55, E:899186.39

Sam's Real Estate
Business Trust
Inst 2008 1370D J1
Inst 2009 714D J1
Inst 2010 533D J1
0809D-03-012.002

Sam's Real Estate
Business Trust
Inst 2008 1370D J1
Inst 2009 714D J1
Inst 2010 533D J1
0809D-03-012.003

POB TEMP. CONST. ESM'T.
SET 1/2" REBAR W/CAP
N:340998.13
E:900132.16



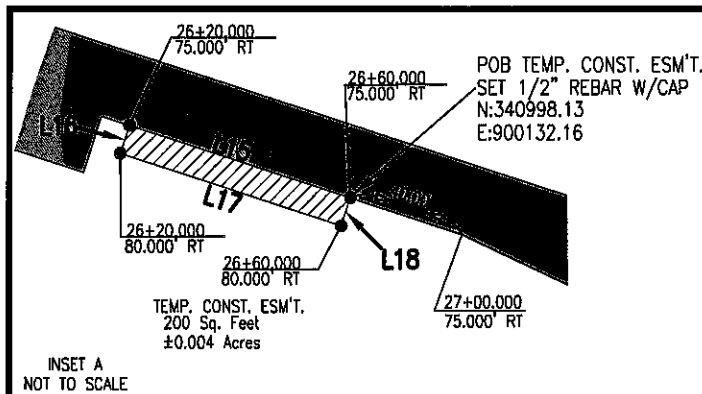
LINE	BEARING	DISTANCE
L1	S 72°21'11" E	144.70'
L2	S 71°48'17" E	251.18'
L3	S 19°51'53" W	15.01'
L4	S 71°45'29" E	133.59'
L5	S 13°08'52" W	57.12'
L6	N 51°14'59" W	27.31'
L7	N 72°04'00" W	70.00'
L8	N 64°56'30" W	80.62'
L9	N 72°04'00" W	85.00'
L10	S 17°56'00" W	10.00'
L11	N 72°04'00" W	20.00'
L12	N 17°56'00" E	10.00'
L13	N 72°04'00" W	252.83'
L14	N 17°32'07" E	53.37'
L15	N 72°04'00" W	40.00'
L16	S 17°56'00" W	5.00'
L17	S 72°04'00" E	40.00'
L18	N 17°56'00" E	5.00'

Anchor Development, LLC
Inst. 2015 630D J1
0809D-02-002.000

LEGEND

- R.O.W. RIGHT OF WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
● FOUND 1/2" REBAR
● SET 1/2" REBAR WITH CAP

80'
Potter's Wings Realty
Ingress, Egress, Drainage,
and
Utility Easement
Inst 2015 1458D J1

**CERTIFICATION**

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO
BE MADE OF THE PROPERTY SHOWN HEREON AND THAT
SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE AND BELIEF.

Michael Blake Collins
MICHAEL BLAKE COLLINS, PLS
MS LS NO. 02955
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232

4/8/2019

CLASS B SURVEY
DATE OF FIELD SURVEY
AUGUST 2018



Pickering

Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
2001 Airport Road, Suite 201
Flowood, MS 39232
601.956.3663

LANDON ROAD
PROPOSED R.O.W. EXHIBIT
SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS

DESCRIPTION	PROJECT #
R.O.W. EXHIBIT	25365.00
SCALE	DATE
1"=50'	04/08/2019

EXHIBIT
3

SHEET #
1

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SUB-LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

WHEREAS, Gulf Breeze Properties II, LLC ("Sub-Lessee"), holds a sub-leasehold interest in certain sixteenth section land owned by the Harrison County School District ("Lessor") by virtue of a Sub-Lease Agreement dated May 24, 2021, between Anchor Development, LLC ("Lessee") and Sub-Lessee (which was filed for record on March 6, 2009, and recorded at Instrument No. 2009-1581-D-J1), which Sub-Lease Agreement was amended by an Amendment to Gulf Breeze Properties II, LLC, 2009 Sub-Lease Agreement on or about May 24, 2021 (which was filed for record on June 30, 2021, and recorded at Instrument No. 2021-9366-D-J1); and

WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across approximately 7,167 square feet adjacent to the south line of existing Landon Road along the north line of the leasehold estate property (herein, the "Easement for Street Right-of-Way") as more fully described in Exhibit "1" hereto, and the Sub-Lessee's written consent to the Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Gulf Breeze Properties II, LLC**, as Sub-Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way for the City of Gulfport to construct and maintain street and associated utility improvements in said easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 9th day of Nov., 2021.

GULF BREEZE PROPERTIES II, LLC

BY: Robert A. Braun
Robert A. Braun, Manager

STATE OF Mississippi
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of Nov., 2021, within my jurisdiction, the within named ROBERT A. BRAUN, who acknowledged before me that he is the Manager of GULF BREEZE PROPERTIES II, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of GULF BREEZE PROPERTIES II, LLC, having been first duly authorized so to act.

My Commission Expires:

July 18, 2022



EXHIBIT "1"

A PARCEL OF LAND SITUATED IN THE SW ¼ OF THE NW ¼ OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AS SHOWN ON THE PLAT OF SURVEY PREPARED BY PATRICK MARTINO PLS INC. DATED MAY 4, 2011 AND REVISED MAY 11, 2021 (GEODETIC BEARINGS USED DURING SURVEY BASED ON RTK GPS OBSERVATION) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1" IRON ROD FOUND IN CONCRETE AT THE APPARENT SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, N00°05'16"W 930.30 FEET TO A 1/2" IRON ROD FOUND; THENCE S89°58'09"E 502.22 FEET TO A 1/2" IRON ROD FOUND, SITUATED ON THE SOUTH LINE OF A PARCEL DESCRIBED IN THE 16TH SECTION PUBLIC SCHOOL TRUST LANDS COMMERCIAL LEASE AGREEMENT, RECORDED IN DEED INSTRUMENT #2009-1740-D-J1; THENCE ALONG SAID SOUTH LINE, S76°11'58"E 102.72 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID COMMERCIAL LEASE AGREEMENT PARCEL, THENCE ALONG THE EAST LINE OF SAID COMMERCIAL LEASE AGREEMENT PARCEL, N17°31'55"E 156.67 FEET TO A CAPPED 1/2" IRON ROD FOUND (STAMPED: COA 116) ON THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD; THENCE S72°02'46"E 116.50 FEET ALONG THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD TO A CAPPED 1/2" IRON ROD FOUND (STAMPED: MARTINO PLS 2838) ON THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD FOR THE POINT OF BEGINNING; THENCE N17°27'37"E 53.89 FEET TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838) ON THE EXISTING RIGHT-OF-WAY OF LANDON ROAD; THENCE S72°35'33"E 28.26 FEET ALONG THE EXISTING RIGHT-OF-WAY OF LANDON ROAD TO A 1" BOLT FOUND; THENCE S71°56'33"E 104.29 FEET ALONG THE EXISTING RIGHT-OF-WAY OF LANDON ROAD TO A 1/2" IRON ROD FOUND; THENCE S15°52'45"W 9.99 FEET TO A 1/2" IRON ROD FOUND; THENCE S17°17'43"W 43.95 FEET TO A POINT ON THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD; THENCE N72°02'46"W 132.95 FEET ALONG THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD AND BACK TO THE POINT OF BEGINNING.

THE PROPOSED RIGHT-OF-WAY 7,176 SQUARE FEET OR 0.165 OF AN ACRE, MORE OR LESS.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SUB-LESSEE’S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

WHEREAS, Snappy Investments Gulfport, LLC (“Sub-Lessee”), holds a sub-leasehold interest in certain sixteenth section land owned by the Harrison County School District (“Lessor”) by virtue of a Sub-Lease Agreement dated May 24,2021, between Anchor Development, LLC (“Sub-Lessor”) and Sub-Lessee (which was filed for record on June 30, 2021, and recorded at Instrument No. 2021-9367-D-J1), which Sub-Lease Agreement was amended by an Amended and Restated Sub-Lease Agreement between Sub-Lessor and Sub-lessee on or about July 26, 2021 (which was filed for record on August 18, 2021, and recorded at Instrument No. 2021-12006-D-J1); and

WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across an area of real property adjacent to the south line of existing Landon Road along the north line of the leasehold estate property (herein, the “Easement for Street Right-of-Way”) as more fully described in Exhibits “1” and “2” hereto, which area of real property is subject to the aforementioned Amended and Restated Sub-Lease Agreement, and the Sub-Lessee’s written consent to the Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, SNAPPY INVESTMENTS GULFPORT, LLC, as Sub-Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way for the City of Gulfport to construct and maintain a roadway/street and associated utility improvements in said easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 16th day of February 2022.

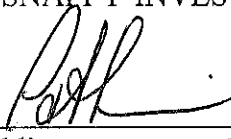
SNAPPY INVESTMENTS GULFPORT, LLC

BY: 
Bruce Lacey, Member

BY: 
Rebecca Lacey, Member

STATE OF Mississippi
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of February, 2022, within my jurisdiction, the within named BRUCE LACEY, who acknowledged before me that he is a member of SNAPPY INVESTMENTS GULFPORT, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing for and on behalf of SNAPPY INVESTMENTS GULFPORT, LLC, having been first duly authorized so to act.

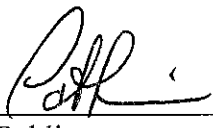

Notary Public

My Commission Expires:
1/15/2023



STATE OF Mississippi
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of February, 2022, within my jurisdiction, the within named REBECCA LACEY, who acknowledged before me that she is a member of SNAPPY INVESTMENTS GULFPORT, LLC, and that she signed, executed and delivered the above and foregoing instrument in writing for and on behalf of SNAPPY INVESTMENTS GULFPORT, LLC, having been first duly authorized so to act.


Notary Public

My Commission Expires:
1/15/2023



EXHIBIT "1"

A PARCEL OF LAND SITUATED IN THE SW ¼ OF THE NW ¼ OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AS SHOWN ON THE PLAT OF SURVEY PREPARED BY PATRICK MARTINO PLS INC. DATED MAY 4, 2021 AND REVISED MAY 11, 2021 AND ALSO REVISED JULY 3, 2021 (GEODETIC BEARINGS USED DURING SURVEY BASED ON RTK GPS OBSERVATION) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1" IRON ROD FOUND IN CONCRETE AT THE APPARENT SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, N00°05'16"W 930.30 FEET TO A 1/2" IRON ROD FOUND; THENCE S89°58'09"E 502.22 FEET TO A 1/2" IRON ROD FOUND, SITUATED ON THE SOUTH LINE OF A PARCEL DESCRIBED IN THE 16TH SECTION PUBLIC SCHOOL TRUST LANDS COMMERCIAL LEASE AGREEMENT, RECORDED IN DEED INSTRUMENT #2009-1740-D-J1; THENCE ALONG SAID SOUTH LINE, S76°11'58"E 102.72 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID COMMERCIAL LEASE AGREEMENT PARCEL, THENCE ALONG THE EAST LINE OF SAID COMMERCIAL LEASE AGREEMENT PARCEL, N17°31'55"E 156.67 FEET TO A CAPPED 1/2" IRON ROD FOUND (STAMPED: COA 116) ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD FOR THE POINT OF BEGINNING;

THENCE N16°35'11"E 52.75 FEET ALONG THE EAST LINE OF SAID COMMERCIAL LEASE AGREEMENT PARCEL TO A 1/2" IRON ROD FOUND ON THE EXISTING SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD;

THENCE S72°35'33"E 120.00 FEET ALONG THE EXISTING SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838);

THENCE S16°36'34"W 53.89 FEET TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838) ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD;

THENCE N72°02'46"W 120.00 FEET ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD AND BACK TO THE POINT OF BEGINNING.

THE PROPOSED RIGHT-OF-WAY AREA CONTAINS 0.1469 OF AN ACRE, MORE OR LESS.

**A SURVEY OF A PORTION OF PARCEL #:
0809D-02-002.000, SITUATED IN SECTION 16, TOWNSHIP 7
SOUTH, RANGE 11 WEST, LOCATED ON LONDON ROAD,
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI**

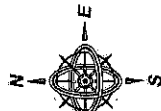
**REFERENCE
MATERIALS:**

- 1.) HARRISON COUNTY TAX AND GIS MAPS.
- 2.) PRIOR SURVEY BY TIMOTHY GLASS, PLS., DATED 2/17/2008.
- 3.) PRIOR SURVEY BY A.W. HAGAN, PLS., DATED 11/19/1985.
- 4.) PRIOR SURVEY BY BROWN & MITCHELL, PLS., DATED 12/10/2009.
- 5.) PRIOR SURVEY BY LARRY SMITH, PLS., DATED 10/03/2005.
- 6.) PRIOR SURVEY BY PICKERING FIRM, INC., DATED 4/8/2019.
- 7.) PRIOR SURVEY BY PICKERING FIRM, INC., DATED 6/19/2020.
- 8.) DEED INSTRUMENT #2009-1740-D-J1
- 9.) DEED INSTRUMENT #2010-1421-D-J1
- 10.) DEED INSTRUMENT #2019-7685-D-J1
- 11.) DEED INSTRUMENT #2005-2003B-D-J1
- 12.) DEED INSTRUMENT #2013-6193-D-J1
- 13.) DEED INSTRUMENT #2009-7089-D-J1
- 14.) DEED INSTRUMENT #2009-1581-D-J1

LEGEND:

- IRON ROD FOUND
- IRON ROD SET
- CONCRETE MONUMENT FOUND

**BEARING REFERENCE:
GEODETIC NORTH BY GPS
OBSERVATION
(NAD83; CORS96)**



**SCALE
1" = 50'**

LONDON ROAD
PUBLIC RIGHT-OF-WAY (ASPHALT SURFACE)
1" BOLT FOUND

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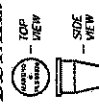
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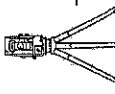
**CAP
DETAIL:**



CLIENT:
BOP'S
FRANCHISE, LLC
FIELD WORK BY: RW
DRAWN BY: MTC
DRAWING #P21356.DWG
DATE: 5/4/2021
REVISED: 5/11/2021
REVISED: 7/3/2021

DETAIL OF TYPICAL
CAP FOR 1/2"x18"
REBAR SET BY
PATRICK M.
MARTINO, PLS.

PATRICK M. MARTINO, PLS.
13010 KAYLEIGH COVE
BILLO, MISSISSIPPI 39532
PHONE: 228-396-2283
EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR



NOW OR FORMERLY
OWNERS OF THE
PROPERTY, LLC



**ABBREVIATION
LEGEND:**
DEED = DEED DIMENSION
PS = PICKERING SURVEY
OV = OVERALL
NM = NORTH MEASUREMENT
FM = FIELD MEASUREMENT

P.O.C.:
1" IRON ROD FOUND IN
CONCRETE (LEAVING) AT
THE SOUTHWEST CORNER
OF THE NORTHWEST 1/4
OF SECTION 16, TOWNSHIP
7 SOUTH, RANGE 11 WEST.

SHEET 1 OF 2

EXHIBIT

2



SCANNED



J. J. J. J1 - GULFPORT DISTRICT
Instrument 2022-0004402-D-J1
Filed/Recorded 02/24/2022 2:40:01 PM
Total Fees 42.00
21 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL EASEMENT FOR STREET RIGHT OF WAY

and

TEMPORARY CONSTRUCTION EASEMENT

[Landon Road Widening Project]

[Anchor Development – West of Daniel Boulevard]

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **Grantor**,

HARRISON COUNTY SCHOOL DISTRICT

11072 Highway 49
Gulfport, Mississippi 39503
Telephone: (228) 539-6500

does hereby grant, bargain, sell and convey unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual (permanent) easement for construction and maintenance of road right of way improvements and any and all utility services required therein, and a temporary construction easement for access to construct the project, over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" and "B"

These Easements shall be made with consent of Lessee, Anchor Development, LLC, and, where applicable, Sub-Lessee, Gulf Breeze Properties II, LLC, and Snappy Investments Gulfport, LLC.

These Easements are subject to any and all presently existing or recorded easements or rights-of-way affecting the property contained in said easement.

INDEXING INSTRUCTIONS: NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

WITNESS OUR SIGNATURES on this the 23 day of AUGUST, 2021.



HARRISON COUNTY SCHOOL DISTRICT

BY: Mitchell King
Mitchell King, Superintendent of Education

ATTEST: David Ladner
David Ladner, Board Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23RD day of AUGUST, 2021, within my jurisdiction, the within named MITCHELL KING, who acknowledged before me that he is the Superintendent of Education for the Harrison County School District, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of the Harrison County School District, having been first duly authorized so to act by authority of the Board of Education of the Harrison County School District.

Jodi L. Trosclair
Notary Public

My Commission Expires:

4/4/2023



Exhibit "A"

ANCHOR DEVELOPMENT, LLC RIGHT OF WAY DESCRIPTION

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1566.67 FEET; THENCE RUN EAST 659.47 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY WITH THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341146.88, E 899845.86 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL. FROM SAID **POINT OF BEGINNING**, THENCE RUN S 72°21'11" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 144.70 FEET TO A FOUND 3/4" BOLT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°48'17" E FOR A DISTANCE OF 251.18 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 19°51'53" W FOR A DISTANCE OF 15.01 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°45'29" E FOR A DISTANCE OF 133.59 FEET TO A FOUND 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 13°08'52" W FOR A DISTANCE OF 57.12 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 95.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+72.769; THENCE LEAVING THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, RUN N 51°14'59" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 27.31 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+50.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 70.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+80.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 64°56'30" W FOR A DISTANCE OF 80.62 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+00.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 85.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN S 17°56'00" W FOR A DISTANCE OF 10.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 20.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 25+95.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 17°56'00" E FOR A DISTANCE OF 10.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 25+95.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 252.83 FEET TO A 1/2" REBAR SET ON THE WEST LINE OF THE GRANTOR'S PROPERTY; THENCE, LEAVING SAID PROPOSED RIGHT OF WAY LINE, RUN N 17°32'07" E ALONG THE GRANTOR'S WEST PROPERTY LINE FOR A DISTANCE OF 53.37

FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.64 ACRE (27,924 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).
 PICKERING FIRM, INC.
 2001 AIRPORT ROAD, SUITE 201
 FLOWOOD, MS 39232
 (601)956-3663

ANCHOR DEVELOPMENT, LLC

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961425 AND A CONVERGENCE ANGLE OF -00°08'05".

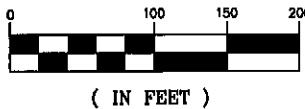
A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1566.67 FEET; THENCE RUN EAST 659.47 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY WITH THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341146.88, E 899845.86; THENCE RUN S 72°21'11" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 144.70 FEET TO A FOUND 3/4" BOLT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°48'17" E FOR A DISTANCE OF 251.18 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 19°51'53" W FOR A DISTANCE OF 15.01 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°45'29" E FOR A DISTANCE OF 133.59 FEET TO A FOUND 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 13°08'52" W FOR A DISTANCE OF 57.12 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 95.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+72.769; THENCE LEAVING THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, RUN N 51°14'59" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 27.31 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+50.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 70.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+80.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 64°56'30" W FOR A DISTANCE OF 80.62 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+00.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+60.000 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340998.13, E 900132.16 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL. FROM SAID **POINT OF BEGINNING**, THENCE RUN N 72°04'00" W ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION

26+20.000; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, RUN S 17°56'00" W FOR A DISTANCE OF 5.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 80.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+20.000; THENCE RUN S 72°04'00" E FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 80.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+60.000; THENCE RUN N 17°56'00" E FOR A DISTANCE OF 5.00 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.005 ACRE (200 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).
PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663

BASIS OF BEARINGS
 THE BEARINGS ON THIS PLAT ARE
 BASED ON AND REFERENCED TO
 THE MISSISSIPPI STATE PLANE
 COORDINATE SYSTEM GRID NORTH
 (NAD83 - EAST ZONE) AS
 DERIVED USING RTK GPS
 OBSERVATIONS USING EARL DUDLEY
 CONTINUOUSLY OPERATING REFERENCE NETWORK.
 CONVERGENCE ANGLE = -00°08'05"
 COMBINED FACTOR = 0.999961125
 (COMPUTED AT N=341229.76 E=900425.90)

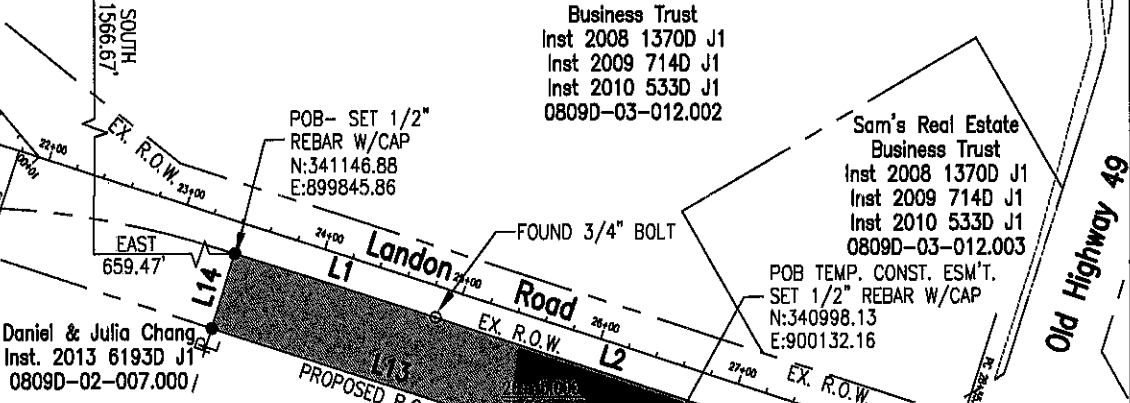


Sanitary Sewer Easement
 Inst. 2009 1889D J1

POC - FND 1/2" REBAR AT THE NW CORNER
 OF SECTION 16, T7S, R11W, GULFPORT,
 HARRISON CO., MS
 N:342713.55, E:899186.39

Sam's Real Estate
 Business Trust
 Inst 2008 1370D J1
 Inst 2009 714D J1
 Inst 2010 533D J1
 0809D-03-012.002

Sam's Real Estate
 Business Trust
 Inst 2008 1370D J1
 Inst 2009 714D J1
 Inst 2010 533D J1
 0809D-03-012.003



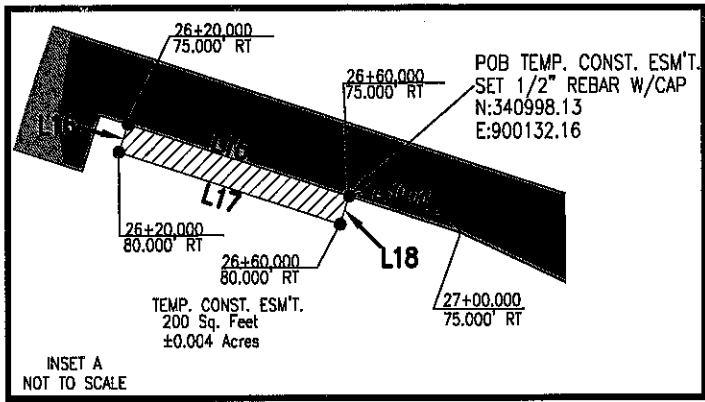
LINE	BEARING	DISTANCE
L1	S 72°21'11" E	144.70'
L2	S 71°48'17" E	251.18'
L3	S 19°51'53" W	15.01'
L4	S 71°45'29" E	133.59'
L5	S 13°08'52" W	57.12'
L6	N 51°14'59" W	27.31'
L7	N 72°04'00" W	70.00'
L8	N 64°56'30" W	80.62'
L9	N 72°04'00" W	85.00'
L10	S 17°56'00" W	10.00'
L11	N 72°04'00" W	20.00'
L12	N 17°56'00" E	10.00'
L13	N 72°04'00" W	252.83'
L14	N 17°32'07" E	53.37'
L15	N 72°04'00" W	40.00'
L16	S 17°56'00" W	5.00'
L17	S 72°04'00" E	40.00'
L18	N 17°56'00" E	5.00'

Anchor Development, LLC
 Inst. 2015 630D J1
 0809D-02-002.000

LEGEND

- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- FOUND 1/2" REBAR
- SET 1/2" REBAR WITH CAP

80'
 Potter's Wings Realty
 Ingress, Egress, Drainage,
 and
 Utility Easement
 Inst 2015 1458D J1



CERTIFICATION
 THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO
 BE MADE OF THE PROPERTY SHOWN HEREON AND THAT
 SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF
 MY KNOWLEDGE AND BELIEF.

Michael Blake Collins
 4/8/2019
 MICHAEL BLAKE COLLINS, PLS
 MS LS NO. 02955
 2001 AIRPORT ROAD, SUITE 201
 FLOWOOD, MS 39232

CLASS B SURVEY
 DATE OF FIELD SURVEY
 AUGUST 2018



Pickering Firm, Inc.
 Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201
 Flowood, MS 39232
 601.956.3883

LANDON ROAD
 PROPOSED R.O.W. EXHIBIT
 SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST
 GULFPORT, HARRISON COUNTY, MS

**EXHIBIT
 B**

DESCRIPTION	R.O.W. EXHIBIT	PROJECT #	25365.00	SHEET #	1
SCALE	1"=50'	DATE	04/08/2019		

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

WHEREAS, Anchor Development, LLC ("Lessee"), holds a leasehold interest in certain sixteenth section land owned by the Harrison County School District ("Lessor") by virtue of a Lease Agreement dated October 28, 2014, between the Harrison County School District Board of Education and Anchor Development, LLC (Instrument #2015-1072-D-J1) and by virtue of an Assignment and Amended Lease Agreement between Avery Investments, LLC, Anchor Development, LLC, and the Harrison County School District (Instrument #2010-6585-D-J1); and

WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across 27,924 square feet adjacent to the south line of existing Landon Road along the north line of the leasehold estate property (herein, the "Easement for Street Right-of-Way") as more fully described in Exhibits "1" and "3" hereto and a Temporary Construction Easement over, under and across 200 square feet adjacent to the Easement for Street Right-of-Way as more fully described in Exhibits "2" and "3" hereto, and the Lessee's written consent to the Easement for Street Right-of-Way and the Temporary Construction Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Anchor Development, LLC, as Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way and the Temporary Construction Easement as described herein for the City of Gulfport to construct and maintain street and associated utility improvements in said easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 4 day of June 2021.

ANCHOR DEVELOPMENT, LLC
BY: [Signature]
John Tampa, Manager

STATE OF GA
COUNTY OF Gwinnett

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4 day of June, 2021, within my jurisdiction, the within named JOHN TAMPA, who acknowledged before me that he is the Manager of ANCHOR DEVELOPMENT, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of ANCHOR DEVELOPMENT, LLC, having been first duly authorized so to act.

Mariana D Cristea
Notary Public

My Commission Expires:
8-6-2024

MARIANA D CRISTEA
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires 8/6/2024

EXHIBIT "1"**ANCHOR DEVELOPMENT, LLC
RIGHT OF WAY DESCRIPTION
PARCEL 2**

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1566.67 FEET; THENCE RUN EAST 659.47 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY WITH THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341146.88, E 899845.86 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL. FROM SAID **POINT OF BEGINNING**, THENCE RUN S 72°21'11" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 144.70 FEET TO A FOUND 3/4" BOLT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°48'17" E FOR A DISTANCE OF 251.18 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 19°51'53" W FOR A DISTANCE OF 15.01 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°45'29" E FOR A DISTANCE OF 133.59 FEET TO A FOUND 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 13°08'52" W FOR A DISTANCE OF 57.12 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 95.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+72.769; THENCE LEAVING THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, RUN N 51°14'59" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 27.31 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+50.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 70.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+80.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 64°56'30" W FOR A DISTANCE OF 80.62 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+00.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 85.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN S 17°56'00" W FOR A DISTANCE OF 10.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 20.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 25+95.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 17°56'00" E FOR A DISTANCE OF 10.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 25+95.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 252.83 FEET TO A 1/2" REBAR SET ON THE WEST LINE OF THE

GRANTOR'S PROPERTY; THENCE, LEAVING SAID PROPOSED RIGHT OF WAY LINE, RUN N 17°32'07" E ALONG THE GRANTOR'S WEST PROPERTY LINE FOR A DISTANCE OF 53.37 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.64 ACRE (27,924 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).
PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601)956-3663



EXHIBIT "2"

ANCHOR DEVELOPMENT, LLC

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

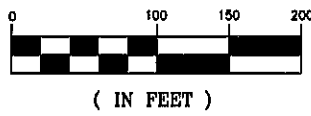
COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1566.67 FEET; THENCE RUN EAST 659.47 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY WITH THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341146.88, E 899845.86; THENCE RUN S 72°21'11" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 144.70 FEET TO A FOUND 3/4" BOLT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°48'17" E FOR A DISTANCE OF 251.18 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 19°51'53" W FOR A DISTANCE OF 15.01 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°45'29" E FOR A DISTANCE OF 133.59 FEET TO A FOUND 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 13°08'52" W FOR A DISTANCE OF 57.12 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 95.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+72.769; THENCE LEAVING THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, RUN N 51°14'59" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 27.31 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+50.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 70.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+80.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 64°56'30" W FOR A DISTANCE OF 80.62 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+00.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+60.000 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340998.13, E 900132.16 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 72°04'00" W ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+20.000; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, RUN S 17°56'00" W FOR A DISTANCE OF 5.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 80.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+20.000; THENCE RUN S 72°04'00" E FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 80.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+60.000; THENCE RUN N 17°56'00" E FOR A DISTANCE OF 5.00 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.005 ACRE (200 SQUARE FEET), MORE OR LESS.

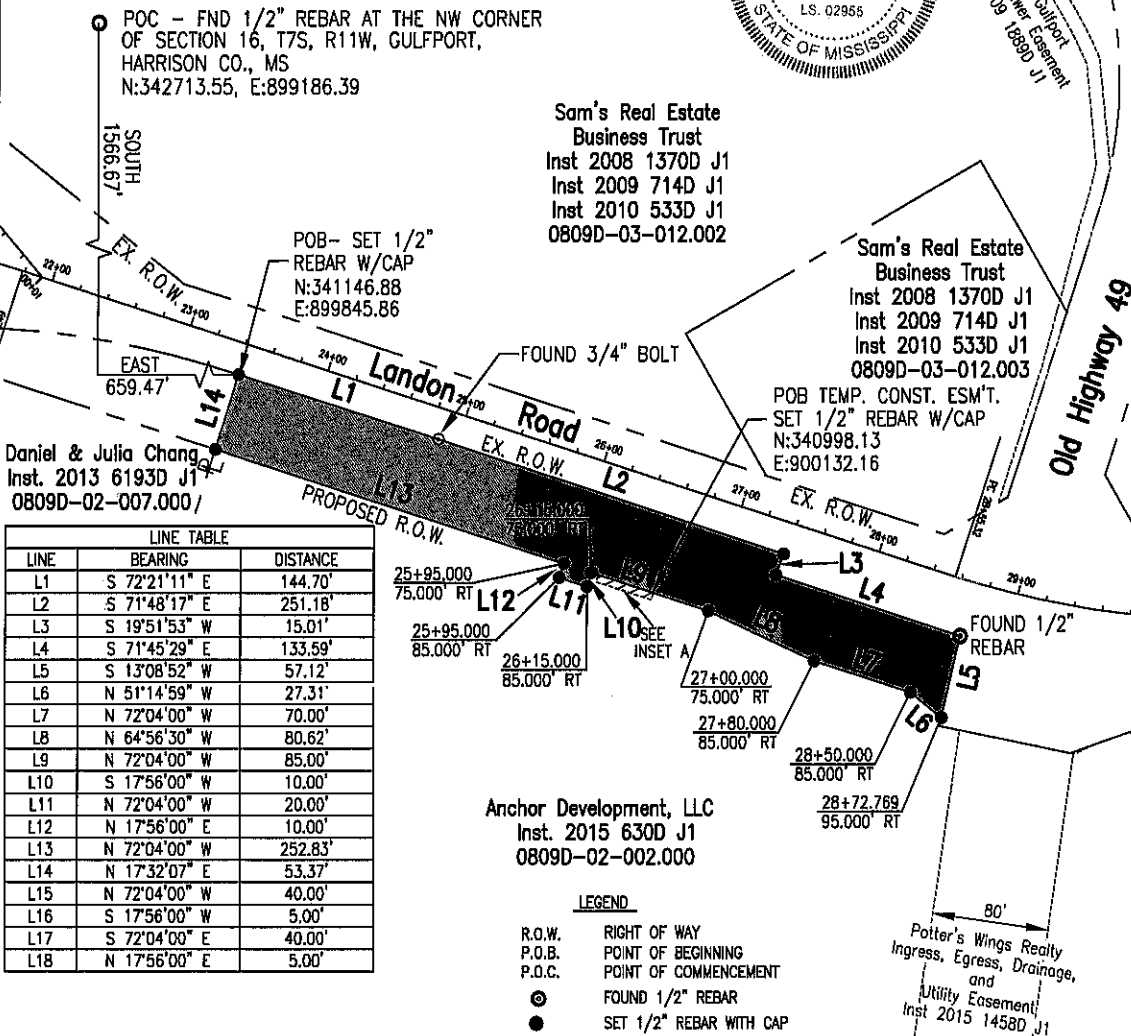
THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019
(PFI JOB NO. 25365.00).
PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



BASIS OF BEARINGS
 THE BEARINGS ON THIS PLAT ARE
 BASED ON AND REFERENCED TO
 THE MISSISSIPPI STATE PLANE
 COORDINATE SYSTEM GRID NORTH
 (NAD83 - EAST ZONE) AS
 DERIVED USING RTK GPS
 OBSERVATIONS USING EARL DUDLEY
 CONTINUOUSLY OPERATING REFERENCE NETWORK.
 CONVERGENCE ANGLE = -00°08'05"
 COMBINED FACTOR = 0.999961125
 (COMPUTED AT N=341229.76 E=900425.90)



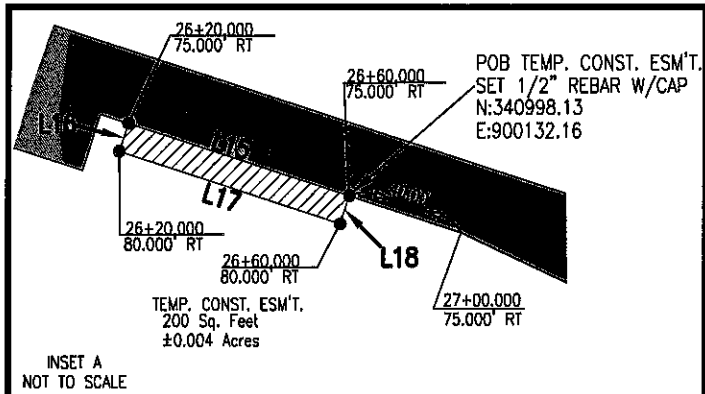
Sanitary Sewer Easement
 Inst 2009 18890 J1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 72°21'11" E	144.70'
L2	S 71°48'17" E	251.18'
L3	S 19°51'53" W	15.01'
L4	S 71°45'29" E	133.59'
L5	S 13°08'52" W	57.12'
L6	N 51°14'59" W	27.31'
L7	N 72°04'00" W	70.00'
L8	N 64°56'30" W	80.62'
L9	N 72°04'00" W	85.00'
L10	S 17°56'00" W	10.00'
L11	N 72°04'00" W	20.00'
L12	N 17°56'00" E	10.00'
L13	N 72°04'00" W	252.83'
L14	N 17°32'07" E	53.37'
L15	N 72°04'00" W	40.00'
L16	S 17°56'00" W	5.00'
L17	S 72°04'00" E	40.00'
L18	N 17°56'00" E	5.00'

LEGEND

- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- FOUND 1/2" REBAR
- SET 1/2" REBAR WITH CAP



CERTIFICATION
 THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO
 BE MADE OF THE PROPERTY SHOWN HEREON AND THAT
 SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF
 MY KNOWLEDGE AND BELIEF.

[Signature] 4/8/2019
 MICHAEL BLAKE COLLINS, PLS
 MS LS NO. 02955
 2001 AIRPORT ROAD, SUITE 201
 FLOWOOD, MS 39232

CLASS B SURVEY
 DATE OF FIELD SURVEY
 AUGUST 2018



Pickering Firm, Inc.
 Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201
 Flowood, MS 39232
 601.956.3663

LANDON ROAD PROPOSED R.O.W. EXHIBIT	
SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST GULFPORT, HARRISON COUNTY, MS	
DESCRIPTION R.O.W. EXHIBIT	PROJECT 25365.00
SCALE 1"=50'	DATE 04/08/2019

EXHIBIT
3

SHEET
1

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SUB-LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

WHEREAS, Gulf Breeze Properties II, LLC ("Sub-Lessee"), holds a sub-leasehold interest in certain sixteenth section land owned by the Harrison County School District ("Lessor") by virtue of a Sub-Lease Agreement dated May 24, 2021, between Anchor Development, LLC ("Lessee") and Sub-Lessee (which was filed for record on March 6, 2009, and recorded at Instrument No. 2009-1581-D-J1), which Sub-Lease Agreement was amended by an Amendment to Gulf Breeze Properties II, LLC, 2009 Sub-Lease Agreement on or about May 24, 2021 (which was filed for record on June 30, 2021, and recorded at Instrument No. 2021-9366-D-J1); and

WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across approximately 7,167 square feet adjacent to the south line of existing Landon Road along the north line of the leasehold estate property (herein, the "Easement for Street Right-of-Way") as more fully described in Exhibit "1" hereto, and the Sub-Lessee's written consent to the Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Gulf Breeze Properties II, LLC**, as Sub-Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way for the City of Gulfport to construct and maintain street and associated utility improvements in said easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 9th day of Nov., 2021.

GULF BREEZE PROPERTIES II, LLC

BY:

Robert A. Braun
Robert A. Braun, Manager

STATE OF

Mississippi

COUNTY OF

Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of Nov., 2021, within my jurisdiction, the within named ROBERT A. BRAUN, who acknowledged before me that he is the Manager of GULF BREEZE PROPERTIES II, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of GULF BREEZE PROPERTIES II, LLC, having been first duly authorized so to act.

My Commission Expires:

July 18, 2022



EXHIBIT "1"

A PARCEL OF LAND SITUATED IN THE SW ¼ OF THE NW ¼ OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AS SHOWN ON THE PLAT OF SURVEY PREPARED BY PATRICK MARTINO PLS INC. DATED MAY 4, 2011 AND REVISED MAY 11, 2021 (GEODETIC BEARINGS USED DURING SURVEY BASED ON RTK GPS OBSERVATION) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1" IRON ROD FOUND IN CONCRETE AT THE APPARENT SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, N00°05'16"W 930.30 FEET TO A 1/2" IRON ROD FOUND; THENCE S89°58'09"E 502.22 FEET TO A 1/2" IRON ROD FOUND, SITUATED ON THE SOUTH LINE OF A PARCEL DESCRIBED IN THE 16TH SECTION PUBLIC SCHOOL TRUST LANDS COMMERCIAL LEASE AGREEMENT, RECORDED IN DEED INSTRUMENT #2009-1740-D-J1; THENCE ALONG SAID SOUTH LINE, S76°11'58"E 102.72 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID COMMERCIAL LEASE AGREEMENT PARCEL, THENCE ALONG THE EAST LINE OF SAID COMMERCIAL LEASE AGREEMENT PARCEL, N17°31'55"E 156.67 FEET TO A CAPPED 1/2" IRON ROD FOUND (STAMPED: COA 116) ON THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD; THENCE S72°02'46"E 116.50 FEET ALONG THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD TO A CAPPED 1/2" IRON ROD FOUND (STAMPED: MARTINO PLS 2838) ON THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD FOR THE POINT OF BEGINNING; THENCE N17°27'37"E 53.89 FEET TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838) ON THE EXISTING RIGHT-OF-WAY OF LANDON ROAD; THENCE S72°35'33"E 28.26 FEET ALONG THE EXISTING RIGHT-OF-WAY OF LANDON ROAD TO A 1" BOLT FOUND; THENCE S71°56'33"E 104.29 FEET ALONG THE EXISTING RIGHT-OF-WAY OF LANDON ROAD TO A 1/2" IRON ROD FOUND; THENCE S15°52'45"W 9.99 FEET TO A 1/2" IRON ROD FOUND; THENCE S17°17'43"W 43.95 FEET TO A POINT ON THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD; THENCE N72°02'46"W 132.95 FEET ALONG THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD AND BACK TO THE POINT OF BEGINNING.

THE PROPOSED RIGHT-OF-WAY 7,176 SQUARE FEET OR 0.165 OF AN ACRE, MORE OR LESS.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SUB-LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

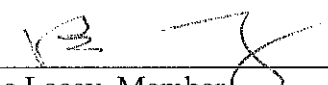
WHEREAS, Snappy Investments Gulfport, LLC ("Sub-Lessee"), holds a sub-leasehold interest in certain sixteenth section land owned by the Harrison County School District ("Lessor") by virtue of a Sub-Lease Agreement dated May 24, 2021, between Anchor Development, LLC ("Sub-Lessor") and Sub-Lessee (which was filed for record on June 30, 2021, and recorded at Instrument No. 2021-9367-D-J1), which Sub-Lease Agreement was amended by an Amended and Restated Sub-Lease Agreement between Sub-Lessor and Sub-lessee on or about July 26, 2021 (which was filed for record on August 18, 2021, and recorded at Instrument No. 2021-12006-D-J1); and

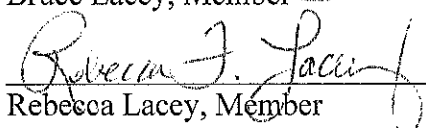
WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across an area of real property adjacent to the south line of existing Landon Road along the north line of the leasehold estate property (herein, the "Easement for Street Right-of-Way") as more fully described in Exhibits "1" and "2" hereto, which area of real property is subject to the aforementioned Amended and Restated Sub-Lease Agreement, and the Sub-Lessee's written consent to the Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, SNAPPY INVESTMENTS GULFPORT, LLC, as Sub-Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way for the City of Gulfport to construct and maintain a roadway/street and associated utility improvements in said easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 16th day of February 2022.

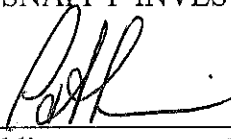
SNAPPY INVESTMENTS GULFPORT, LLC

BY: 
Bruce Lacey, Member

BY: 
Rebecca Lacey, Member

STATE OF Mississippi
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of February, 2022, within my jurisdiction, the within named BRUCE LACEY, who acknowledged before me that he is a member of SNAPPY INVESTMENTS GULFPORT, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing for and on behalf of SNAPPY INVESTMENTS GULFPORT, LLC, having been first duly authorized so to act.

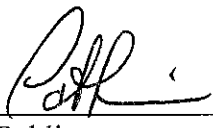

Notary Public

My Commission Expires:
1/15/2023



STATE OF Mississippi
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of February, 2022, within my jurisdiction, the within named REBECCA LACEY, who acknowledged before me that she is a member of SNAPPY INVESTMENTS GULFPORT, LLC, and that she signed, executed and delivered the above and foregoing instrument in writing for and on behalf of SNAPPY INVESTMENTS GULFPORT, LLC, having been first duly authorized so to act.


Notary Public

My Commission Expires:
1/15/2023

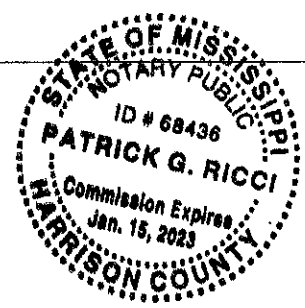


EXHIBIT "1"

A PARCEL OF LAND SITUATED IN THE SW ¼ OF THE NW ¼ OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AS SHOWN ON THE PLAT OF SURVEY PREPARED BY PATRICK MARTINO PLS INC. DATED MAY 4, 2021 AND REVISED MAY 11, 2021 AND ALSO REVISED JULY 3, 2021 (GEODETIC BEARINGS USED DURING SURVEY BASED ON RTK GPS OBSERVATION) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1" IRON ROD FOUND IN CONCRETE AT THE APPARENT SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, N00°05'16"W 930.30 FEET TO A 1/2" IRON ROD FOUND; THENCE S89°58'09"E 502.22 FEET TO A 1/2" IRON ROD FOUND, SITUATED ON THE SOUTH LINE OF A PARCEL DESCRIBED IN THE 16TH SECTION PUBLIC SCHOOL TRUST LANDS COMMERCIAL LEASE AGREEMENT, RECORDED IN DEED INSTRUMENT #2009-1740-D-J1; THENCE ALONG SAID SOUTH LINE, S76°11'58"E 102.72 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID COMMERCIAL LEASE AGREEMENT PARCEL, THENCE ALONG THE EAST LINE OF SAID COMMERCIAL LEASE AGREEMENT PARCEL, N17°31'55"E 156.67 FEET TO A CAPPED 1/2" IRON ROD FOUND (STAMPED: COA 116) ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD FOR THE POINT OF BEGINNING;

THENCE N16°35'11"E 52.75 FEET ALONG THE EAST LINE OF SAID COMMERCIAL LEASE AGREEMENT PARCEL TO A 1/2" IRON ROD FOUND ON THE EXISTING SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD;

THENCE S72°35'33"E 120.00 FEET ALONG THE EXISTING SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838);

THENCE S16°36'34"W 53.89 FEET TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838) ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD;

THENCE N72°02'46"W 120.00 FEET ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD AND BACK TO THE POINT OF BEGINNING.

THE PROPOSED RIGHT-OF-WAY AREA CONTAINS 0.1469 OF AN ACRE, MORE OR LESS.

**A SURVEY OF A PORTION OF PARCEL #:
0809D-02-002.000, SITUATED IN SECTION 16, TOWNSHIP 7
SOUTH, RANGE 11 WEST, LOCATED ON LONDON ROAD,
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI**

REFERENCE

- [illegible]

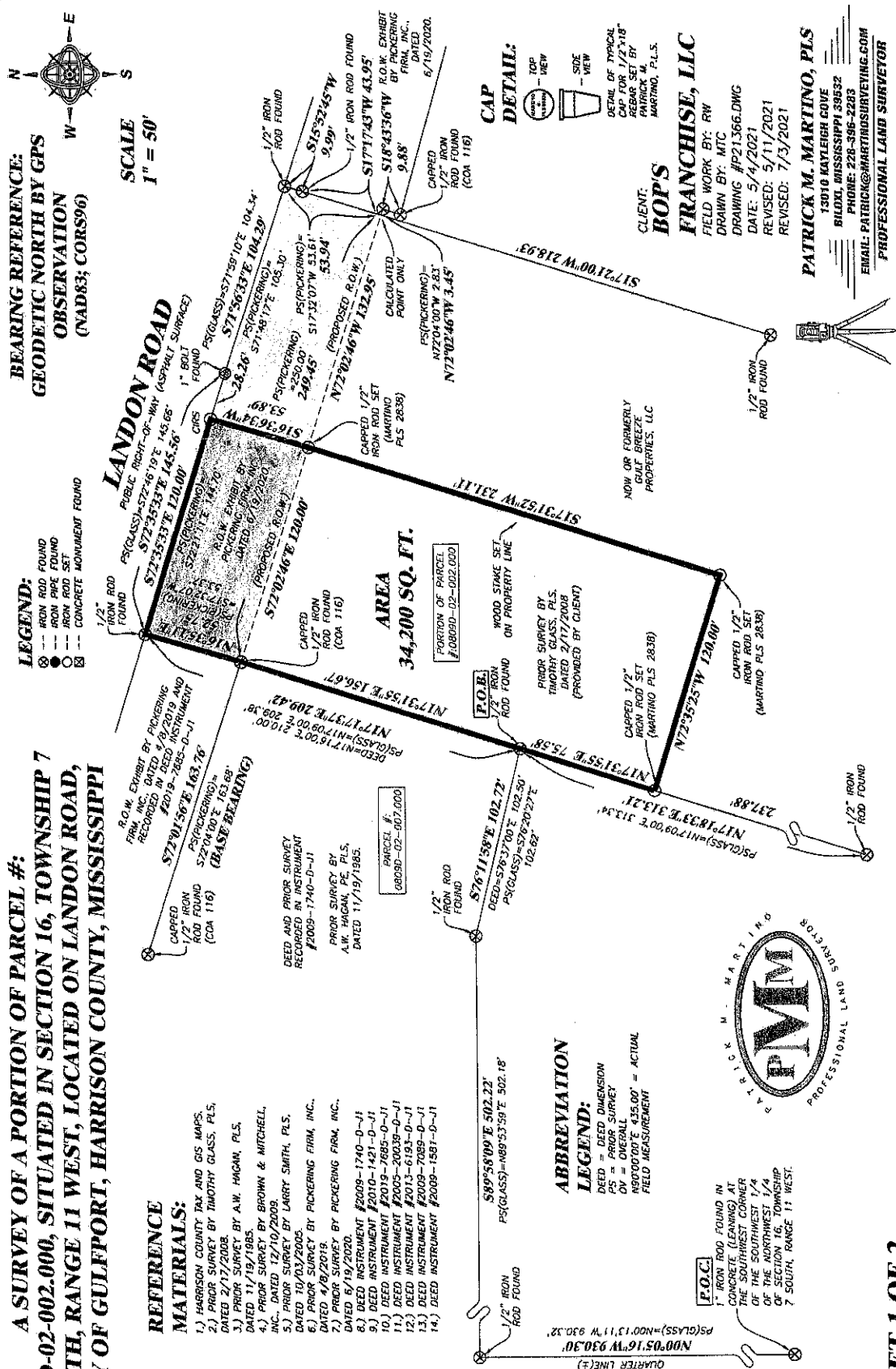
ABBREVIATION
LEGEND:
DEED = DEED DIMENSION
PS = PRIOR SURVEY
OV = OVERALL
N90°00'00"E 435.00' = ACTUAL
FIELD MEASUREMENT

P.O.C. 1" IRON ROD FOUND IN
CONCRETE (LEANING) AT
THE SOUTHWEST CORNER
OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4
OF SECTION 16, TOWNSHIP
7 SOUTH, RANGE 1: WEST.

PAGE 1 OF 2

EXHIBIT

2





SCANNED



John H. H. H. 1st Judicial District
Instrument 2021 11454 D - J1
Filed/Recorded 8/6/2021 03:15 P
Total Fees \$ 30.00
9 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL EASEMENT FOR STREET RIGHT OF WAY

[Landon Road Widening Project]
[MidSouth Rail/KCS]

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **Grantor**,

HARRISON COUNTY SCHOOL DISTRICT

11072 Highway 49
Gulfport, Mississippi 39503
Telephone: (228) 539-6500

does hereby grant, bargain, sell and convey unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual (permanent) easement for construction and maintenance of road right of way improvements and any and all utility services required therein, over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" and "B"

This Easement shall be made with consent of Lessee, MidSouth Rail/KCS.

This Easement is subject to any and all presently existing or recorded easements or rights-of-way affecting the property contained in said easement.

INDEXING INSTRUCTIONS: NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11
WEST, CITY OF GULFPORT, HARRISON COUNTY,
MISSISSIPPI

WITNESS OUR SIGNATURES on this the 28 day of JUNE, 2021.



HARRISON COUNTY SCHOOL DISTRICT

BY:

Roy Gill

Roy Gill, Superintendent of Education

ATTEST:

Barbara Thomas

Barbara Thomas, Board President

David Ladner

David Ladner, Board Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of JUNE, 2021, within my jurisdiction, the within named ROY GILL, who acknowledged before me that he is the Superintendent of Education for the Harrison County School District, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of the Harrison County School District, having been first duly authorized so to act by authority of the Board of Education of the Harrison County School District.

Jodi L. Trosclair

Notary Public

My Commission Expires:

4/4/2023



Exhibit "A"

PARCEL 1

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1726.83 FEET; THENCE RUN EAST 1601.65 FEET TO A 1/2" REBAR SET AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD WITH THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD AS DESCRIBED IN INSTRUMENT NO. 19892813D J1, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340986.72, E 900788.03 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 81°52'00" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 50.97 FEET TO A 1/2" REBAR SET ON THE EAST RIGHT OF WAY LINE OF SAID RAILROAD; THENCE RUN S 19°21'08" E ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 52.23 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+70.621; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, RUN S 82°48'02" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 51.15 FEET TO A 1/2" REBAR SET ON THE WEST RIGHT OF WAY LINE OF SAID RAILROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+13.885; THENCE RUN N 19°21'08" W ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 51.38 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.06 ACRE (2,590 SQUARE FEET), MORE OR LESS.

PARCEL 2

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1671.01 FEET; THENCE RUN EAST 1582.04 FEET TO A 1/2" REBAR SET ON THE WEST RIGHT OF WAY LINE OF KANSAS CITY SOUTHERN RAILROAD AS DESCRIBED IN INSTRUMENT NO. 19892813D J1, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341042.55, E 900768.43 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 19°21'08" W ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 32.25 FEET TO A SET 1/2" REBAR ON THE NORTH RIGHT OF WAY LINE OF LANDON ROAD; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN N 58°58'58" E ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 2.59 FEET TO A SET 1/2" REBAR; THENCE RUN N 81°52'00" E ALONG THE PROPOSED RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 48.39 FEET TO A 1/2" REBAR SET ON THE EAST RIGHT OF WAY LINE OF SAID RAILROAD; THENCE E RUN S 19°21'08" E ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 33.28 FEET TO A 1/2" REBAR SET ON THE NORTH RIGHT OF WAY LINE OF LANDON ROAD; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, RUN S 81°52'00" W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 50.97 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.04 ACRE (1,663 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 9/19/2019 (PFI JOB NO. 25365.00).

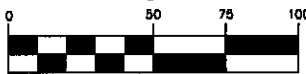
PICKERING FIRM, INC.

2001 AIRPORT ROAD, SUITE 201

FLOWOOD, MS 39232

(601) 956-3663



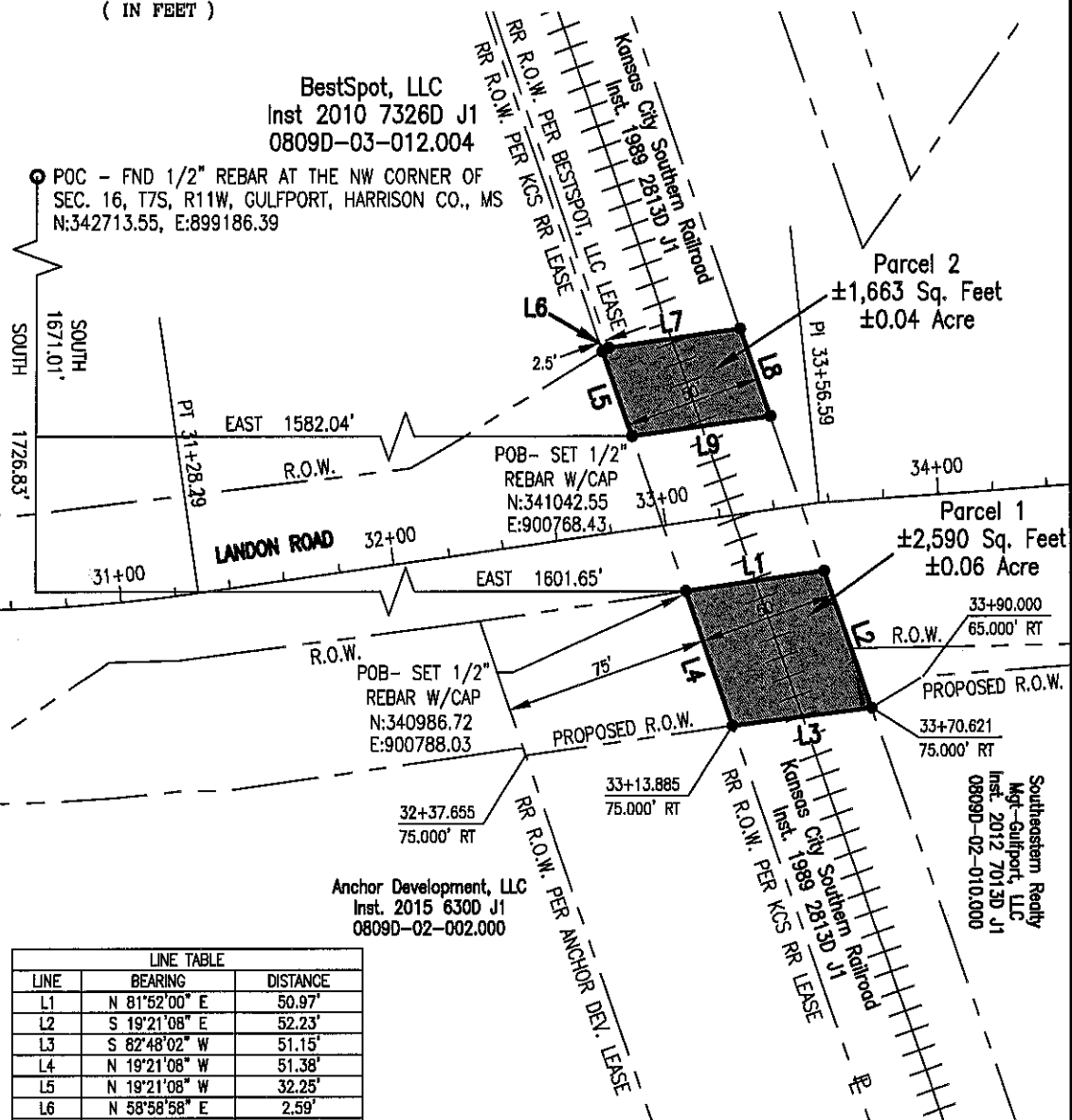


(IN FEET)

BASIS OF BEARINGS
 THE BEARINGS ON THIS PLAT ARE
 BASED ON AND REFERENCED TO
 THE MISSISSIPPI STATE PLANE
 COORDINATE SYSTEM GRID NORTH
 (NAD83 - EAST ZONE) AS
 DERIVED USING RTK GPS
 OBSERVATIONS USING EARL DUDLEY
 CONTINUOUSLY OPERATING REFERENCE NETWORK.
 CONVERGENCE ANGLE = -00°08'05"
 COMBINED FACTOR = 0.999961125
 (COMPUTED AT N=341229.76 E=900425.90)

BestSpot, LLC
 Inst 2010 7326D J1
 0809D-03-012.004

POC - FND 1/2" REBAR AT THE NW CORNER OF
 SEC. 16, T7S, R11W, GULFPORT, HARRISON CO., MS
 N:342713.55, E:899186.39



Anchor Development, LLC
 Inst. 2015 6300 J1
 0809D-02-002.000

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 81°52'00" E	50.97'
L2	S 19°21'08" E	52.23'
L3	S 82°48'02" W	51.15'
L4	N 19°21'08" W	51.38'
L5	N 19°21'08" W	32.25'
L6	N 58°58'58" E	2.59'
L7	N 81°52'00" E	48.39'
L8	S 19°21'08" E	33.28'
L9	S 81°52'00" W	50.97'

LEGEND

- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- FOUND 1/2" REBAR
- SET 1/2" REBAR WITH CAP



CERTIFICATION
 THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO
 BE MADE OF THE PROPERTY SHOWN HEREON AND THAT
 SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF
 MY KNOWLEDGE AND BELIEF.

Michael Blake Collins
 9/19/2019
 MICHAEL BLAKE COLLINS, PLS
 MS LS NO. 02955
 2001 AIRPORT ROAD, SUITE 201
 FLOWOOD, MS 39232

CLASS B SURVEY
 DATE OF FIELD SURVEY
 AUGUST 2018



Pickering Firm, Inc.
 Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201
 Flowood, MS 39232
 601.955.3663

LANDON ROAD
 PROPOSED R.O.W. EXHIBIT
 SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST
 GULFPORT, HARRISON COUNTY, MS

DESCRIPTION	R.O.W. EXHIBIT	PROJECT	25365.00
SCALE	1"=50'	DATE	09/19/2019

SHEET /
1

EXHIBIT

B

STATE OF Missouri

COUNTY OF Jackson

LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

WHEREAS, The Kansas City Southern Railway Company ("Lessee") holds a leasehold interest in certain sixteenth section land owned by the Harrison County School District ("Lessor") by virtue of a Lease Agreement recorded on June 5, 1989, between the Harrison County School District Board of Education and MidSouth Rail Corporation (Land Records of Harrison County, Mississippi, First Judicial District, Deed Book 1132, Page 131) (The Kansas City Southern Railway Company is the successor to MidSouth Rail Corporation); and

WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across a total of 4,253 square feet adjacent to existing Landon Road within the leasehold estate property (herein, the "Easement for Street Right-of-Way") as more fully described in Exhibit "1" hereto, and the Lessee's written consent to the Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **The Kansas City Southern Railway Company**, as Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way for the City of Gulfport to construct and maintain street and associated utility improvements in said easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 21st day of July, 2021.

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

BY: [Signature]
Shawn Mindrup DIRECTOR (Name/Title)
OF REAL ESTATE

STATE OF Missouri
COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of July, 2021, within my jurisdiction, the within named Shawn Mindrup, who acknowledged before me that he/she is the duly elected/appointed Director of Real Estate of The Kansas City Southern Railway Company, and that he/she signed, executed and delivered the above and foregoing instrument in writing for an in behalf of The Kansas City Southern Railway Company, having been first duly authorized so to act.

[Signature]
Notary Public

My Commission Expires:
Oct. 15, 2021

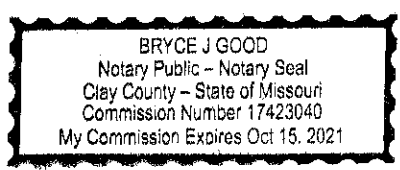


EXHIBIT "1"**PARCEL 1**

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1726.83 FEET; THENCE RUN EAST 1601.65 FEET TO A 1/2" REBAR SET AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD WITH THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD AS DESCRIBED IN INSTRUMENT NO. 19892813D J1, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340986.72, E 900788.03 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 81°52'00" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 50.97 FEET TO A 1/2" REBAR SET ON THE EAST RIGHT OF WAY LINE OF SAID RAILROAD; THENCE RUN S 19°21'08" E ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 52.23 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+70.621; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, RUN S 82°48'02" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 51.15 FEET TO A 1/2" REBAR SET ON THE WEST RIGHT OF WAY LINE OF SAID RAILROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+13.885; THENCE RUN N 19°21'08" W ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 51.38 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.06 ACRE (2,590 SQUARE FEET), MORE OR LESS.

PARCEL 2

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1671.01 FEET; THENCE RUN EAST 1582.04 FEET TO A 1/2" REBAR SET ON THE WEST RIGHT OF WAY LINE OF KANSAS CITY SOUTHERN RAILROAD AS DESCRIBED IN INSTRUMENT NO. 19892813D J1, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341042.55, E 900768.43 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

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RAILROAD; THENCE E RUN S 19°21'08" E ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 33.28 FEET TO A 1/2" REBAR SET ON THE NORTH RIGHT OF WAY LINE OF LANDON ROAD; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, RUN S 81°52'00" W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 50.97 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.04 ACRE (1,663 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 9/19/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



J. H. H. H. 1st Judicial District
 Instrument 2019 7685 D - J1
 Filed/Recorded 9/17/2019 11:40 A
 Total Fees \$ 12.00
 7 Pages Recorded

REVIEWED

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

PERPETUAL EASEMENT FOR STREET RIGHT OF WAY

[Landon Road Widening Project]

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **Grantor**,

HARRISON COUNTY SCHOOL DISTRICT

11072 Highway 49
 Gulfport, Mississippi 39503
 Telephone: (228) 539-6500

does hereby grant, bargain, sell and convey unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual (permanent) easement for construction and maintenance of road right of way improvements and any and all utility services required therein, over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" and "B"

This Easement shall be made with consent of Lessee, The Peoples Bank.

This Easement is subject to any and all presently existing or recorded easements or rights-of-way affecting the property contained in said easement.

INDEXING INSTRUCTIONS: NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11
WEST, CITY OF GULFPORT, HARRISON COUNTY,
MISSISSIPPI

WITNESS OUR SIGNATURES on this the 9th day of SEPTEMBER, 2019.

HARRISON COUNTY SCHOOL DISTRICT

BY: Roy Gill
Roy Gill, Superintendent of Education

ATTEST: David Ladner
David Ladner, Board President

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of SEPTEMBER, 2019, within my jurisdiction, the within named ROY GILL, who acknowledged before me that he is the Superintendent of Education for the Harrison County School District, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of the Harrison County School District, having been first duly authorized so to act by authority of the Board of Education of the Harrison County School District.

My Commission Expires:

4/4/2023



Jodi L. Trosclair
Notary Public

Exhibit "A"

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND FOR PERPETUAL STREET RIGHT OF WAY LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1539.13 FEET; THENCE RUN EAST 359.89 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY AND THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 20+32.915 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341174.42, E 899546.27 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 00°15'29" E ALONG SAID WEST LINE OF THE GRANTOR'S PROPERTY FOR A DISTANCE OF 5.12 FEET TO A 1/2" REBAR SET ON THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 69.916 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 20+32.271; THENCE RUN N 89°47'43" E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 94.54 FEET TO A SET 1/2" REBAR; THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE, RUN EASTERLY ON AND ALONG THE ARC OF A CURVE TO THE RIGHT TO A SET 1/2" REBAR, SAID CURVE HAVING A RADIUS OF 637.79 FEET, AN ARC LENGTH OF 198.72 FEET, A CHORD BEARING OF S 81°16'44" E, A CHORD LENGTH OF 197.91 FEET, AND A DELTA ANGLE OF 17°51'06"; THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE, RUN S 72°21'11" E FOR A DISTANCE OF 9.86 FEET TO A 1/2" REBAR SET ON THE GRANTOR'S EAST PROPERTY LINE; THENCE, LEAVING SAID RIGHT OF WAY LINE, RUN S 17°32'07" W ALONG SAID EAST LINE FOR A DISTANCE OF 53.37 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 23+42.172; THENCE, LEAVING SAID EAST PROPERTY LINE, RUN N 72°04'00" W ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 163.68 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 21+78.490; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN WESTERLY ON AND ALONG THE ARC OF A CURVE TO THE LEFT BACK TO THE **POINT OF BEGINNING**, SAID CURVE HAVING A RADIUS OF 675.00 FEET, AN ARC LENGTH OF 131.02 FEET, A CHORD BEARING OF N 77°37'38" W, A CHORD LENGTH OF 130.81 FEET, AND A DELTA ANGLE OF 11°07'16"; AND CONTAINING 0.23 ACRES (10,062 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



BASIS OF BEARINGS

THE BEARINGS ON THIS PLAT ARE
BASED ON AND REFERENCED TO
THE MISSISSIPPI STATE PLANE
COORDINATE SYSTEM GRID NORTH
(NAD83 - EAST ZONE) AS
DERIVED USING RTK GPS
OBSERVATIONS USING EARL DUDLEY
CONTINUOUSLY OPERATING REFERENCE NETWORK.
CONVERGENCE ANGLE = -00°08'05"
COMBINED FACTOR = 0.999961125
(COMPUTED AT N=341229.76 E=900425.90)

POC - FND 1/2" REBAR AT THE NW
CORNER OF SECTION 16, T7S, R11W,
GULFPORT, HARRISON CO., MS
N:342713.55
E:899186.39

SOUTH
1539.13'
EAST
359.89'

Community Baptist Church
Inst. 2009 7089D J1
0809D-02-008.000

20+32.271
69.916' RT
TIE TO EXIST.

20+32.915
75.000' RT
TIE TO R

POB- SET 1/2"
REBAR W/CAP
N:341174.42
E:899546.27

Landon Road

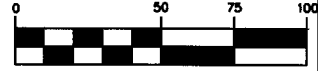
L2 EX. R.O.W.

PROP. R.O.W.

21+78.490
75.000' RT

±10,062 Sq. Feet
±0.23 Acres

Daniel & Julia Chang
Inst. 2013 6193D J1
0809D-02-007.000



(IN FEET)

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	637.79'	198.72'	S 81°16'44" E	197.91'	17°51'06"	100.17'
C2	675.00'	131.02'	N 77°37'38" W	130.81'	11°07'16"	65.71'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°15'29" E	5.12'
L2	N 89°47'43" E	94.54'
L3	S 72°21'11" E	9.86'
L4	S 17°32'07" W	53.37'
L5	N 72°04'00" W	163.68'

LEGEND

R.O.W. RIGHT OF WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
● FOUND 1/2" REBAR
■ SET 1/2" REBAR WITH CAP



CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO
BE MADE OF THE PROPERTY SHOWN HEREON AND THAT
SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE AND BELIEF.

[Signature] 4/8/2019
MICHAEL BLAKE COLLINS, PLS
MS LS NO. 02955
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232

CLASS B SURVEY
DATE OF FIELD SURVEY
AUGUST 2018



Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
2001 Airport Road, Suite 201
Flowood, MS 39232
601.956.3663

LANDON ROAD
PROPOSED R.O.W. EXHIBIT
SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS

EXHIBIT B

DESCRIPTION	PROJECT #	SHEET #
R.O.W. EXHIBIT	25365.00	1
SCALE	DATE	
1"=50'	04/08/2019	

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

WHEREAS, The Peoples Bank ("Lessee") holds a leasehold interest in certain sixteenth section land owned by the Harrison County School District ("Lessor") by virtue of a Lease Agreement dated March 2, 2009, between the Harrison County School District Board of Education and Daniel and Julia Chang (Instrument #2009-1740-D-J1) and a Substitute Trustee's Deed dated August 26, 2013, between David M. Allen (Substitute Trustee) and The Peoples Bank (Instrument #2013-6193-D-J1); and

WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across 10,062 square feet adjacent to the south line of existing Landon Road along the north line of the leasehold estate property (herein, the "Easement for Street Right-of-Way") as more fully described in Exhibit "1" hereto, and the Lessee's written consent to the Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **The Peoples Bank**, as Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way for the City of Gulfport to construct and maintain street and associated utility improvements in said easement,

and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 12 day of September, 2019.

THE PEOPLES BANK
BILOXI, MISSISSIPPI

BY:

Chevis Swetman
Chevis Swetman, President

STATE OF MISSISSIPPI

COUNTY OF

Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12 day of September, 2019, within my jurisdiction, the within named CHEVIS SWETMAN, who acknowledged before me that he is the duly elected/appointed President of The Peoples Bank, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of The Peoples Bank, having been first duly authorized so to act.

Audre Weeks

Notary Public

My Commission Expires:

July 16, 2023



EXHIBIT "1"

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND FOR PERPETUAL STREET RIGHT OF WAY LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1539.13 FEET; THENCE RUN EAST 359.89 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY AND THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 20+32.915 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341174.42, E 899546.27 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 00°15'29" E ALONG SAID WEST LINE OF THE GRANTOR'S PROPERTY FOR A DISTANCE OF 5.12 FEET TO A 1/2" REBAR SET ON THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 69.916 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 20+32.271; THENCE RUN N 89°47'43" E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 94.54 FEET TO A SET 1/2" REBAR; THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE, RUN EASTERLY ON AND ALONG THE ARC OF A CURVE TO THE RIGHT TO A SET 1/2" REBAR, SAID CURVE HAVING A RADIUS OF 637.79 FEET, AN ARC LENGTH OF 198.72 FEET, A CHORD BEARING OF S 81°16'44" E, A CHORD LENGTH OF 197.91 FEET, AND A DELTA ANGLE OF 17°51'06"; THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE, RUN S 72°21'11" E FOR A DISTANCE OF 9.86 FEET TO A 1/2" REBAR SET ON THE GRANTOR'S EAST PROPERTY LINE; THENCE, LEAVING SAID RIGHT OF WAY LINE, RUN S 17°32'07" W ALONG SAID EAST LINE FOR A DISTANCE OF 53.37 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 23+42.172; THENCE, LEAVING SAID EAST PROPERTY LINE, RUN N 72°04'00" W ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 163.68 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 21+78.490; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN WESTERLY ON AND ALONG THE ARC OF A CURVE TO THE LEFT BACK TO THE **POINT OF BEGINNING**, SAID CURVE HAVING A RADIUS OF 675.00 FEET, AN ARC LENGTH OF 131.02 FEET, A CHORD BEARING OF N 77°37'38" W, A CHORD LENGTH OF 130.81 FEET, AND A DELTA ANGLE OF 11°07'16"; AND CONTAINING 0.23 ACRES (10,062 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



SCANNED



Jefferson 1st Judicial District
 Instrument 2020 6684 D - J1
 Filed/Recorded 6/15/2020 02:35 P
 Total Fees \$ 31.00
 10 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

REVIEWED

PERPETUAL EASEMENT FOR STREET RIGHT OF WAY

and

TEMPORARY CONSTRUCTION EASEMENT

[Landon Road Widening Project]

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **Grantor**,

HARRISON COUNTY SCHOOL DISTRICT

11072 Highway 49
 Gulfport, Mississippi 39503
 Telephone: (228) 539-6500

does hereby grant, bargain, sell and convey unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual (permanent) easement for construction and maintenance of road right of way improvements and any and all utility services required therein, and a temporary construction easement for access to construct the project, over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" and "B"

These Easements shall be made with consent of Lessee, Southeastern Realty Mgt – Gulfport, LLC.

These Easements are subject to any and all presently existing or recorded easements or rights-of-way affecting the property contained in said easement.

INDEXING INSTRUCTIONS: NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

WITNESS OUR SIGNATURES on this the 9TH day of SEPTEMBER, 2019.

HARRISON COUNTY SCHOOL DISTRICT

BY:

Roy Gill

Roy Gill, Superintendent of Education

ATTEST:

David Ladner

David Ladner, Board President

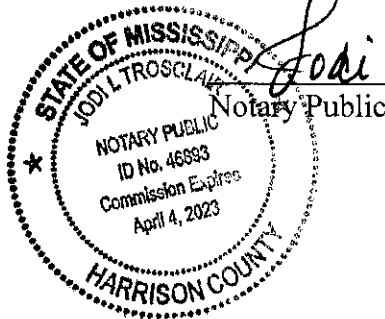
STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9TH day of SEPTEMBER, 2019, within my jurisdiction, the within named ROY GILL, who acknowledged before me that he is the Superintendent of Education for the Harrison County School District; and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of the Harrison County School District, having been first duly authorized so to act by authority of the Board of Education of the Harrison County School District.

My Commission Expires:

4/4/2023



Jodi L. Trosclair
Notary Public

Exhibit "A"PERPETUAL EASEMENT FOR STREET RIGHT OF WAY

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND FOR PERPETUAL STREET RIGHT OF WAY LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1768.90 FEET; THENCE RUN EAST 1669.42 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE EAST LINE OF A RAILROAD RIGHT OF WAY AND THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+70.621 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340944.65, E 900855.80 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 19°21'10" W ALONG SAID RAILROAD RIGHT OF WAY LINE AND THE WEST LINE OF THE GRANTOR'S PROPERTY FOR A DISTANCE OF 22.66 FEET TO A 1/2" REBAR SET ON THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD AND THE NORTH LINE OF THE GRANTOR'S PROPERTY; THENCE RUN N 89°04'53" E ALONG SAID NORTH LINE FOR A DISTANCE OF 120.88 FEET TO A FOUND 1/2" REBAR; THENCE, CONTINUING ALONG SAID NORTH LINE, RUN S 85°22'21" E FOR A DISTANCE OF 14.87 FEET TO A SET 1/2" REBAR, SAID POINT BEING 61.617 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 35+00.000; THENCE, LEAVING SAID NORTH LINE, RUN S 03°53'00" E ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 3.38 FEET TO A SET 1/2" REBAR, SAID POINT BEING 65.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 35+00.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN S 86°07'00" W FOR A DISTANCE OF 110.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 65.000 RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+90.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN S 58°49'16" W FOR A DISTANCE OF 21.81 FEET BACK TO THE **POINT OF BEGINNING**, AND CONTAINING 0.03 ACRES (1,209 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1768.90 FEET; THENCE RUN EAST 1669.42 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE EAST LINE OF A RAILROAD RIGHT OF WAY AND THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+70.621 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340944.65, E 900855.80; THENCE RUN N 58°49'16" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 4.93 FEET TO A SET 1/2" REBAR, SAID POINT BEING 72.741 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+75.000 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340947.20, E 900860.02 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 58°49'16" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 16.88 FEET TO A SET 1/2" REBAR, SAID POINT BEING 65.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+90.000; THENCE, CONTINUING ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE, RUN N 86°07'00" E FOR A DISTANCE OF 45.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 65.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 34+35.000; THENCE, LEAVING SAID PROPOSED SOUTH RIGHT OF WAY LINE, RUN S 03°53'00" E FOR A DISTANCE OF 20.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 34+35.000; THENCE RUN S 86°07'00" W FOR A DISTANCE OF 60.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+75.000; THENCE RUN N 03°53'00" W FOR A DISTANCE OF 12.26 FEET BACK TO THE **POINT OF BEGINNING**, AND CONTAINING 0.03 ACRES (1,142 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



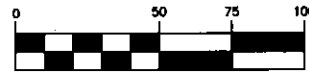
BASIS OF BEARINGS

THE BEARINGS ON THIS PLAT ARE BASED ON AND REFERENCED TO THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM GRID NORTH (NAD83 - EAST ZONE) AS DERIVED USING RTK GPS OBSERVATIONS USING EARL DUDLEY CONTINUOUSLY OPERATING REFERENCE NETWORK.

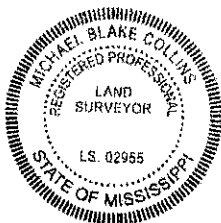
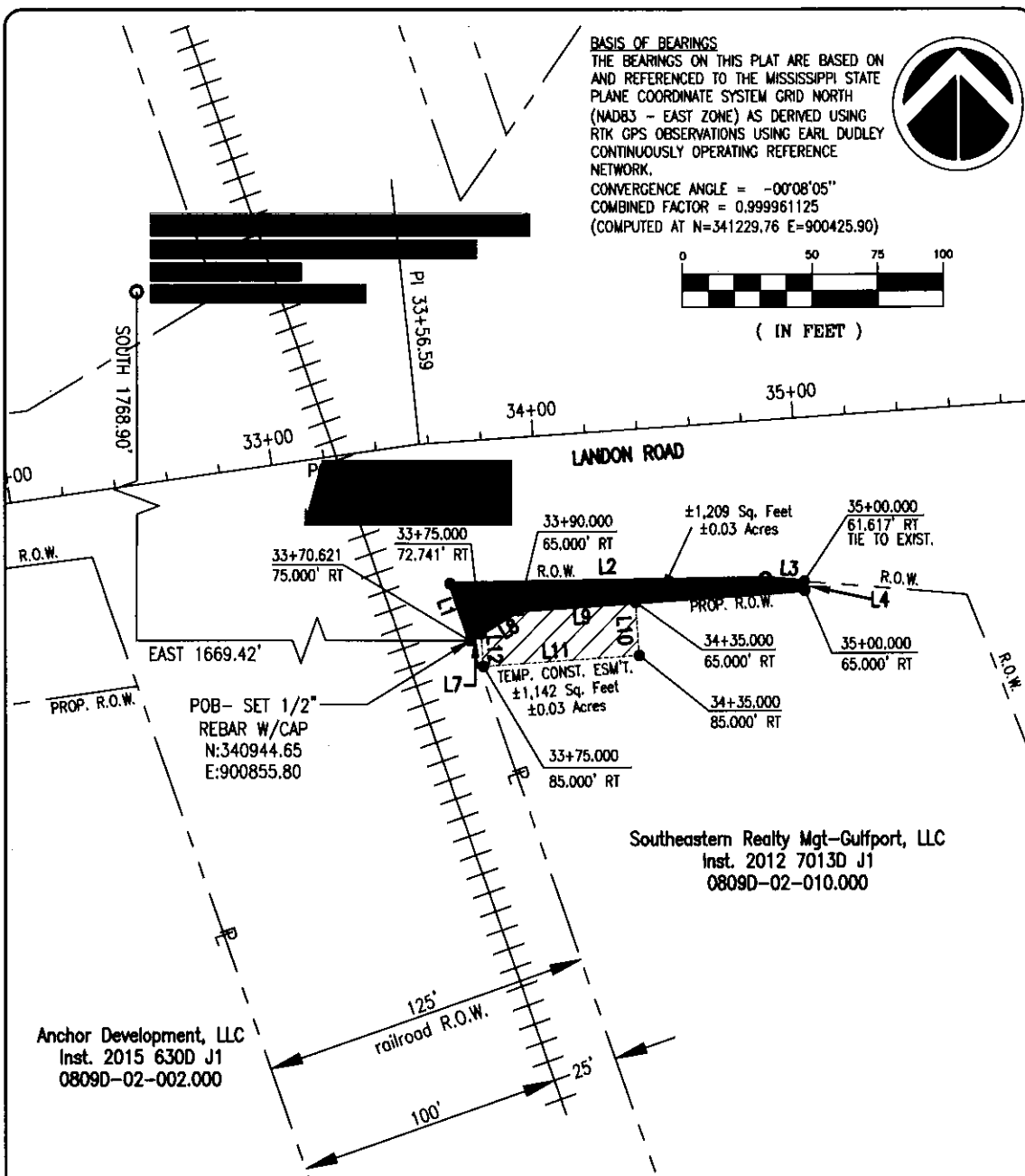
CONVERGENCE ANGLE = -00°08'05"

COMBINED FACTOR = 0.999961125

(COMPUTED AT N=341229.76 E=900425.90)



(IN FEET)



LEGEND

- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ⊙ FOUND 1/2" REBAR
- SET 1/2" REBAR WITH CAP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 19°21'10" W	22.66'
L2	N 89°04'53" E	120.88'
L3	S 85°22'21" E	14.87'
L4	S 03°53'00" E	3.38'
L5	S 86°07'00" W	110.00'
L6	S 58°49'16" W	21.81'
L7	N 58°49'16" E	4.93'
L8	N 58°49'16" E	16.88'
L9	N 86°07'00" E	45.00'
L10	S 03°53'00" E	20.00'
L11	S 86°07'00" W	60.00'
L12	N 03°53'00" W	12.26'

CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE OF THE PROPERTY SHOWN HEREON AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Michael Blake Collins 04/08/2019

MICHAEL BLAKE COLLINS, PLS
MS LS NO. 02955
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232

CLASS B SURVEY

FIELD WORK COMPLETED MARCH 30, 2019



Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
2001 Airport Road, Suite 201
Flowood, MS 39232
601.396.3600

LANDON ROAD
PROPOSED R.O.W. EXHIBIT
SECTION 18, TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS

EXHIBIT B

DESCRIPTION	R.O.W. EXHIBIT	PROJECT	25365.00	SHEET	1
SCALE	1"=50'	DATE	04/08/2019		

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

WHEREAS, Southeastern Realty Mgt – Gulfport, LLC (“Lessee”), holds a leasehold interest in certain sixteenth section land owned by the Harrison County School District (“Lessor”) by virtue of a Lease Agreement dated October 19, 2009, between the Harrison County School District Board of Education and Development Enterprises, Inc. (Instrument #2010-1422-D-J1), a Substitute Trustee’s Deed dated August 8, 2012, between Robert T. Schwartz (Substitute Trustee) and Charter Bank (Instrument #2012-5159-D-J1) and an Assignment dated October 31, 2012, between Charter Bank and Southeastern Realty Mgt – Gulfport, LLC (2012-7013-D-J1); and

WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across 1,209 square feet adjacent to the south line of existing Landon Road along the north line of the leasehold estate property (herein, the “Easement for Street Right-of-Way”) as more fully described in Exhibits “1” and “3” hereto and a Temporary Construction Easement over, under and across 1,142 square feet adjacent to the Easement for Street Right-of-Way as more fully described in Exhibits “2” and “3” hereto, and the Lessee’s written consent to the Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Southeastern Realty Mgt – Gulfport, LLC**, as Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way and the Temporary Construction Easement for the City of Gulfport to construct and maintain street and associated utility improvements in said easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 8 day of

June, 2020.

SOUTHEASTERN REALTY MGT – GULFPORT, LLC

BY:

[Signature]
John Moore, Manager

STATE OF MISSISSIPPI

COUNTY OF

Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of June, 2020, within my jurisdiction, the within named JOHN MOORE, who acknowledged before me that he is Manager of Southeastern Realty Mgt – Gulfport, LLC, and that she signed, executed and delivered the above and foregoing instrument in writing for an in behalf of Southeastern Realty Mgt – Gulfport, LLC, having been first duly authorized so to act.

Kimberly Grant
Notary Public

My Commission Expires:



EXHIBIT "1"**SOUTHEASTERN REALTY MGT-GULFPORT, LLC****RIGHT OF WAY DESCRIPTION**

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1768.90 FEET; THENCE RUN EAST 1669.42 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE EAST LINE OF A RAILROAD RIGHT OF WAY AND THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+70.621 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340944.65, E 900855.80 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 19°21'10" W ALONG SAID RAILROAD RIGHT OF WAY LINE AND THE WEST LINE OF THE GRANTOR'S PROPERTY FOR A DISTANCE OF 22.66 FEET TO A 1/2" REBAR SET ON THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD AND THE NORTH LINE OF THE GRANTOR'S PROPERTY; THENCE RUN N 89°04'53" E ALONG SAID NORTH LINE FOR A DISTANCE OF 120.88 FEET TO A FOUND 1/2" REBAR; THENCE, CONTINUING ALONG SAID NORTH LINE, RUN S 85°22'21" E FOR A DISTANCE OF 14.87 FEET TO A SET 1/2" REBAR, SAID POINT BEING 61.617 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 35+00.000; THENCE, LEAVING SAID NORTH LINE, RUN S 03°53'00" E ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 3.38 FEET TO A SET 1/2" REBAR, SAID POINT BEING 65.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 35+00.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN S 86°07'00" W FOR A DISTANCE OF 110.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 65.000 RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+90.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN S 58°49'16" W FOR A DISTANCE OF 21.81 FEET BACK TO THE **POINT OF BEGINNING**, AND CONTAINING 0.03 ACRES (1,209 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



EXHIBIT "2"**SOUTHEASTERN REALTY MGT-GULFPORT, LLC****TEMPORARY CONSTRUCTION EASEMENT**

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

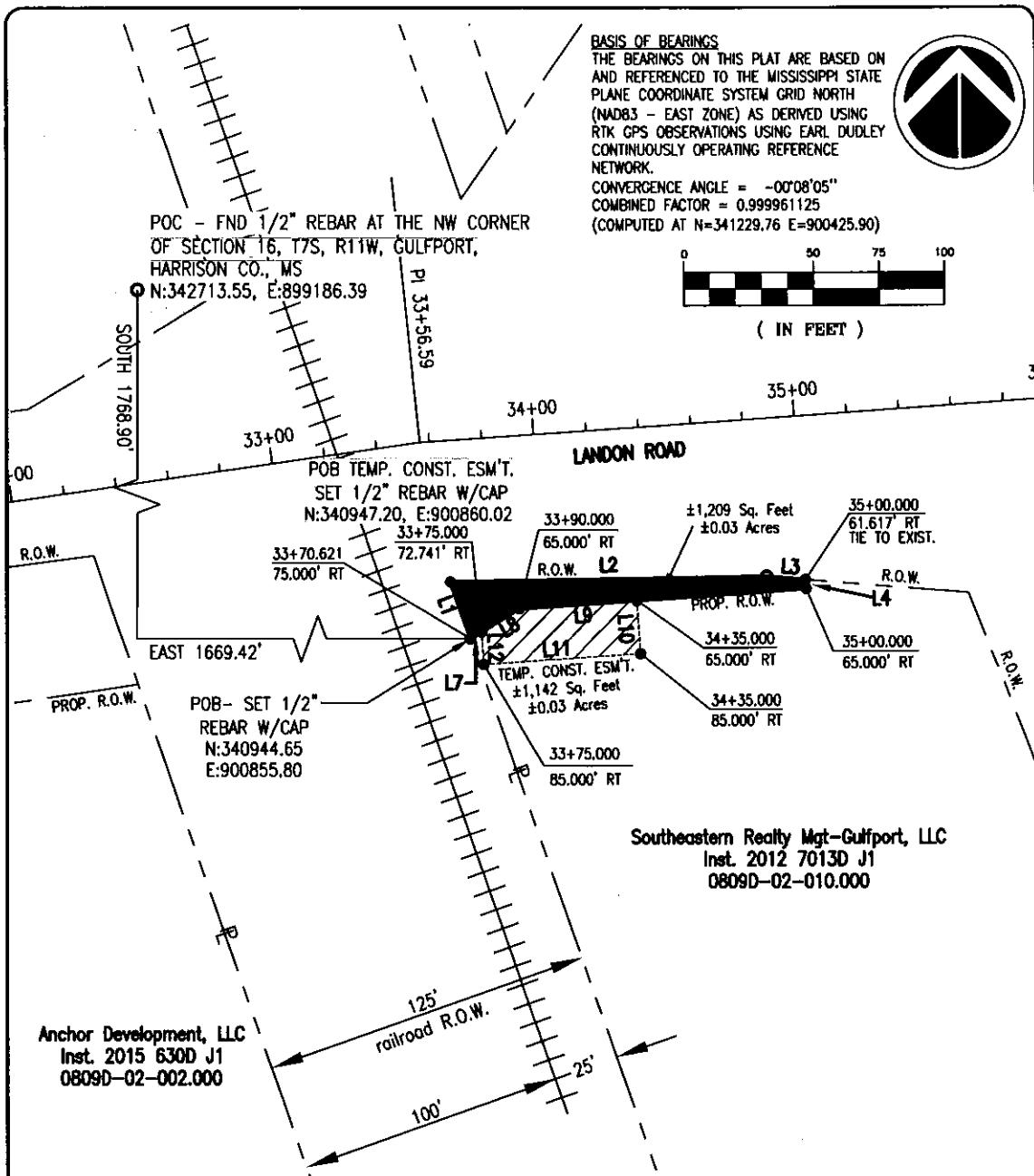
COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1768.90 FEET; THENCE RUN EAST 1669.42 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE EAST LINE OF A RAILROAD RIGHT OF WAY AND THE PROPOSED SOUTH RIGHT OF WAY LINE OF LONDON ROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+70.621 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340944.65, E 900855.80; THENCE RUN N 58°49'16" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 4.93 FEET TO A SET 1/2" REBAR, SAID POINT BEING 72.741 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+75.000 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340947.20, E 900860.02 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 58°49'16" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 16.88 FEET TO A SET 1/2" REBAR, SAID POINT BEING 65.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+90.000; THENCE, CONTINUING ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE, RUN N 86°07'00" E FOR A DISTANCE OF 45.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 65.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 34+35.000; THENCE, LEAVING SAID PROPOSED SOUTH RIGHT OF WAY LINE, RUN S 03°53'00" E FOR A DISTANCE OF 20.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 34+35.000; THENCE RUN S 86°07'00" W FOR A DISTANCE OF 60.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+75.000; THENCE RUN N 03°53'00" W FOR A DISTANCE OF 12.26 FEET BACK TO THE **POINT OF BEGINNING**, AND CONTAINING 0.03 ACRES (1,142 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663





LEGEND

- R.O.W. RIGHT OF WAY
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 ● FOUND 1/2" REBAR
 ● SET 1/2" REBAR WITH CAP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 19°21'10" W	22.66'
L2	N 89°04'53" E	120.88'
L3	S 85°22'21" E	14.87'
L4	S 03°53'00" E	3.38'
L5	S 86°07'00" W	110.00'
L6	S 58°49'16" W	21.81'
L7	N 58°49'16" E	4.93'
L8	N 58°49'16" E	16.88'
L9	N 86°07'00" E	45.00'
L10	S 03°53'00" E	20.00'
L11	S 86°07'00" W	60.00'
L12	N 03°53'00" W	12.26'

CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE OF THE PROPERTY SHOWN HEREON AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature] 04/08/2019
 MICHAEL BLAKE COLLINS, PLS
 MS LS NO. 02955
 2001 AIRPORT ROAD, SUITE 201
 FLOWOOD, MS 39232

CLASS B SURVEY

FIELD WORK COMPLETED MARCH 30, 2019



Pickering Firm, Inc.
 Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201
 Flowood, MS 39232
 601.956.3663

LONDON ROAD
 PROPOSED R.O.W. EXHIBIT
 SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WE
 GULFPORT, HARRISON COUNTY, MS

EXHIBIT
3

DESCRIPTION	R.O.W. EXHIBIT	PROJECT /	25365.00
SCALE	1"=50'	DATE	04/08/2019

1



SCANNED



J. J. J. J1 - GULFPORT DISTRICT
Instrument 2022-0004402-D-J1
Filed/Recorded 02/24/2022 2:40:01 PM
Total Fees 42.00
21 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL EASEMENT FOR STREET RIGHT OF WAY

and

TEMPORARY CONSTRUCTION EASEMENT

[Landon Road Widening Project]

[Anchor Development – West of Daniel Boulevard]

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **Grantor**,

HARRISON COUNTY SCHOOL DISTRICT

11072 Highway 49
Gulfport, Mississippi 39503
Telephone: (228) 539-6500

does hereby grant, bargain, sell and convey unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual (permanent) easement for construction and maintenance of road right of way improvements and any and all utility services required therein, and a temporary construction easement for access to construct the project, over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" and "B"

These Easements shall be made with consent of Lessee, Anchor Development, LLC, and, where applicable, Sub-Lessee, Gulf Breeze Properties II, LLC, and Snappy Investments Gulfport, LLC.

These Easements are subject to any and all presently existing or recorded easements or rights-of-way affecting the property contained in said easement.

INDEXING INSTRUCTIONS: NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

WITNESS OUR SIGNATURES on this the 23 day of AUGUST, 2021.



HARRISON COUNTY SCHOOL DISTRICT

BY: Mitchell King
Mitchell King, Superintendent of Education

ATTEST: David Ladner
David Ladner, Board Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23RD day of AUGUST, 2021, within my jurisdiction, the within named MITCHELL KING, who acknowledged before me that he is the Superintendent of Education for the Harrison County School District, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of the Harrison County School District, having been first duly authorized so to act by authority of the Board of Education of the Harrison County School District.

Jodi L. Trosclair
Notary Public

My Commission Expires:

4/4/2023



Exhibit "A"

ANCHOR DEVELOPMENT, LLC

RIGHT OF WAY DESCRIPTION

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1566.67 FEET; THENCE RUN EAST 659.47 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY WITH THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341146.88, E 899845.86 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL. FROM SAID **POINT OF BEGINNING**, THENCE RUN S 72°21'11" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 144.70 FEET TO A FOUND 3/4" BOLT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°48'17" E FOR A DISTANCE OF 251.18 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 19°51'53" W FOR A DISTANCE OF 15.01 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°45'29" E FOR A DISTANCE OF 133.59 FEET TO A FOUND 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 13°08'52" W FOR A DISTANCE OF 57.12 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 95.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+72.769; THENCE LEAVING THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, RUN N 51°14'59" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 27.31 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+50.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 70.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+80.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 64°56'30" W FOR A DISTANCE OF 80.62 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+00.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 85.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN S 17°56'00" W FOR A DISTANCE OF 10.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 20.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 25+95.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 17°56'00" E FOR A DISTANCE OF 10.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 25+95.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 252.83 FEET TO A 1/2" REBAR SET ON THE WEST LINE OF THE GRANTOR'S PROPERTY; THENCE, LEAVING SAID PROPOSED RIGHT OF WAY LINE, RUN N 17°32'07" E ALONG THE GRANTOR'S WEST PROPERTY LINE FOR A DISTANCE OF 53.37

FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.64 ACRE (27,924 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).
 PICKERING FIRM, INC.
 2001 AIRPORT ROAD, SUITE 201
 FLOWOOD, MS 39232
 (601)956-3663

ANCHOR DEVELOPMENT, LLC

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961425 AND A CONVERGENCE ANGLE OF -00°08'05".

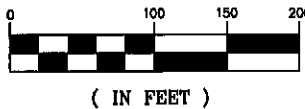
A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1566.67 FEET; THENCE RUN EAST 659.47 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY WITH THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341146.88, E 899845.86; THENCE RUN S 72°21'11" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 144.70 FEET TO A FOUND 3/4" BOLT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°48'17" E FOR A DISTANCE OF 251.18 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 19°51'53" W FOR A DISTANCE OF 15.01 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°45'29" E FOR A DISTANCE OF 133.59 FEET TO A FOUND 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 13°08'52" W FOR A DISTANCE OF 57.12 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 95.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+72.769; THENCE LEAVING THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, RUN N 51°14'59" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 27.31 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+50.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 70.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+80.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 64°56'30" W FOR A DISTANCE OF 80.62 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+00.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+60.000 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340998.13, E 900132.16 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL. FROM SAID **POINT OF BEGINNING**, THENCE RUN N 72°04'00" W ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION

26+20.000; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, RUN S 17°56'00" W FOR A DISTANCE OF 5.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 80.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+20.000; THENCE RUN S 72°04'00" E FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 80.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+60.000; THENCE RUN N 17°56'00" E FOR A DISTANCE OF 5.00 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.005 ACRE (200 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).
PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663

BASIS OF BEARINGS
 THE BEARINGS ON THIS PLAT ARE
 BASED ON AND REFERENCED TO
 THE MISSISSIPPI STATE PLANE
 COORDINATE SYSTEM GRID NORTH
 (NAD83 - EAST ZONE) AS
 DERIVED USING RTK GPS
 OBSERVATIONS USING EARL DUDLEY
 CONTINUOUSLY OPERATING REFERENCE NETWORK.
 CONVERGENCE ANGLE = -00°08'05"
 COMBINED FACTOR = 0.999961125
 (COMPUTED AT N=341229.76 E=900425.90)

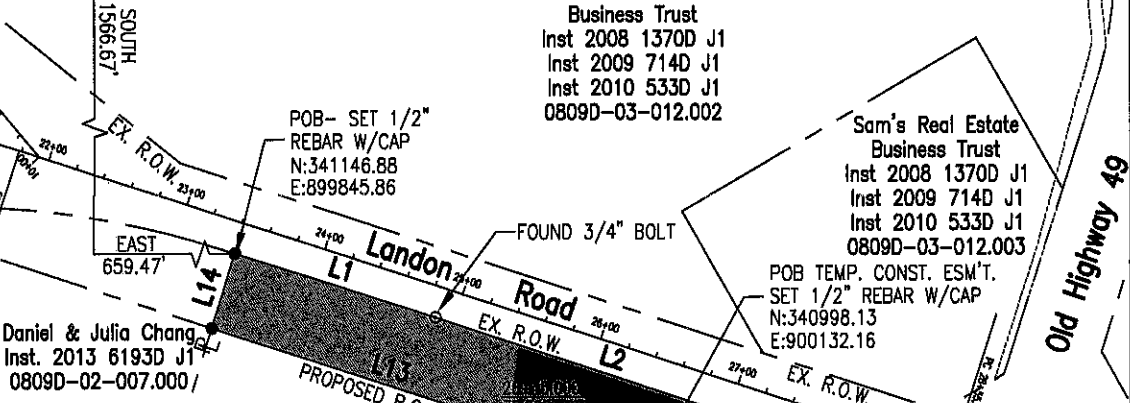


Sanitary Sewer Easement
 Inst. 2009 1889D J1

POC - FND 1/2" REBAR AT THE NW CORNER
 OF SECTION 16, T7S, R11W, GULFPORT,
 HARRISON CO., MS
 N:342713.55, E:899186.39

Sam's Real Estate
 Business Trust
 Inst 2008 1370D J1
 Inst 2009 714D J1
 Inst 2010 533D J1
 0809D-03-012.002

Sam's Real Estate
 Business Trust
 Inst 2008 1370D J1
 Inst 2009 714D J1
 Inst 2010 533D J1
 0809D-03-012.003



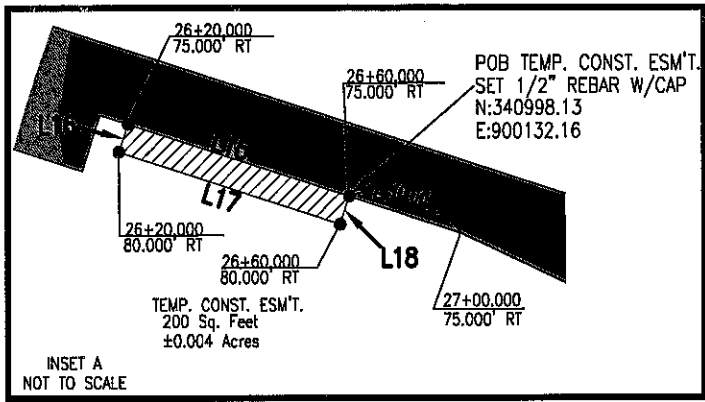
LINE	BEARING	DISTANCE
L1	S 72°21'11" E	144.70'
L2	S 71°48'17" E	251.18'
L3	S 19°51'53" W	15.01'
L4	S 71°45'29" E	133.59'
L5	S 13°08'52" W	57.12'
L6	N 51°14'59" W	27.31'
L7	N 72°04'00" W	70.00'
L8	N 64°56'30" W	80.62'
L9	N 72°04'00" W	85.00'
L10	S 17°56'00" W	10.00'
L11	N 72°04'00" W	20.00'
L12	N 17°56'00" E	10.00'
L13	N 72°04'00" W	252.83'
L14	N 17°32'07" E	53.37'
L15	N 72°04'00" W	40.00'
L16	S 17°56'00" W	5.00'
L17	S 72°04'00" E	40.00'
L18	N 17°56'00" E	5.00'

Anchor Development, LLC
 Inst. 2015 630D J1
 0809D-02-002.000

LEGEND

- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- FOUND 1/2" REBAR
- SET 1/2" REBAR WITH CAP

80'
 Potter's Wings Realty
 Ingress, Egress, Drainage,
 and
 Utility Easement
 Inst 2015 1458D J1



CERTIFICATION
 THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO
 BE MADE OF THE PROPERTY SHOWN HEREON AND THAT
 SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF
 MY KNOWLEDGE AND BELIEF.

Michael Blake Collins 4/8/2019

MICHAEL BLAKE COLLINS, PLS
 MS LS NO. 02955
 2001 AIRPORT ROAD, SUITE 201
 FLOWOOD, MS 39232

CLASS B SURVEY
 DATE OF FIELD SURVEY
 AUGUST 2018



Pickering Firm, Inc.
 Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201
 Flowood, MS 39232
 601.956.3883

LANDON ROAD
 PROPOSED R.O.W. EXHIBIT
 SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST
 GULFPORT, HARRISON COUNTY, MS

**EXHIBIT
 B**

DESCRIPTION	R.O.W. EXHIBIT	PROJECT #	25365.00	SHEET #	1
SCALE	1"=50'	DATE	04/08/2019		

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

WHEREAS, Anchor Development, LLC ("Lessee"), holds a leasehold interest in certain sixteenth section land owned by the Harrison County School District ("Lessor") by virtue of a Lease Agreement dated October 28, 2014, between the Harrison County School District Board of Education and Anchor Development, LLC (Instrument #2015-1072-D-J1) and by virtue of an Assignment and Amended Lease Agreement between Avery Investments, LLC, Anchor Development, LLC, and the Harrison County School District (Instrument #2010-6585-D-J1); and

WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across 27,924 square feet adjacent to the south line of existing Landon Road along the north line of the leasehold estate property (herein, the "Easement for Street Right-of-Way") as more fully described in Exhibits "1" and "3" hereto and a Temporary Construction Easement over, under and across 200 square feet adjacent to the Easement for Street Right-of-Way as more fully described in Exhibits "2" and "3" hereto, and the Lessee's written consent to the Easement for Street Right-of-Way and the Temporary Construction Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Anchor Development, LLC, as Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way and the Temporary Construction Easement as described herein for the City of Gulfport to construct and maintain street and associated utility improvements in said easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 4 day of June 2021.

ANCHOR DEVELOPMENT, LLC
BY: [Signature]
John Tampa, Manager

STATE OF GA
COUNTY OF Gwinnett

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4 day of June, 2021, within my jurisdiction, the within named JOHN TAMPA, who acknowledged before me that he is the Manager of ANCHOR DEVELOPMENT, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of ANCHOR DEVELOPMENT, LLC, having been first duly authorized so to act.

Mariana D Cristea
Notary Public

My Commission Expires:
8-6-2024

MARIANA D CRISTEA
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires 8/6/2024

EXHIBIT "1"

ANCHOR DEVELOPMENT, LLC
RIGHT OF WAY DESCRIPTION
PARCEL 2

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1566.67 FEET; THENCE RUN EAST 659.47 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY WITH THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341146.88, E 899845.86 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL. FROM SAID **POINT OF BEGINNING**, THENCE RUN S 72°21'11" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 144.70 FEET TO A FOUND 3/4" BOLT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°48'17" E FOR A DISTANCE OF 251.18 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 19°51'53" W FOR A DISTANCE OF 15.01 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°45'29" E FOR A DISTANCE OF 133.59 FEET TO A FOUND 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 13°08'52" W FOR A DISTANCE OF 57.12 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 95.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+72.769; THENCE LEAVING THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, RUN N 51°14'59" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 27.31 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+50.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 70.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+80.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 64°56'30" W FOR A DISTANCE OF 80.62 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+00.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 85.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN S 17°56'00" W FOR A DISTANCE OF 10.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+15.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 20.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 25+95.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 17°56'00" E FOR A DISTANCE OF 10.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 25+95.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 252.83 FEET TO A 1/2" REBAR SET ON THE WEST LINE OF THE

GRANTOR'S PROPERTY; THENCE, LEAVING SAID PROPOSED RIGHT OF WAY LINE, RUN N 17°32'07" E ALONG THE GRANTOR'S WEST PROPERTY LINE FOR A DISTANCE OF 53.37 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.64 ACRE (27,924 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).
PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601)956-3663



EXHIBIT "2"**ANCHOR DEVELOPMENT, LLC****TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

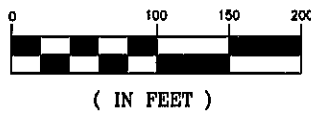
COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1566.67 FEET; THENCE RUN EAST 659.47 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY WITH THE SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341146.88, E 899845.86; THENCE RUN S 72°21'11" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 144.70 FEET TO A FOUND 3/4" BOLT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°48'17" E FOR A DISTANCE OF 251.18 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 19°51'53" W FOR A DISTANCE OF 15.01 FEET TO A SET 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 71°45'29" E FOR A DISTANCE OF 133.59 FEET TO A FOUND 1/2" REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, RUN S 13°08'52" W FOR A DISTANCE OF 57.12 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 95.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+72.769; THENCE LEAVING THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, RUN N 51°14'59" W ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 27.31 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 28+50.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 70.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+80.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 64°56'30" W FOR A DISTANCE OF 80.62 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 27+00.000; THENCE CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 72°04'00" W FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+60.000 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340998.13, E 900132.16 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 72°04'00" W ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+20.000; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, RUN S 17°56'00" W FOR A DISTANCE OF 5.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 80.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+20.000; THENCE RUN S 72°04'00" E FOR A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 80.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 26+60.000; THENCE RUN N 17°56'00" E FOR A DISTANCE OF 5.00 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.005 ACRE (200 SQUARE FEET), MORE OR LESS.

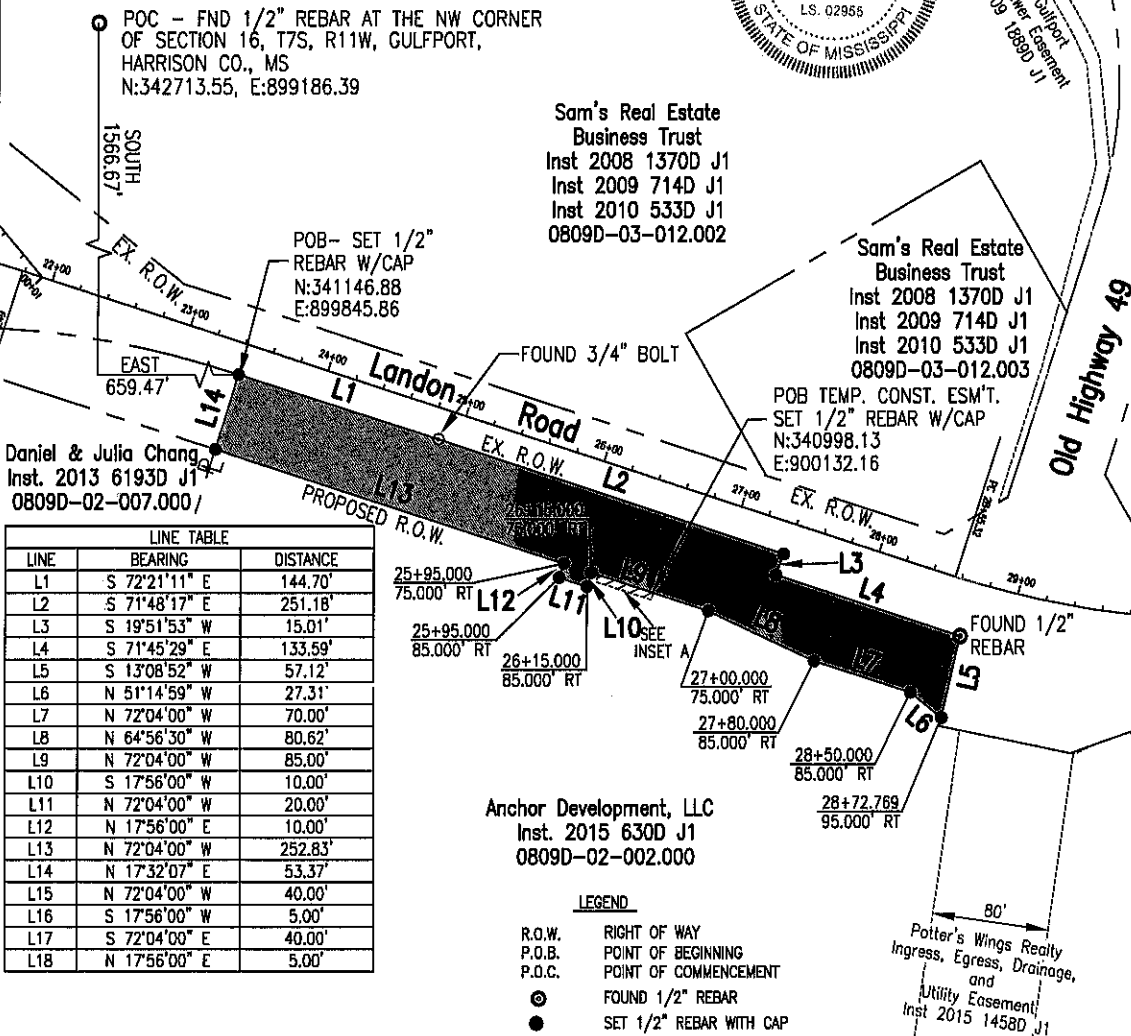
THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019
(PFI JOB NO. 25365.00).
PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



BASIS OF BEARINGS
 THE BEARINGS ON THIS PLAT ARE
 BASED ON AND REFERENCED TO
 THE MISSISSIPPI STATE PLANE
 COORDINATE SYSTEM GRID NORTH
 (NAD83 - EAST ZONE) AS
 DERIVED USING RTK GPS
 OBSERVATIONS USING EARL DUDLEY
 CONTINUOUSLY OPERATING REFERENCE NETWORK.
 CONVERGENCE ANGLE = -00°08'05"
 COMBINED FACTOR = 0.999961125
 (COMPUTED AT N=341229.76 E=900425.90)



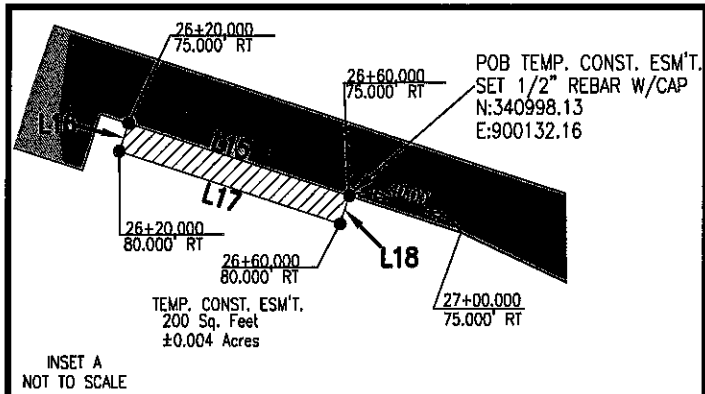
Sanitary Sewer Easement
 Inst 2009 18890 J1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 72°21'11" E	144.70'
L2	S 71°48'17" E	251.18'
L3	S 19°51'53" W	15.01'
L4	S 71°45'29" E	133.59'
L5	S 13°08'52" W	57.12'
L6	N 51°14'59" W	27.31'
L7	N 72°04'00" W	70.00'
L8	N 64°56'30" W	80.62'
L9	N 72°04'00" W	85.00'
L10	S 17°56'00" W	10.00'
L11	N 72°04'00" W	20.00'
L12	N 17°56'00" E	10.00'
L13	N 72°04'00" W	252.83'
L14	N 17°32'07" E	53.37'
L15	N 72°04'00" W	40.00'
L16	S 17°56'00" W	5.00'
L17	S 72°04'00" E	40.00'
L18	N 17°56'00" E	5.00'

LEGEND

- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- FOUND 1/2" REBAR
- SET 1/2" REBAR WITH CAP



CERTIFICATION
 THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO
 BE MADE OF THE PROPERTY SHOWN HEREON AND THAT
 SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF
 MY KNOWLEDGE AND BELIEF.

[Signature] 4/8/2019
 MICHAEL BLAKE COLLINS, PLS
 MS LS NO. 02955
 2001 AIRPORT ROAD, SUITE 201
 FLOWOOD, MS 39232

CLASS B SURVEY
 DATE OF FIELD SURVEY
 AUGUST 2018



Pickering Firm, Inc.
 Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201
 Flowood, MS 39232
 601.956.3663

LANDON ROAD PROPOSED R.O.W. EXHIBIT	
SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST GULFPORT, HARRISON COUNTY, MS	
DESCRIPTION R.O.W. EXHIBIT	PROJECT 25365.00
SCALE 1"=50'	DATE 04/08/2019

EXHIBIT
3

SHEET
1

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SUB-LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

WHEREAS, Gulf Breeze Properties II, LLC ("Sub-Lessee"), holds a sub-leasehold interest in certain sixteenth section land owned by the Harrison County School District ("Lessor") by virtue of a Sub-Lease Agreement dated May 24, 2021, between Anchor Development, LLC ("Lessee") and Sub-Lessee (which was filed for record on March 6, 2009, and recorded at Instrument No. 2009-1581-D-J1), which Sub-Lease Agreement was amended by an Amendment to Gulf Breeze Properties II, LLC, 2009 Sub-Lease Agreement on or about May 24, 2021 (which was filed for record on June 30, 2021, and recorded at Instrument No. 2021-9366-D-J1); and

WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across approximately 7,167 square feet adjacent to the south line of existing Landon Road along the north line of the leasehold estate property (herein, the "Easement for Street Right-of-Way") as more fully described in Exhibit "1" hereto, and the Sub-Lessee's written consent to the Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Gulf Breeze Properties II, LLC**, as Sub-Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way for the City of Gulfport to construct and maintain street and associated utility improvements in said easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 9th day of Nov., 2021.

GULF BREEZE PROPERTIES II, LLC

BY:

Robert A. Braun
Robert A. Braun, Manager

STATE OF

Mississippi

COUNTY OF

Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of Nov., 2021, within my jurisdiction, the within named ROBERT A. BRAUN, who acknowledged before me that he is the Manager of GULF BREEZE PROPERTIES II, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing for an in behalf of GULF BREEZE PROPERTIES II, LLC, having been first duly authorized so to act.

[Signature]
Notary Public

My Commission Expires:

July 18, 2022



EXHIBIT "1"

A PARCEL OF LAND SITUATED IN THE SW ¼ OF THE NW ¼ OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AS SHOWN ON THE PLAT OF SURVEY PREPARED BY PATRICK MARTINO PLS INC. DATED MAY 4, 2011 AND REVISED MAY 11, 2021 (GEODETIC BEARINGS USED DURING SURVEY BASED ON RTK GPS OBSERVATION) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1" IRON ROD FOUND IN CONCRETE AT THE APPARENT SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, N00°05'16"W 930.30 FEET TO A 1/2" IRON ROD FOUND; THENCE S89°58'09"E 502.22 FEET TO A 1/2" IRON ROD FOUND, SITUATED ON THE SOUTH LINE OF A PARCEL DESCRIBED IN THE 16TH SECTION PUBLIC SCHOOL TRUST LANDS COMMERCIAL LEASE AGREEMENT, RECORDED IN DEED INSTRUMENT #2009-1740-D-J1; THENCE ALONG SAID SOUTH LINE, S76°11'58"E 102.72 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID COMMERCIAL LEASE AGREEMENT PARCEL, THENCE ALONG THE EAST LINE OF SAID COMMERCIAL LEASE AGREEMENT PARCEL, N17°31'55"E 156.67 FEET TO A CAPPED 1/2" IRON ROD FOUND (STAMPED: COA 116) ON THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD; THENCE S72°02'46"E 116.50 FEET ALONG THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD TO A CAPPED 1/2" IRON ROD FOUND (STAMPED: MARTINO PLS 2838) ON THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD FOR THE POINT OF BEGINNING; THENCE N17°27'37"E 53.89 FEET TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838) ON THE EXISTING RIGHT-OF-WAY OF LANDON ROAD; THENCE S72°35'33"E 28.26 FEET ALONG THE EXISTING RIGHT-OF-WAY OF LANDON ROAD TO A 1" BOLT FOUND; THENCE S71°56'33"E 104.29 FEET ALONG THE EXISTING RIGHT-OF-WAY OF LANDON ROAD TO A 1/2" IRON ROD FOUND; THENCE S15°52'45"W 9.99 FEET TO A 1/2" IRON ROD FOUND; THENCE S17°17'43"W 43.95 FEET TO A POINT ON THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD; THENCE N72°02'46"W 132.95 FEET ALONG THE PROPOSED RIGHT-OF-WAY OF LANDON ROAD AND BACK TO THE POINT OF BEGINNING.

THE PROPOSED RIGHT-OF-WAY 7,176 SQUARE FEET OR 0.165 OF AN ACRE, MORE OR LESS.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SUB-LESSEE'S CONSENT TO EASEMENT FOR STREET RIGHT OF WAY

WITNESSETH THAT:

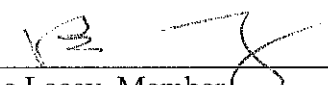
WHEREAS, Snappy Investments Gulfport, LLC ("Sub-Lessee"), holds a sub-leasehold interest in certain sixteenth section land owned by the Harrison County School District ("Lessor") by virtue of a Sub-Lease Agreement dated May 24, 2021, between Anchor Development, LLC ("Sub-Lessor") and Sub-Lessee (which was filed for record on June 30, 2021, and recorded at Instrument No. 2021-9367-D-J1), which Sub-Lease Agreement was amended by an Amended and Restated Sub-Lease Agreement between Sub-Lessor and Sub-lessee on or about July 26, 2021 (which was filed for record on August 18, 2021, and recorded at Instrument No. 2021-12006-D-J1); and

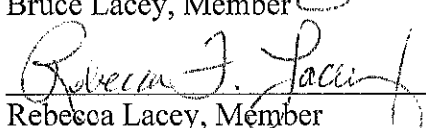
WHEREAS, the City of Gulfport is taking (acquiring) from the Harrison County School District a Perpetual Easement for Street Right-of-Way over, under and across an area of real property adjacent to the south line of existing Landon Road along the north line of the leasehold estate property (herein, the "Easement for Street Right-of-Way") as more fully described in Exhibits "1" and "2" hereto, which area of real property is subject to the aforementioned Amended and Restated Sub-Lease Agreement, and the Sub-Lessee's written consent to the Easement is needed and required by the City of Gulfport; and

NOW THEREFORE, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, SNAPPY INVESTMENTS GULFPORT, LLC, as Sub-Lessee of the leasehold estate property, does hereby consent to the Easement for Street Right of Way for the City of Gulfport to construct and maintain a roadway/street and associated utility improvements in said easement, and hereby grants unto the City of Gulfport, a Mississippi Municipal Corporation, a right of entry for such purposes.

WITNESS MY SIGNATURE as duly authorized on this the 16th day of February 2022.

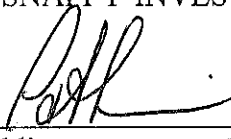
SNAPPY INVESTMENTS GULFPORT, LLC

BY: 
Bruce Lacey, Member

BY: 
Rebecca Lacey, Member

STATE OF Mississippi
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of February, 2022, within my jurisdiction, the within named BRUCE LACEY, who acknowledged before me that he is a member of SNAPPY INVESTMENTS GULFPORT, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing for and on behalf of SNAPPY INVESTMENTS GULFPORT, LLC, having been first duly authorized so to act.

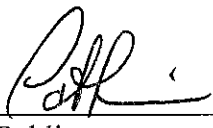

Notary Public

My Commission Expires:
1/15/2023



STATE OF Mississippi
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of February, 2022, within my jurisdiction, the within named REBECCA LACEY, who acknowledged before me that she is a member of SNAPPY INVESTMENTS GULFPORT, LLC, and that she signed, executed and delivered the above and foregoing instrument in writing for and on behalf of SNAPPY INVESTMENTS GULFPORT, LLC, having been first duly authorized so to act.


Notary Public

My Commission Expires:
1/15/2023

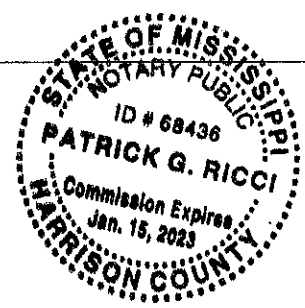


EXHIBIT "1"

A PARCEL OF LAND SITUATED IN THE SW ¼ OF THE NW ¼ OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AS SHOWN ON THE PLAT OF SURVEY PREPARED BY PATRICK MARTINO PLS INC. DATED MAY 4, 2021 AND REVISED MAY 11, 2021 AND ALSO REVISED JULY 3, 2021 (GEODETIC BEARINGS USED DURING SURVEY BASED ON RTK GPS OBSERVATION) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1" IRON ROD FOUND IN CONCRETE AT THE APPARENT SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, N00°05'16"W 930.30 FEET TO A 1/2" IRON ROD FOUND; THENCE S89°58'09"E 502.22 FEET TO A 1/2" IRON ROD FOUND, SITUATED ON THE SOUTH LINE OF A PARCEL DESCRIBED IN THE 16TH SECTION PUBLIC SCHOOL TRUST LANDS COMMERCIAL LEASE AGREEMENT, RECORDED IN DEED INSTRUMENT #2009-1740-D-J1; THENCE ALONG SAID SOUTH LINE, S76°11'58"E 102.72 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID COMMERCIAL LEASE AGREEMENT PARCEL, THENCE ALONG THE EAST LINE OF SAID COMMERCIAL LEASE AGREEMENT PARCEL, N17°31'55"E 156.67 FEET TO A CAPPED 1/2" IRON ROD FOUND (STAMPED: COA 116) ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD FOR THE POINT OF BEGINNING;

THENCE N16°35'11"E 52.75 FEET ALONG THE EAST LINE OF SAID COMMERCIAL LEASE AGREEMENT PARCEL TO A 1/2" IRON ROD FOUND ON THE EXISTING SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD;

THENCE S72°35'33"E 120.00 FEET ALONG THE EXISTING SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838);

THENCE S16°36'34"W 53.89 FEET TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838) ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD;

THENCE N72°02'46"W 120.00 FEET ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF LANDON ROAD AND BACK TO THE POINT OF BEGINNING.

THE PROPOSED RIGHT-OF-WAY AREA CONTAINS 0.1469 OF AN ACRE, MORE OR LESS.

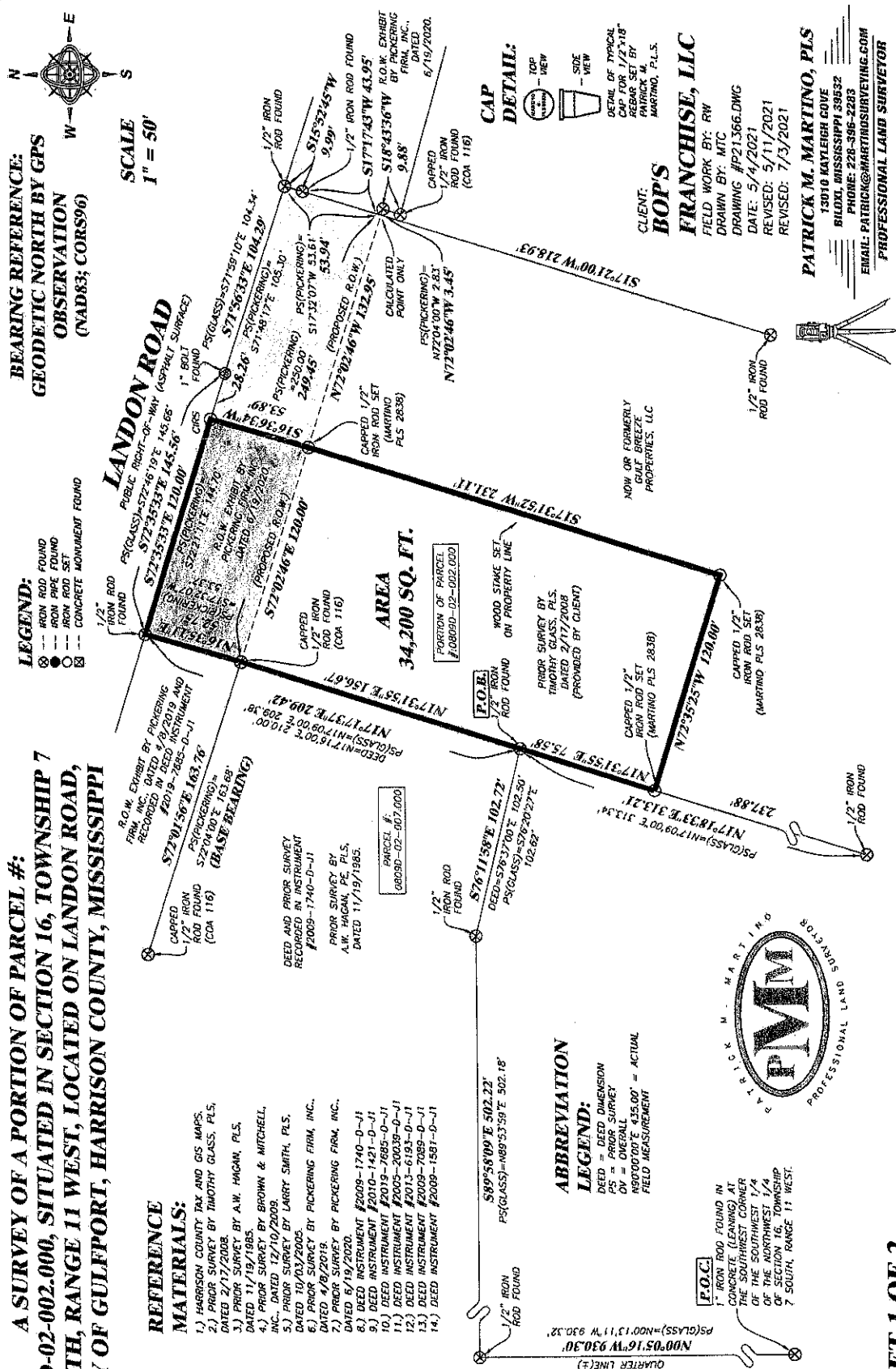
**A SURVEY OF A PORTION OF PARCEL #:
0809D-02-002.000, SITUATED IN SECTION 16, TOWNSHIP 7
SOUTH, RANGE 11 WEST, LOCATED ON LONDON ROAD,
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI**

REFERENCE

1. J. HARRISON COUNTY TAX AND GIS MAPS.
2. PRIOR SURVEY BY TIMOTHY GLASS, PLS.
3. 11/19/2005
4. PRIOR SURVEY BY A.W. HAGAN, PLS.
5. 11/19/2005
6. PRIOR SURVEY BY BROWN & MITCHELL,
7. LAND SURVEY BY JIMMY D. JOHNSON
8. 11/19/2005
9. PRIOR SURVEY BY LARRY SMITH, PLS.
10. 11/19/2005
11. PRIOR SURVEY BY PICKERING FIRM, INC.
12. 11/19/2019
13. PRIOR SURVEY BY PICKERING FIRM, INC.
14. 5/19/2020
15. DEED INSTRUMENT #2009-1740-0-1
16. DEED INSTRUMENT #2010-1421-0-1
17. DEED INSTRUMENT #2019-7685-0-1
18. DEED INSTRUMENT #2005-2039-0-1
19. DEED INSTRUMENT #2013-6193-0-1
20. DEED INSTRUMENT #2019-7089-0-1
21. DEED INSTRUMENT #2009-1589-0-1

ABBREVIATION
LEGEND:
DEED = DEED DIMENSION
PS = PRIOR SURVEY
OV = OVERALL
N90°00'00"E 435.00' = ACTUAL
FIELD MEASUREMENT

P.O.C.
1" IRON ROD FOUND IN
CONCRETE (LEANING) AT
THE SOUTHWEST CORNER
OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4
OF SECTION 16, TOWNSHIP
7 SOUTH, RANGE 1 WEST.



HHEET 1 OF 2

EXHIBIT

2

NOTICE TO PURCHASERS

CONGRATULATIONS!!! YOUR DEED HAS BEEN REGISTERED IN HARRISON COUNTY, MISSISSIPPI.

You should do the following things immediately to protect your property:

1. Be sure to pay your taxes each year, even if it is assessed in another name. The first year after acquiring your property, it may still be assessed in someone else's name. **Property taxes are due every January.** Remember, the first year you own your property, the tax bill will still be in the name of the former owner, as of January 1 of the previous year. If your mortgage is not paying your taxes through an escrow account and you do not get a tax bill, contact the **Harrison County Tax Collector's office** about possible taxes owed.
2. You may qualify for Homestead Exemption if you are living on the property. This would give you a substantial reduction on your taxes. You must apply for this between January 1 and April 1 of the upcoming year in the **Harrison County Tax Assessor's office**. Contact the Harrison County Tax Assessor's office to obtain information on what is required for applying for Homestead Exemption.

The following offices will be happy to assist you with questions that you may have concerning your property.

COUNTY OFFICES

GULFPORT OFFICE

BILOXI OFFICE

Harrison County Tax Collector

(228) 865-4039

(228) 435-8241

Harrison County Tax Assessor

(228) 865-4043

(228) 435-8264

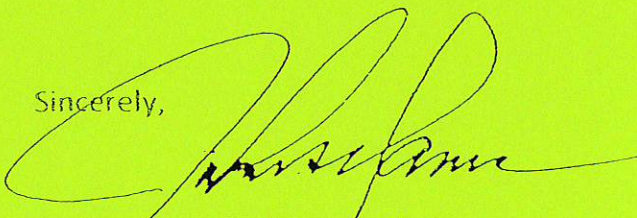
Harrison County Chancery Clerk

(228) 865-4032

(228) 435-8220

Thank you for doing business with Harrison County, Mississippi, it is always a pleasure to serve the citizens of the Mississippi Gulf Coast.

Sincerely,



John McAdams, Chancery Clerk

Harrison County, Mississippi



COANED



[Signature] 1st JUDICIAL DISTRICT
 Instrument 2022-0012006-D-J1
 Filed/Recorded 05/19/2022 11:30:01 AM
 Total Fees 26.00
 3 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

QUIT CLAIM DEED

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

does hereby sell, convey, and quit claim unto **Grantees**,

**GRASHAWN JOSEPH DORROUGH AND ANGELA ROCHELLE DORROUGH
 AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP**

392 Grubbs Avenue
 Gulfport, Mississippi 39507
 Telephone (256) 955-8213

all of its interest in and to that certain land and property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" attached.

INDEXING INSTRUCTIONS:

**SE ¼ of Section 31, Township 7, Range 10, Cowan
 Road Homes Subdivision, City of Gulfport, First
 Judicial District of Harrison County, Mississippi**

This conveyance is LESS AND EXCEPT any and all recorded oil, gas, and other mineral rights, reservations, or exceptions of prior owners, and is SUBJECT TO any and all recorded restrictions or covenants affecting said property, and any and all presently existed or recorded easements or right- of-

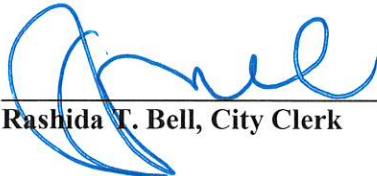
ways affecting said property. Further, Grantor retains all mineral rights it owns together with the right of ingress and egress to remove the same.

WITNESS MY SIGNATURE on this the 4 day of May, 2022.



BILLY HEWES, MAYOR

ATTEST:



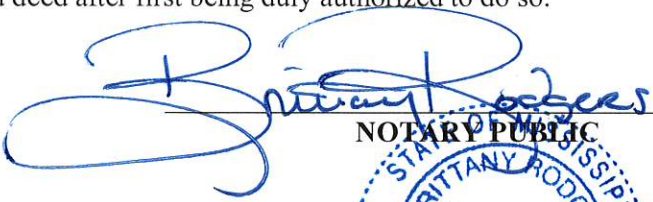
Rashida T. Bell, City Clerk

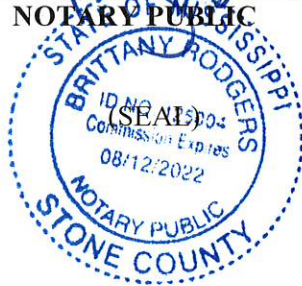
**STATE OF MISSISSIPPI
 COUNTY OF HARRISON**

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 4 day of May, 2022, BILLY HEWES, who acknowledged to me that he is the duly elected Mayor of the City of Gulfport and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

My Commission Expires:

8/12/2022



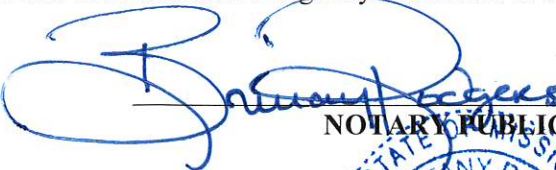
NOTARY PUBLIC


**STATE OF MISSISSIPPI
 COUNTY OF HARRISON**

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 4 day of May, 2022, RASHIDA T. BELL, who acknowledged to me that she is the duly appointed City Clerk of the City of Gulfport and that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed after first being duly authorized to do so.

My Commission Expires:

8/12/2022



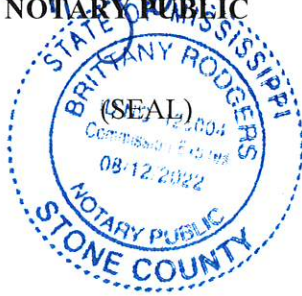
NOTARY PUBLIC


Exhibit "A"

Property Description

A parcel of land located and being situated in the Southeast Quarter of Section 31, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the Southeast corner of Lot 22, Block 10, Cowan Road Homes Subdivision, as recorded in the Office of the Chancery Clerk of Harrison County, Plat Book 18, Page 1, First Judicial District, City of Gulfport, Harrison County, Mississippi; run thence South $62^{\circ}03'38''$ West a distance of 527.88 feet to a point; run thence South $43^{\circ}21'26''$ West a distance of 401.76 feet to the POINT OF BEGINNING; run thence South $68^{\circ}57'06''$ West a distance of 165.22 feet to a point on the South margin of Sadler Drive; run thence North $59^{\circ}07'34''$ East and along the South margin of Sadler Drive a distance of 26.30 feet to a point on the East margin of Grubbs Avenue; run thence North $22^{\circ}25'24''$ West and along the East Margin of Grubbs Avenue a distance of 26.64 feet to the Southwest corner of Lot 1, Block 10, Cowan Road Homes Subdivision; run thence North $68^{\circ}57'12''$ East and along the South line of Lot 1, Block 10, Cowan Road Homes Subdivision a distance of 140.53 feet to the Southeast corner of Lot 1, Block 10 Cowan Road Homes Subdivision; run thence South $19^{\circ}57'49''$ East a distance of 31.12 feet to the POINT OF BEGINNING; containing 4,411.01 square feet or approximately 0.10 acres as shown on the survey of Rumsey Consulting Engineering, Inc., attached hereto.

This being the same property that was conveyed by Champagne & Fearn Builders, Inc., to the City of Gulfport via instrument No. 2001 7521-D-J1 and found at Book 1559, Page 204 of the land records of Harrison County, Mississippi, First Judicial District.



SCANNED



J. L. L. 1st JUDICIAL DISTRICT
Instrument 2022-0012008-D-J1
Filed/Recorded 05/19/2022 11:31:01 AM
Total Fees 26.00
3 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors**,

**GRASHAWN JOSEPH DORROUGH AND ANGELA ROCHELLE DORROUGH
AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP**

392 Grubbs Avenue
Gulfport, Mississippi 39507
Telephone (256) 955-8213

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a drainage and/or utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" attached.

Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry (i.e., ingress and egress) onto the said property for the purpose of construction and maintenance of said drainage and/or utility system and to access the drainage and/or utility facilities to which the said system

is connected. Any damage caused to Grantors' property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

**SE ¼ of Section 31, Township 7, Range 10, Cowan Road
Homes Subdivision, City of Gulfport, First Judicial District of
Harrison County, Mississippi**

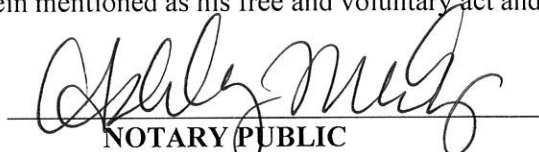
WITNESS OUR SIGNATURES on this the 13 day of May, 2022.


GRASHAWN JOSEPH DORROUGH


ANGELA ROCHELLE DORROUGH

Alabama
STATE OF ~~MISSISSIPPI~~
COUNTY OF Madison

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 13 day of May, 2022, **GRASHAWN JOSEPH DORROUGH**, who, acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.


NOTARY PUBLIC

My Commission Expires:

9/26/2022

Alabama
STATE OF ~~MISSISSIPPI~~
COUNTY OF Madison

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 13 day of May, 2022, **ANGELA ROCHELLE DORROUGH**, who, acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.


NOTARY PUBLIC

My Commission Expires:

9/26/2022

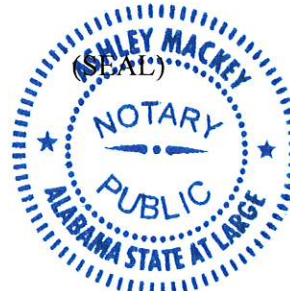
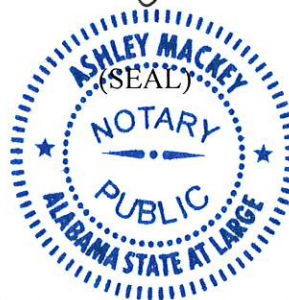


Exhibit "A"

Property Description

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This being the same property that was conveyed by Champagne & Fearn Builders, Inc., to the City of Gulfport via instrument No. 2001 7521-D-J1 and found at Book 1559, Page 204 of the land records of Harrison County, Mississippi, First Judicial District.

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI
ADOPTING REGULATIONS FOR MEDICAL CANNABIS
ESTABLISHMENTS IN THE CITY OF GULFPORT, MISSISSIPPI**

WHEREAS, what is referred to as the “Mississippi Medical Cannabis Act” (“MMCA”) was adopted by the Mississippi Legislature and subsequently signed by the Governor, effective February 2, 2022, and which authorizes, among other things, the cultivation, processing, sale and distribution of medical cannabis and cannabis products in every county and municipality in the State of Mississippi; and

WHEREAS, Section 19 of the MMCA also authorizes and empowers municipalities to enact ordinances and regulations governing, among other things, the time, place, and manner of medical cannabis establishment operations in their jurisdictions; and

WHEREAS, in this same legislation municipalities may establish penalties for violations of these same ordinances and regulations; and

WHEREAS, potential adverse impacts on the health, safety, and welfare of residents and business from secondary effects associated with the sale and distribution of marijuana exist, including, offensive odors, trespassing, theft, fire hazards, increased crime in and about medical cannabis dispensaries, robberies, negative impacts on nearby businesses, and nuisance issues; and

WHEREAS, certain of these potential adverse impacts are accentuated by difficulties often experienced by medical cannabis establishments in obtaining banking services, necessitating some businesses to operate on a cash basis; and

WHEREAS, in 1996 the State of California became the first State to legalize the use of “medical marijuana,” and several other States subsequently enacted laws legalizing medical marijuana in various circumstances; and

WHEREAS, the California Police Chiefs Association (“CPCA”) developed a Task Force on Marijuana Dispensaries that prepared an extensive study whose findings were memorialized in a document entitled “White Paper on Marijuana Dispensaries” published on or around April 22, 2009; and

WHEREAS, this study from the CPCA examined the direct and indirect adverse impacts of marijuana in local communities and indicated that marijuana dispensing facilities may attract or cause ancillary crimes, and may result in adverse effects, such as marijuana smoking in public, the sale of other illegal drugs at dispensing facilities, loitering and nuisances, and increased traffic at dispensing facilities, and that these businesses may contribute to the existence of a secondary market for illegal business; and

WHEREAS, several years ago an entity referred to as “The Marijuana Policy Group,” now known as MPG Consulting, performed and published a study in the State of Florida called “Municipal Dispensary Allocation: Florida,” which evaluated the market need for medical marijuana dispensing facilities and the harmful consequences and secondary effects of over-saturation of medical marijuana dispensing facilities within the market place; and

WHEREAS, “The Marijuana Policy Group” determined that the State of Florida should have no more than one dispensing facility for each 50,000 residents and that the optimal ration was one dispensary per 67,222 residents; and

WHEREAS, while no similar studies are known to have yet been undertaken in the State of Mississippi, these studies involving the same industries in these other States provide useful information regarding possible impacts and effects of businesses within these industries; and

WHEREAS, the City of Gulfport does hereby find that it is desirable to establish a uniform regulatory structure for all medical cannabis establishments, as these are defined in the MMCA, that are located in the City in accordance with State law; and

WHEREAS, the City does hereby further find that the location, construction, installation, expansion, operation, and maintenance of medical cannabis establishments in the City can have significant impacts upon, among other things: (1) the health, safety, and well-being of the public; (2) aesthetic values and character of the City; (3) safe and healthy use of public space and of private properties; and (4) properties and property values in the City in the areas where such facilities are placed; and

WHEREAS, while medical cannabis establishments may be lawful under certain circumstances in the State of Mississippi, they remain unlawful under the Federal Controlled Substances Act and there is a need to require persons to indemnify and hold harmless the City with respect to the operations of such establishments since, for instance there has been a directive from the United States Attorney General (on January 4, 2018) for all United States Attorneys to enforce the laws enacted by the United States Congress that criminalize the cultivation, possession and distribution of marijuana; and

WHEREAS, the adoption of the regulations, procedures, and requirements in this Ordinance will aid in the uniform furtherance of these business establishments created by the State, while promoting and protecting the public welfare, health, safety, and interests of the City and its citizens, as well as the City's visual resources and aesthetic quality and promoting

coordination, management, and upkeep of public space and associated City facilities and properties; and

WHEREAS, understanding that the regulation and coordination of the same regarding these types of establishments created by the State and to become effective now in municipalities like the City, the Governing Authority hereof additionally finds that the adoption of this Ordinance is needed for the immediate and temporary preservation of the public peace, health, and safety.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITY 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 Governing Authority of the City of Gulfport.

SECTION 2. That the Ordinance as drafted and set out below is hereby fully adopted by the City's Governing Authority and is to be included and codified into the City's Code of Ordinances as follows:

SECTION 1. Purpose

A. On February 2, 2022, the Mississippi Legislature adopted the "Mississippi Medical Cannabis Act," which authorizes the restricted and conditioned use of medical cannabis in the State of Mississippi and which establishes a comprehensive regulatory system associated with such limited use thereof.

B. The "Mississippi Medical Cannabis Act" establishes, among other things, a licensing program requiring medical cannabis cultivators, manufacturers, distributors, processors, testing laboratories, dispensaries, researchers, distributors and transporters, testers, and disposers to obtain state issued licenses, and authorizes local governments, such as the City of Gulfport, to establish additional standards, requirements, and regulations for local licenses and permits.

C. The City has adopted or is in the process of adopting amendments to its Zoning Ordinance for commercial activities associated with medical cannabis under the "Mississippi Medical Cannabis Act."

D. The purpose and intent of this Ordinance is to provide a uniform and comprehensive set of regulations and standards involving the time, place, and manner of commercial activities involving medical cannabis under the “Mississippi Medical Cannabis Act,” intended to protect and promote the health, safety, and welfare of the residents of the City of Gulfport and the community welfare, visual resources, and aesthetic quality of the City consistent with the goals, objectives, and policies of the City by, as an example, prescribing the manner in which such businesses and establishments can be conducted in the City. By enacting these regulations, the City does not intend to encourage or promote the establishment of any business or operation or the commitment of any act that constitutes or may constitute a violation of state or federal law. As of the date of the enactment of this Ordinance, the use, possession, distribution, and sale of marijuana is illegal under Federal Law and the use, possession, distribution, and sale of marijuana outside the restricted scope of the “Mississippi Medical Cannabis Act” in the State of Mississippi is similarly illegal under State Law, and those who engage in such activities do so at their own risk of criminal prosecution and are subject to being arrested, prosecuted, and convicted of such criminal law violations.

E. No part of this Ordinance shall be deemed to conflict with Federal Law as contained in the Controlled Substances Act, 21 U.S.C. § 800, *et seq.*, nor to otherwise permit any activity that is prohibited under that Act or any other local, state or federal law, statute, rule or regulation.

F. No part of this Ordinance shall be deemed to conflict with the City’s “Smoke-Free Air” Ordinance codified in Sections 7-185, *et seq.* of the City’s Code of Ordinances, nor to otherwise permit any activity that is prohibited under that Ordinance or any amendment thereof.

SECTION 2. Definitions

Unless a provision in this Ordinance explicitly states otherwise, the terms below have the following meanings for purposes of this Ordinance, regardless of whether in the singular or plural.

A. “*Applicant*,” whether singular or plural, means a person or entity that seeks to have a permit issued under this Ordinance.

B. “*Application*” means a formal written request submitted to the City on a form created by the City for a permit to own, operate, manage, and/or engage in the business of a medical cannabis establishment in the City of Gulfport.

C. “*Cannabis*” means all parts of the plant of the genus *cannabis*, the flower, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin, including whole plant extracts. Such term shall not mean cannabis-derived drug products approved by the Federal Food and Drug Administration under Section 505 of the Federal Food, Drug, and Cosmetic Act.

D. “*Cannabis cultivation facilities*” means a business entity licensed and registered by the Mississippi Department of Health as a cannabis cultivation facility that acquires, grows, cultivates and harvests medical cannabis in an indoor, enclosed, locked and secure area.

E. “*Cannabis disposal entity*” means a business licensed and registered by the Mississippi Department of Health as a cannabis disposal entity that is involved in the commercial disposal or destruction of medical cannabis.

F. “*Cannabis processing facility*” means a business entity that is licensed and registered by the Mississippi Department of Health as a cannabis processing facility that:

- (1) acquires or intends to acquire cannabis from a cannabis cultivation facility;
- (2) possesses cannabis with the intent to manufacture a cannabis product;
- (3) manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and
- (4) sells or intends to sell a cannabis product to a medical cannabis dispensary, cannabis testing facility or cannabis research facility.

G. “*Cannabis product*” means cannabis flower, concentrated cannabis, cannabis extracts and products that are infused with cannabis or an extract thereof and are intended for use or consumption by humans. The term includes, without limitation edible cannabis products, beverages, topical products, ointments, oils, tinctures and suppositories that contain tetrahydrocannabinol (THC) and/or cannabidiol (CBD) except those products excluded from control under Miss. Code Ann. §§ 41-29-113, 41-29-136, as amended.

H. “*Cannabis research facility*” means a research facility at any university or college in this state or an independent entity licensed and registered by the Mississippi Department of Health as a cannabis research facility that acquires cannabis from cannabis cultivation facilities and cannabis processing facilities in order to research cannabis, develop best practices for specific medical conditions, develop medicines and provide commercial access for medical use.

I. “*Cannabis testing facility*” means an independent entity licensed and registered by the Mississippi Department of Health as a cannabis testing facility that analyzes the safety and potency of cannabis.

J. “*Cannabis transportation entity*” means an independent entity licensed and registered by the Mississippi Department of Health as a cannabis transportation entity that is involved in the commercial transportation of medical cannabis.

K. “*Cardholder*” means a registered qualifying patient or a registered designated caregiver who has been issued and possesses a valid registry identification card in accordance with or under the “Mississippi Medical Cannabis Act.”

L. "City" means the City of Gulfport, Mississippi.

M. "City Council" means the City Council of the City of Gulfport, Mississippi.

N. "Director of Urban Development" (or the "Director") means the person serving as the Director of the Department of Urban Development in the City of Gulfport or his or her designee who is responsible for the administration of this Ordinance.

O. "Edible cannabis products" means products that:

- (1) contain or are infused with cannabis or an extract thereof;
- (2) are intended for human consumption by oral ingestion; and
- (3) are presented in the form of foodstuffs, beverages, extracts, oils, tinctures, lozenges and other similar products..

P. "Commercial medical cannabis activity business" (or "Medical cannabis commercial activity business") means those affairs and activities of a medical cannabis establishment while engaged in a commercial enterprise.

Q. "Commercial medical cannabis activity business owner" (or "Medical cannabis commercial activity business owner") means any of the following:

- (1) each person or entity having an ownership interest in the commercial medical cannabis activity business other than a security interest, lien, or encumbrance on property that will be used by the activity's facility;
- (2) if the commercial medical cannabis activity business is a publicly traded company, the chief executive officer or any person or entity with an aggregate ownership interest of five percent (5%) or more; or
- (3) each person who participates in the direction, control, or management of, or has a financial interest in, the commercial medical cannabis activity business.

R. "Entity" means a corporation, general partnership, limited partnership or limited liability company that has been registered with the Mississippi Secretary of State as applicable.

S. "Marijuana" means cannabis, as defined in this Section.

T. "Medical cannabis commercial activity" means to own, operate, manage, and/or engage in any activity associated with the business of a medical cannabis establishment, not to include, however, permitted consumers or cardholders under the "Mississippi Medical Cannabis Act."

U. "Medical cannabis dispensary" means an entity licensed and registered with the Mississippi Department of Revenue as a medical cannabis dispensary that acquires,

possesses, stores, transfers, sells, supplies or dispenses medical cannabis, equipment used for medical cannabis, or related supplies and educational materials to cardholders.

V. “*Medical cannabis establishment*” means a cannabis cultivation facility, cannabis processing facility, cannabis testing facility, medical cannabis dispensary, cannabis transportation entity, cannabis disposal entity and cannabis research facility licensed and registered by the appropriate agency within the State of Mississippi or sought to be licensed and registered by such agency. The main point of entry of a medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a waiver to this distance restriction by receiving approval from the school, church or child care facility and by applying for a waiver with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or child care facility. No medical cannabis dispensary may be located within a one-thousand-five-hundred-feet (1,500) radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary.

W. “*Medical cannabis establishment agent*” means an owner, officer board member, employee, official, volunteer or agent of a medical cannabis establishment.

X. “*Mississippi Medical Cannabis Act*” (or the “*Act*”) means the law adopted by the Mississippi Legislature and signed by the Governor that went into effect on February 2, 2022, and not yet codified in the Mississippi Code at the time of adoption of this Ordinance.

Y. “*Person*,” for purposes of this Ordinance, means a firm, association, organization, partnership, trust, company, or corporation as well as an individual.

Z. “*Permit*” means a permit issued under authority of this Ordinance.

AA. “*Permittee*” means the holder of a permit, to include the applicant.

BB. “*Planning Commission*” means the body created by the City of Gulfport, Mississippi and existing under its ordinances.

CC. “*Practitioner*” means a physician, certified nurse practitioner, physician assistant or optometrist who is licensed to prescribe medicine under the licensing requirements of their respective occupational boards and the laws of the State of Mississippi. In relation to a nonresident cardholder, as defined and understood in the Mississippi Medical Cannabis Act, the term means a physician, certified nurse practitioner, physician assistant or optometrist who is licensed to prescribe medicine under the licensing requirements of their respective occupational boards and under the laws of the state or territory in which the nonresident patient resides. For registered qualifying patients who are minors, “*practitioner*” shall mean a physician or doctor of

osteopathic medicine who is licensed to prescribe medicine under the licensing requirements of their respective occupational boards and the laws of the State of Mississippi.

DD. "State" means the State of Mississippi and, where applicable, any department or agency thereof.

EE. "Private property" means real property located in the City that does not lie within the rights-of way of or is otherwise owned by the City or the federal, state or any political subdivision thereof, or any other local government within the jurisdiction of the City, or any agency thereof.

FF. "Rights-of-Way" or "Right-of-Way," whether singular or plural, means the surface and space in, upon, above, along, across, over and below any public streets, avenues, highways, roads, courts, lanes, alleys, boulevards, ways, sidewalks, and bicycle lanes, including all public utility easements, as the same now or may hereafter exist, that are within the City's corporate boundaries and under the jurisdiction of the City. This term shall not include City property that is not right-of-way or state or federal rights-of-way, unless such rights-of-way is managed or maintained by the City or the City is otherwise responsible for the same by way of agreement, statute/law, or regulation.

GG. "School," for purposes of this Ordinance, means a building, structure, and/or property, together with any accessory buildings, structures, and/or uses, used for pre-school, kindergarten, elementary, middle, junior high, and/or high schools serving any level of education from pre-school through 12th grade as well as two-year and four-year undergraduate and graduate community or junior colleges and colleges and universities, boarding schools, and military academies and business, secretarial, and vocations schools offering specialized trade and commercial courses, educational facilities or establishments, including learning or discovery centers, aquariums, and museums, whether for profit or non-profit, and specialized non-degree granting schools or establishments offering subjects including art, ballet and other dance, computers, cooking, drama, driver education, language, and/or music, and shall include all parts of the campus, grounds, or properties associated with such school, including, but not limited to, off-site or on-campus athletic fields and venues. Further included are seminaries and other establishments furnishing educational courses by mail as well as facilities institutions, conference centers, and museums that offer specialized programs in personal growth and development (*e.g.*, arts, communications, environmental awareness, and/or management). For purposes of this Ordinance, such term shall not mean a home instruction program.

SECTION 3. Permit

A. *Permit Required.* It is unlawful to own, operate, manage, or engage in the business of a medical cannabis establishment in the City of Gulfport or to otherwise engage in medical cannabis commercial activity without first obtaining a permit from the City in accordance with this Ordinance. Any violation of the terms or conditions of a

permit shall be deemed a violation of this Ordinance. Obtaining a permit does not relieve a person from their obligation to comply with all applicable Federal, State, and City laws, codes, and regulations. A permit may be issued for use only associated or connected with private property zoned appropriately for the medical cannabis establishment under the City's Zoning Ordinance and any amendments thereto.

B. *Effect of Permit.* No person shall have any entitlement or vested right to receive a permit under this Ordinance. The permit requirements in this Ordinance shall be in addition to, and not in lieu of, licensing or permitting requirements imposed by any federal, state, or other local law. The City's permit issued under this Ordinance does not provide any exception, defense, or immunity to any person in regard to potential criminal liability the person may have for the production, distribution, or possession of marijuana or cannabis, or any derivatives thereof, or of instruments, equipment, property, or paraphernalia related thereto. All permit holders (permittees) shall be held jointly and severally responsible to comply with all permit conditions, and shall be held jointly and severally liable for any violations of the permit, regardless of which owners or persons sign the permit application or documents related thereto, including the permit.

C. *Other Permits and Licenses Required.* In addition to a permit as required under this Ordinance, it is unlawful to establish or otherwise engage in medical cannabis commercial activity or operate a medical cannabis establishment without a current and valid privilege license issued under the City's Code of Municipal Ordinances and any other license or permit required under any other Ordinance in the City's Code of Municipal Ordinances, which may be amended from time to time. Any violation of the terms or conditions of any other required City permit or license shall be deemed a violation of this Ordinance.

D. *Permit Requirements.* In addition to State permitting or licensing requirements and the requirements of this Ordinance, certain medical cannabis establishments shall be subject to the permit requirements set out elsewhere in this Ordinance and more in particular to the type of their associated use or set out elsewhere in the City's Code of Ordinances or adopted codes and regulations. Permits issued to medical cannabis establishments are also subject to the following:

(1) *Zoning.* All medical cannabis establishments must be in compliance with the City's Zoning Ordinance and have paid all applicable fees and taxes. State law and the City's Zoning Ordinance set out certain distance requirements involving different types of medical cannabis establishments. All permits are subject to complete and proper compliance with all such distance requirements.

(2) *Violations of other Ordinances or Laws.* Any violations of the City's Code of Ordinances or any other State or Federal law must be cured prior to issuance of a permit under this Ordinance.

~~(3) — Other Permits/Licenses, Codes, Regulations, and Ordinances.~~

~~Medical cannabis establishments shall also be subject to permit requirements and regulations set out or established elsewhere in the City's Code of Ordinances and any additional requirements, terms, and conditions set out or established by other Sections of this Ordinance or subsequent to adoption of this Ordinance by the City's Governing Authority, as well as set out or established in any other Ordinances adopted or to be adopted by the City, including, but not limited to, those pertaining to privilege tax licenses under § 1-141, et seq. of the City's Code of Ordinances, also generally referred to as "business licenses," and all regulations and codes governing building, grading, plumbing, sewer, stormwater, electrical, fire, hazardous materials, nuisance, and public health and safety.~~

~~(4) — Compliance with Federal and State Laws and Regulations.~~

~~Medical cannabis establishments shall comply with all applicable Federal and State laws and regulations, as may be amended, including, but not limited to, all permitting, licensing, approval, inspection, reporting and operational requirements, imposed by the State and its regulatory agencies having jurisdiction over cannabis and/or medical cannabis establishments. All medical cannabis establishments shall also comply with the laws, rules, and regulations as may be adopted and as amended by any State agency or department, including, but not limited to, the Mississippi Department of Health and the Mississippi Department of Revenue, as well as any Federal agency or department, including, but not limited to, the Food and Drug Administration and the United States Department of Agriculture.~~

~~(5) — Other Permits, Licenses, Approvals, and Certificates. Medical cannabis establishments shall provide copies of all Federal, State, regional, and local government or agency permits, licenses, approvals, and certificates upon request by the City to serve as verification for such compliance.~~

~~(6) — Conditions. The Director may place and impose conditions on a permit to be issued under this Ordinance.~~

E. *Duration of Permit; Renewals.*

(1) Permits shall be good for twelve (12) consecutive months following issuance of the permit and shall be subject to permit renewals. Permits shall expire upon termination of the business for which it was issued, or upon sale or transfer of ownership of the business. Any permit that is abandoned for a period of six (6) months shall automatically expire and shall become null and void with no further action required on the part of the City. For purposes of this Section, abandonment shall mean the failure to initiate the activities described in the permit application or cessation of regular and continuous business operations. All permits have a term of twelve (12) consecutive months and must be renewed prior to expiration. If a permit is not renewed in accordance with this Section, it

shall end and no longer be valid at the end of its term (the twelve (12) consecutive month period set out in this Section).

(2) *Permit Renewals.* Approval of permit renewals may be issued by the Director following demonstration by the permittee of compliance with all requirements in effect at that time and provided operation is in good standing and compliance with this Ordinance and with all Federal, State, and local laws, requirements, codes, and regulations and if all taxes and any imposed or required fees owed to the Federal, State, and local governments have been paid in full and not outstanding. Permittee must apply for permit renewal no less than thirty (30) days and not more than ninety (90) days prior to the expiration of their existing permit. No property interest, vested right, or entitlement to receive a future permit to operate a medical cannabis establishment shall ever inure to the benefit of such permit holder or permittee as such permits are revocable. Permit renewal requests shall be submitted to the Director on a form adopted by the Director and review of same shall include, but not be limited to, the following:

(a) The use has been conducted in accordance with this Ordinance and any and all applicable permit conditions, Federal, State, and local laws and regulations.

(b) Any and all violations or complaints associated with the medical cannabis establishment and permittee (applicant) have been promptly addressed and cured to the satisfaction of the Director.

(c) The applicable medical cannabis establishment for which the permit was previously approved and issued has not been transferred or sold to another owner, operator, entity, or individual.

(d) There are no outstanding violations of any Federal, State, or City criminal laws or of any laws, rules, codes, or regulations pertaining to the medical cannabis establishment that is the subject of the permit or otherwise involving this medical cannabis establishment or the permittee (applicant).

(e) The business for which the permit was previously issued is current on all City taxes and fees owed in accordance with State, Local, and City laws, codes, and regulations.

~~(f) —The failure of the permittee (applicant) to timely and properly perform any of their responsibilities, obligations and permit requirements in this Ordinance.~~

F. *Non-Refundable.* Permit fees shall be non-refundable.

G. *Non-Transferable; ~~Conditions.~~*

(1) Permits issued pursuant to this Ordinance are not transferable or assignable.

~~(2) The Director may impose conditions as part of any permit issued pursuant to this Ordinance. Such conditions shall be reasonably necessary to effectuate the purposes of this Ordinance, protect the peace, order and/or tranquility of residential areas, mitigate traffic impacts, protect other uses in the area, or protect, preserve, or promote the health, safety and welfare of the public. A permittee shall comply with all conditions that are imposed as part of a permit. Any violation of a permit condition shall constitute a violation of this Ordinance and shall subject the violator to the penalties set forth for violations of this Ordinance.~~

~~H. Administrative Regulations.~~

~~(1) The Director may adopt administrative regulations that are consistent with the purposes of this Chapter to implement the provisions of this Ordinance, including, but not limited to, the timely exercise of rights granted by this Ordinance, the safe and lawful operation and conduct of medical cannabis establishments, permit application procedures, and permit standards.~~

~~(2) No person shall fail to comply with the City's administrative regulations. Any violation of any administrative regulation issued pursuant to this Section shall constitute a violation of this Ordinance and shall subject the violator to the penalties set forth herein for violation of this Ordinance.~~

~~I. Insurance Requirements.~~

~~(1) Before a permit is issued pursuant to this Ordinance, the applicant shall furnish, and maintain at all times while the permit is in effect, public liability insurance in amounts no less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) general aggregate limit per occurrence and name the City as an additional insured.~~

~~(2) The insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail has been given to the City.~~

~~(3) If any insurance policy issued to a permittee is canceled for any reason, the permit issued under this Ordinance is automatically suspended without any action of the Director or City. In order to reinstate the permit, the permittee shall provide a new certificate and policy of insurance to the Director.~~

~~(4) — A permittee shall further maintain in force and effect at all times while the permit is in effect Workers' Compensation insurance as required by law.~~

SECTION 4. Applications; Application Requirements; Application Process

A. *Applications, Generally.* Every applicant for a permit under this Ordinance shall complete and submit an application with the Director upon a form provided by the Director and pay a non-refundable permit application fee in an amount established elsewhere in this Ordinance to cover the costs to all City departments of investigating and processing the application and any applicable surcharges, exclusive of filing fees for any appeals, etc.

B. *Application Requirements.* In the permit application form, the applicant for a permit shall minimally set forth and provide, under penalty of perjury, the following:

(1) The physical street address and parcel number assigned by Harrison County for the proposed location of the medical cannabis establishment.

(2) A description of the type of medical cannabis establishment sought to be permitted and general description of the services to be provided.

(3) ~~Map(s) designating with specificity the location(s) of the location of the medical cannabis establishment and all properties located within 2,000 feet of the exterior boundaries of the lot(s) or parcel(s) on which the medical cannabis establishment is proposed to be located.~~

~~(4)~~ Site plans for the medical cannabis establishment and all parts thereof.

~~(5)~~(4) The name, residential address, telephone number, and email address for: each person applying for the permit; and for each and every other person who will be engaged in the management of the medical cannabis establishment; for all officers having any share of ownership of the medical cannabis establishment; for the owner of the real estate (land) on which the establishment will be/is located and, if applicable, the landlord of any lease; and for duly authorized representatives and consultants acting on behalf of the applicant with respect to the filing of the application.

~~(6) — The names, addresses, telephone numbers, and e-mail addresses of all duly authorized representatives and consultants, if any, acting on behalf of the applicant with respect to the filing of the application.~~

~~(7) — A general description of the services to be provided by the proposed medical cannabis establishment.~~

~~(8) — A statement that the proposed medical cannabis establishment shall comply with all applicable State and City laws, codes and regulations.~~

~~(9) — A unique identifying number from at least one government-issued form of identification for each person applying for the permit and for each other person who will be engaged in the management of the medical cannabis establishment; for example, a social security card, a state driver's license or identification card, or a passport.~~

~~(10) — Written evidence or acknowledgment that each person applying for the permit and every other person who will be engaged in the management of the medical cannabis establishment is at least twenty-one (21) years of age.~~

~~(11) — The names, residential addresses, phone numbers, and email addresses for all officers, persons, and entities having any share of ownership of the inventory and equipment of the medical cannabis establishment and of the real estate (land) on which the medical cannabis establishment will be/is located.~~

~~(12) — The names, residential addresses, phone numbers, and email addresses for any parent or subsidiary of the applicant, namely, any other business entity owning or controlling the applicant in whole or in part, or owned or controlled in whole or in part by the applicant, and a statement describing the nature of any such parent or subsidiary business entity.~~

~~(13) — Copies of articles of organization or incorporation or other legal incorporating document if the applicant or owner thereof is an entity.~~

~~(14) — Detailed financial information, including information on existing and proposed loans to the applicant for the proposed medical cannabis establishment and the names and contact information for the lenders.~~

~~(15)~~(5) The safety and security plan required elsewhere in this Ordinance.

~~(16) — A detailed description of any community benefits created by the proposed medical cannabis establishment.~~

~~(17) — If known, the name and address of the owner and owner's representative of the real property upon which the medical cannabis establishment will be located. If no lease has been signed, a list of the names and addresses of any owner and owner representatives for properties related to which bona fide leasing discussions have begun.~~

~~(18) — Names, addresses, and complete licensing information for all current and anticipated suppliers of cannabis products proposed to be sold at the medical cannabis establishment.~~

~~(19) —Names, addresses, and complete licensing information for all current and anticipated cannabis testing facilities to be used.~~

~~(20) —A listing of all other cannabis-related business locations owned or operated by the applicant, including any person with any financial interest in any such cannabis-related operation, along with copies of any operating permits and licenses for all locations.~~

~~(21) —A listing of all felony convictions of each person applying for the permit and for each person who will be engaged in the management of the medical establishment facility.~~

~~(22) —If the applicant is a corporation, the applicant shall set forth the name of the corporation exactly as shown in its articles of incorporation, and the names and residential address for each of the officers, directors, and each stockholder owning more than ten (10) percent of the stock of the corporation. If the applicant is a partnership or other type of business entity, the application shall set forth the name and residential address for each of the partners, members, or entity's officers/officials, including limited partners. If one or more of the partners is a corporation, the provisions of this sub-paragraph pertaining to a corporation apply.~~

~~(23) —A listing of all addresses that are located within two thousand (2,000) feet of the proposed medical cannabis establishment, with such measurements to be made from edge of property line to edge of property line.~~

~~(24) —Any document, description, or information required elsewhere in this Ordinance or in the City's Code of Ordinances pertaining to a medical cannabis establishment, including, but not limited to, licenses issued by the State or its Agencies, a waiver executed in conjunction with a distance requirement, any approval issued by the Planning Commission, etc.~~

~~(25) —Any other requirements set forth by administrative regulation of the Director, as the Director is herein authorized to require in the permit application any other information, including, but not limited to, any information necessary to discover the truth of the matters set forth in the application.~~

C. *Application Process.*

(1) The Director of Urban Development (the "Director"), or his or her designee, will review and administratively process applications for permits to determine whether, in the exercise of their reasonable discretion, a permit should be issued for the location, use, and in the manner requested by the applicant in the application. In this process, the burden is on the applicant to demonstrate that the application meets all requirements and all information required in the application

process has been provided in conjunction therewith. Except as set forth in this section or if an appeal is taken, this permitting process will be administrative and not require the approval of any City board or City official other than the Director.

(2) Upon receiving a completed permit application and permit application fee, the Director may, in his discretion, refer the application to the City's Planning Office, the Building Code Services Office, the Fire Department, the Engineering Office, the Police Department, and any other City Department or Office for review. Said departments/offices shall, if necessary, inspect the premises proposed to be operated as a medical establishment facility, and confirm information provided in the application and shall make separate written recommendations to the Director concerning compliances with the codes and regulations that they administer. This permitting and application review process is separate from the permitting and application processes associated with building permits, zoning variances or any other types of permitting, licensing, or permissions required under the City's Code of Ordinances or codes or regulations adopted by the City.

(3) Within thirty (30) days following receipt of a completed permit application and permit application fee, the Director shall either grant the application and issue the permit or mail a written statement of his reasons for denial thereof to the applicant. In such written notice of denial, the Director shall give a general description of the grounds for the denial.

D. *Factors and Guidelines.* The following non-exhaustive factors, standards, requirements, and guidelines may be evaluated and considered by the Director when determining whether to issue a permit under this Ordinance as well as other design requirements, regulations, and guidelines adopted by the City:

(1) The Director shall give consideration to the capacity, capitalization, complaint history of the applicant and any other factors that in his reasonable discretion he deems necessary in the promotion and preservation of the peace and order and welfare of the public.

(2) ~~As part of his review, the Director shall review criminal history information provided by law enforcement, the applicant, and the Department of Justice for the purpose of certifying that each person applying for the permit and any other person who will be engaged in the management of the medical establishment facility has not been convicted of a disqualifying crime.~~

(3) A permit issued under this Ordinance may be revoked, suspended, or denied by the Director based upon any of the following grounds:

(a) Making one or more false or misleading statements or material omissions on the permit application or during the application process;

(b) Providing materially false documents as part of the application process or in connection with requirements under this Ordinance after issuance of a permit;

(c) Not fully complying with the provisions of this Ordinance ~~or failure to maintain a license from the appropriate State regulatory agency or authority;~~

(d) The operation of the medical cannabis establishment as proposed by the applicant, if permitted, would not have complied with all applicable laws, including, but not limited to, the laws, regulations, and codes adopted by the City (e.g., Building Code, Fire Safety Code, etc.), including the provisions of this Ordinance; ~~or~~

~~(e) Violation of any condition of a permit issued under this Ordinance;~~

~~(f) Failure to comply with applicable laws, codes, or regulations;~~

~~(g) Operating or proposing to operate a medical cannabis establishment in a manner that endangers the health, safety, or welfare of the public;~~

~~(h) Failure to open the subject medical cannabis establishment within one hundred and twenty (120) days of issuance of the permit;~~

~~(i)(e)~~ Failure to obtain a certificate of occupancy from the City's Building Official and operate the medical cannabis establishment business within one hundred and twenty (120) days of issuance of the permit; ~~;~~

~~(j) That the applicant or any other person who will be engaged in the management of the medical cannabis establishment facility has been convicted of a disqualifying crime; or~~

~~(k) The application is incomplete or the applicant has failed to provide all required information and documents in connection with the application process.~~

E. *Incomplete Applications.* An Application shall not be deemed complete until the Applicant has submitted all documents, information and forms specifically enumerated in this Ordinance.

SECTION 5. Posting of Permit

A. A legible copy of the permit must be posted and located at or near the entrance to the main public entrance to each structure that constitutes or is used for the medical cannabis establishment and, if no public entrance, then in a prominent location on the front each such structure that is visible from the public street on which the structure is given a physical street address, with the exact location to be approved by the Director. The permit shall, on request, be shown to the Director or to any public safety or code officer.

SECTION 6. Application Fees

A. *Fees for Permit Application; Renewal Fees.* The applicant for a permit shall pay a fee as part of the application process in the amount of \$250.00. The applicant for a renewal permit shall pay a fee as part of the renewal application process in the amount of \$100.00. These fee amounts are used to offset costs associated with the application processes and administrative inspection/monitoring processes associated with the permits.

SECTION 7. Regulations Pertaining to All Medical Cannabis Establishments

A. *Health and Safety.* A medical cannabis establishment shall not create a public nuisance or adversely affect the health or safety of the nearby residents or businesses by creating dust, light, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration, unsafe conditions or other impacts, or be hazardous due to the use or shortage of materials, processes, products, runoff, or wastes.

~~B. *Taxes.* Medical cannabis establishments shall timely remit payment of all applicable State and local taxes.~~

~~C.B. *Security.* Unless specifically noted otherwise in this subsection C, the following security measures shall be adhered to by all medical cannabis establishments. Additional security measures may apply to particular types of medical cannabis establishments, as set out elsewhere in this Ordinance.~~

~~(1) *Safety and Security Plan.* A safety and security plan shall be required at the time of permit application and shall be subject to review and approval by the Director as well as the City's chief of police. In view of its connection to preserving and promoting the safety and well being of the public and employees alike, to the greatest extent possible, consideration will be given to an exemption of such plans from being public records. The City will make its best effort to inform a permittee of any public record request seeking such records. Such plans shall include, at a minimum, information regarding implementation of the requirements of this Section and that set out below in this subsection. The Director and/or City Police Chief may require additional information be included in the plan.~~

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- ~~(a) — the hours and days of week the medical cannabis establishment will be open;~~
- ~~(b) — text and graphic materials showing the site, floor plan and facilities of the medical cannabis establishment. The materials shall also show adjacent structures;~~
- ~~(c) — an adequate and thorough description of the security measures located on the premises, including, but not limited to, lighting, alarms, and automatic law enforcement notification;~~
- ~~(d) — an adequate and thorough description of the screening, registration, and validation process for qualified patients;~~
- ~~(e) — an adequate and thorough description of qualified patient records acquisition and retention procedures and processes;~~
- ~~(f) — the process of tracking cannabis quantities and inventory controls, including, where applicable, cultivation, processing, transportation, storage, and dispensing medical cannabis;~~
- ~~(g) — a listing and description of chemicals stored, used, and any effluent discharged into the City's wastewater and/or stormwater systems; and~~
- ~~(h) — other information required by the Director.~~

~~(2)~~(1) *Security Cameras; Recordings.* Security cameras shall be required and shall be installed with capability to record activity on the property, including entry points to the property and within all buildings and structures on the property, including all entrances, exits, perimeter windows and all areas where customers and employees may have access, with the exception of any restroom area. The cameras and recording system shall be of adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime anywhere on or adjacent to the facility. Security cameras shall record twenty-four (24) hours a day, seven (7) days a week.

(a) Areas where cannabis is grown, tested, cured, manufactured, or stored shall have camera placement in the room facing the primary entry door at a height which will provide a clear unobstructed view of activity without sight blockage from lighting hoods, fixtures, or other equipment.

(b) Cameras shall also be placed at each location where weighing, packaging, transport preparation, processing, or labeling activities occur.

(c) At least one camera must be dedicated to record the access points to the secured surveillance recording area.

(d) At each entrance and exit to the facility, camera coverage must enable recording of customer facial features with sufficient clarity to determine identity.

(e) Cameras shall further be placed at each point of sale or distribution within the medical cannabis establishment with camera coverage enabled to record customer facial features with sufficient clarity to determine identity.

~~(3)(2)~~ *Video Recordings.* Surveillance video shall be kept for a minimum of ninety (90) days in a format that can be easily accessed for viewing. ~~Video must use standard industry format to support criminal investigations. Permit holders shall be required to cooperate with all law enforcement investigations and provide video footage related to any such investigation upon request.~~

~~(4)(3)~~ *Lighting and Alarms.* Motion-sensor lighting and alarms shall be required and shall be professionally installed and monitored to ensure the safety of persons and to protect the premises from theft. Alarm and surveillance systems shall be equipped with a failure notification system that provides prompt notification to the operator of any prolonged surveillance interruption and/or failure of the system.

~~(5)(4)~~ *Surveillance and Security Equipment/Records.* All surveillance equipment, records, and recordings must be stored in a secured area ~~or manner that is only accessible to management staff.~~ Operators of medical cannabis establishments must keep a current list of all ~~authorized~~ employees who have access to the surveillance system and/or alarm system.

~~(6)(5)~~ *Contracts, Leases, and Agreements.*

(a) A permittee shall maintain up-to-date and current records and existing contracts on the premises that describe the location and operation of each security alarm system, a schematic of security zones, the name of the alarm installation company, and the name of any monitoring company. Off-site monitoring and video recording storage of the premises by the licensee or an independent third party is authorized as long as standards exercised at the remote location meet or exceed all standards for on-site monitoring.

~~(b) — Any landlord, leasing agent or owner of property, upon which a medical cannabis establishment center operates who knows, or in the exercise of reasonable care should know, that a medical cannabis establishment is operating in violation of this Ordinance or applicable~~

~~State law, must prevent, stop, or take reasonable steps to prevent the continued illegal activity on the leased premises.~~

~~(c) — Landlords who lease space to or for a medical cannabis establishment must expressly incorporate language into the lease or rental agreement stating that failure to comply with this Ordinance is a material non-curable breach of the lease and shall constitute grounds for termination of the lease and immediate eviction by the landlord.~~

~~(7)(6)~~ *Power Outages.* All security measures installed on site shall have the capability to remain fully operational during a power outage.

~~(8)(7)~~ *Fire Safety Standards; Fireproof Vault.* Security measures shall be designed to ensure emergency access in compliance with fire safety standards. Each medical cannabis establishments shall have a vault or safe that is incorporated into and securely attached to the building structure for the purpose of securely storing cash and any processed cannabis.

~~(9)(8)~~ *Doors, windows, and roof hatches.* All medical cannabis establishments shall have locking doors, with commercial-grade nonresidential locks, to prevent free access. Windows and roof hatches of each building shall be secured from the inside with bars so as to prevent unauthorized entry, and shall be equipped with latches that may be released quickly from the inside to allow exit in the event of emergency in compliance with all applicable building code and life safety provisions. Exterior doors shall remain locked from the outside to prevent unauthorized ingress to the premises. Ingress shall be allowed by means of a remote release operated from within the premises. In all cases, doors shall remain openable from the inside to allow egress without the use of a key or special knowledge. If installed, access-controlled egress door shall comply with the applicable building and life safety codes.

~~(10)(9)~~ Security measures shall prevent those who are not agents, employees, vendors, or contractors of the medical cannabis establishment ~~individuals~~ from remaining on the premises of the medical cannabis establishment if they are not engaging in activities expressly related to the operations of the business.

~~(11) — Security measures shall include a transportation plan that details the procedures established for the safe and secure transport of cannabis, cannabis products, and currency to and from the business, including the transfer of currency for city tax payments.~~

~~(12)(10)~~ *Storage of Cannabis and Cannabis Products.* Except for products on display for sale at medical cannabis dispensaries during hours when the business is open to the public, all cannabis and cannabis products shall be stored in a secured and locked room, safe, or vault. To the fullest extent possible,

all cannabis and cannabis products shall be kept in a manner that prevents theft and loss, except for limited amounts used for the purposes of display or immediate sales.

~~(13)~~⁽¹¹⁾ Duress alarm buttons shall be installed in all commercial cannabis facilities with easy access by employees and all employees shall be properly trained in their use.

~~(14) — Any security bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building and shall be equipped with latches that may be released quickly from the inside to allow exit in the event of emergency in compliance with all applicable building and life safety code provisions.~~

~~(15) — Security personnel hired by the medical cannabis establishment shall be subject to prior review and approval of the chief of police or his or her designee. This requirement may include Department of Justice clearance of individuals.~~

~~(16) — Each medical cannabis establishment shall identify a liaison and their contact information to the City police department who shall be reasonably available to meet with the chief of police or his or her designees regarding security measures and operational issues.~~

~~D. — Weapons Prohibited. Except as otherwise expressly permitted by federal or state law, weapons and firearms are prohibited on the property of medical cannabis establishments.~~

~~E. — Employees; Workers.~~

~~(a) — All employees of medical cannabis establishments must be twenty-one (21) years of age or older.~~

~~(b) — All owners and employees of medical cannabis establishments shall be subject to background search in accordance with laws and regulations adopted by the State and its agencies, and no one disqualified under State law shall be permitted to be present on the premises of or otherwise an employee, manager, operator, or owner of a medical cannabis establishment. Permits shall not be issued for and are subject to revocation for, any employee, manager, operator, or owner of a medical cannabis establishment who shall have been convicted of a disqualifying felony. Permits shall not be issued to or for, and shall be subject to revocation for, any medical cannabis establishment who shall employ or have an employee, manager, operator, or owner with any criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement, or a misdemeanor or felony criminal conviction for the sale,~~

~~provision, or possession of illegal controlled substances under Federal or State law.~~

~~(c) — Each medical cannabis establishment shall maintain on site a current register of all the employees currently employed by the medical cannabis establishment and shall provide this register/report to the Director on a monthly basis by the 10th day of each calendar month. This register/report shall also be provided to the Director and/or chief of police or any other city official authorized to enforce the City's Code of Ordinances at any time for purposes of determining compliance with this Ordinance. This register/report shall contain, at a minimum, the following information about each such employee:~~

- ~~(i) — Name and title;~~
- ~~(ii) — Current home address, functioning telephone number; and
— date of birth;~~
- ~~(iii) — A state or federally issued driver's license or other
— identification number; and~~
- ~~(iv) — A list of all criminal convictions, if any, whether
— misdemeanor or felony, involving such employee.~~

~~F. — Tracking. Medical cannabis establishments shall comply with any track and trace program established by the State and its agencies and the City. Such establishments must maintain records tracking all cannabis production and products and shall make all records related to medical cannabis commercial activity available to the City upon request.~~

~~G. — Police Notification. Medical cannabis establishments shall notify the City police department immediately or within twenty-four (24) hours of discovering any of the following:~~

- ~~(a) — Significant discrepancies identified during inventory. The level of significance shall be two percent (2%) of inventory or per State regulations, whichever is stricter.~~
- ~~(b) — Diversion, theft, or loss, or any criminal activity involving the medical cannabis commercial activity or affairs or business of the medical cannabis establishment or any agent or employee of the medical cannabis establishment.~~
- ~~(c) — Any other breach of security.~~

~~H.C. Inspections. Medical cannabis establishments and associated or related medical cannabis commercial activity shall be subject to inspections by appropriate local and State agencies, including, but not limited to, the City and its Department of Urban Development, Utility Billing Office, Police Department, and Fire Department. Medical cannabis establishments shall be inspected at random times to determine for conformance~~

with the ~~City's Code of Ordinances, adopted Codes, and~~ permit requirements and terms, ~~and conditions~~. Unless otherwise allowed under the law, such inspections shall be conducted during regular business hours, with at least twelve (12) hours' notice. ~~If interference in the performance of the duty of the agency or department having jurisdiction occurs, the agency or department may request that the Director temporarily suspend the permit and order the medical cannabis establishment to immediately cease operations. Such temporary cessation of operations shall not exceed forty-eight (48) straight or consecutive hours.~~

I.D. *Restriction on Alcohol Sales.* No alcoholic beverages may be sold, dispensed, or consumed on or about the premises of any medical cannabis establishment, and no medical cannabis establishment shall hold ~~de~~ or maintain a license from the State or its agencies to sell alcoholic beverages of any type or to operate a business that sells alcoholic beverages of any type.

I.E. *Restriction on Tobacco Sales.* No tobacco products of any type, including, but not limited to, cigarettes, cigars, pipes, and any vaping products or equivalents thereof may be sold or dispensed on or about the premises of any medical cannabis establishment.

K.E. *Restriction on Use of Cannabis.* No cannabis may be eaten ingested, smoked, consumed or otherwise used in any way or method by any person or individual on the premises of any medical cannabis establishment. For purposes of complying with this requirement, the term "premises" shall include the physical building and leasehold space, as well as any accessory structures, parking areas, sidewalks, driveways or other immediate surroundings.

L.G. *No Other Use or Operations.* A medical cannabis establishment shall not engage in the sales or operation of any other type of business, commercial activity, or operations on the premises of the said medical cannabis establishment other than that type of medical cannabis commercial activity which is strictly connected to the specific type of medical cannabis establishment set out in the appropriate license issued by the State and its agency for such establishment.

M.H. *Odor; Odor Control Devices and Techniques.* No medical cannabis establishment shall emanate any odor of cannabis off the premises of such establishment.

(1) Odor control devices and techniques shall be incorporated in all medical cannabis establishments to ensure that odors from cannabis are not detectable off site.

(2) *Medical cannabis dispensaries.* Medical cannabis dispensaries shall provide a sufficient odor-absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways,

foyers, lobby areas, or any other areas available for use by the visiting public, or within any other unit located inside the same building as the medical cannabis dispensary. As such, medical cannabis dispensaries shall at a minimum install and maintain the following equipment or any other equipment which the Director determines has the same or better effectiveness:

- (a) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or
- (b) An air system that creates negative air pressure between the medical cannabis dispensary's interior and exterior so that the odors generated inside the business are not detectable on the outside of the business.

~~N.I.~~ *No Signage or Symbols.*

(1) No exterior signage or symbols shall be displayed which advertise the availability of cannabis using drug-related symbols which are attractive to minors or which are carried out in a manner intended to encourage persons under twenty-one (21) years of age to consume cannabis or cannabis products, nor shall such signage or symbols be displayed on the interior of the facility in such a way or manner as to be visible from the exterior.

(2) No medical cannabis establishment shall engage in any advertisement that contains any statement or illustration that:

- (a) depicts the actual consumption or use of cannabis or cannabis products;
- (b) promotes the consumption of cannabis or cannabis products;
- (c) makes any health, medicinal, or therapeutic claims about cannabis or cannabis products;
- (d) makes safety claims of any type;
- (e) includes the image of a cannabis leaf or bud; or
- (f) includes any image designed or likely to appeal to minors, including, but not limited to, cartoons, toys, animals, animated figures, images, or persons, or children (persons under the age of twenty-one (21)) or any other likeness, images, characters, or phrases that are designed or likely to appeal in any manner to children and/or youth.

~~Θ.I.~~ *Required Signage.* The following signs, each in measurements of not less than eight by ten inches (8" x 10") shall each be clearly and legibly posted in a conspicuous location inside the medical cannabis establishment where they will be visible to customers in the normal course of a transaction, stating:

(1) “Use or consumption of medical cannabis on this premises is prohibited.”

(2) “All visitors to this premises must be at least twenty-one (21) years of age and able to show a State issued registry identification card in accordance with the Mississippi Medical Cannabis Act.”

(3) ~~“The dispensing of medical cannabis without a State license and City permit is illegal.~~ The sale or distribution of marijuana or cannabis for non-medical purposes authorized by the Mississippi Medical Cannabis Act is illegal ~~as well.”~~

~~(4) **“HEALTH WARNINGS:**~~

- ~~* There are serious health risks associated with consumption of marijuana/cannabis.~~
- ~~* Marijuana/cannabis has intoxicating effects and can be habit forming.~~
- ~~* Smoking is hazardous to your health.~~
- ~~* Marijuana/cannabis should not be used by women who are pregnant or breastfeeding.~~
- ~~* Marijuana/cannabis impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under the influence of this drug.”~~

~~P. **Complaint Handling; Additional Signage Required.**~~

~~(1) Medical cannabis establishments shall operate and maintain an onsite 24-hour telephone number for receiving complaints and other inquiries regarding the establishment. An employee or member engaged in the management of the medical cannabis establishment shall be responsible for receiving, logging, and responding to these complaints and other inquiries. The log shall be maintained in the records of the establishment.~~

~~(2) A sign shall be posted at main public entrance to each building or structure of a medical cannabis establishment that contains the name and functioning telephone number of a 24-hour on-call employee or member engaged in the management of the medical cannabis establishment who shall receive, log, and response to complaints and other inquiries on behalf of the establishment.~~

~~Q. **Permit Connected to Facility/Business at Time of Issuance.** No medical cannabis establishment may increase the size of the footprint of its facility or establishment without amending its permit, as applicable, or obtaining a new permit related to the proposed increased facility or establishment.~~

~~R-K. **Hours of Operation.**~~

(1) *Medical Cannabis Dispensaries.* All sales of distribution of medical cannabis and any other products sold to the public at or through a medical cannabis dispensary may only take place between the hours of 8:00 a.m. and 6:00 p.m. on Mondays through Saturdays. Medical cannabis dispensaries shall be secured and closed to the public after the hours listed in this subsection and no persons not employed by the medical cannabis dispensary may be present in such a facility at any time it is closed to the public.

(2) *All Medical Cannabis Establishments Other than Medical Cannabis Dispensaries.* All medical cannabis establishments, other than medical cannabis dispensaries, shall be closed to the public between the hours of 10:00 p.m. and 8:00 p.m. No persons not employed by the medical cannabis establishment shall be on the premises at any time when the medical cannabis establishment is closed to the public.

S.L. *No Display or Distribution of Plants or Products.* A medical cannabis establishment shall not permit the public display of a live marijuana or cannabis plant on its premises. Except as strictly permitted by State law, no medical cannabis establishment shall distribute or provide live marijuana or cannabis plants to any person or entity. Cannabis and cannabis products shall not be displayed in windows or be susceptible to public view on the exterior of a medical cannabis establishment.

~~T. — *Waste; Disposal.* Any excess or unusable cannabis or cannabis byproduct shall be stored securely before final disposition, which may be done in accordance with State law and applicable State and City regulations. Unless otherwise specifically addressed in State law or governing State or City regulations, all such waste must, prior to disposal, be stored within a completely enclosed area that is locked while inside a medical cannabis establishment or stored in a locked, tamper-resistant receptacle that is not accessible to the public or able to be viewed from a public street or right-of-way or from other private property.~~

U.M. *Queuing of Vehicles; Adequate Indoor Space.*

~~(1) Medical cannabis establishments shall ensure that there is no queuing of vehicles in or any obstructions in or to the rights of way associated with their business or establishment and shall take all necessary and immediate steps to ensure compliance with this sub-paragraph.~~

~~(2) —~~ No medical cannabis establishment shall provide or allow outdoor seating areas, queues, or customer waiting areas. All aspects of medical cannabis commercial activities shall be conducted within buildings. Any aspect of sales, including, but not limited to, sales from mobile units, are specifically prohibited. Medical cannabis establishments shall not permit any invitee to stand, sit (including in a parked vehicle), gather, or loiter outside of the building where the medical cannabis establishment operates, including in any parking area, sidewalk adjacent, right of way, or neighboring property for any period of time longer than

that reasonably required to arrive and depart. The medical cannabis establishment shall post a conspicuous sign stating that no loitering is allowed on the property.

~~(3) — Medical cannabis establishments and their employees, officers, members, officials, agents, and volunteers shall cooperate with law enforcement at all times to ensure gathering and/or loitering does not occur.~~

~~V.N.~~ *No drive through service; no deliveries.* No medical cannabis establishment shall have a drive through or drive in service aisle.

(1) Drive through or walk up window services or business in conjunction with medical cannabis dispensaries are prohibited.

(2) All aspects of sales, commercial activity, and business of medical cannabis dispensaries with customers permitted under the Mississippi Medical Cannabis Act, *e.g.*, card holders, shall occur completely within the indoor confines of the establishment's designated building, to include, but not be limited to, all product viewing, dispensing, payment for and receipt of products, and receipt of products, and delivery of medical cannabis or related products to customers outside of such building is prohibited.

~~W.O.~~ *No Practitioner on Premises.* No medical cannabis establishment shall have a practitioner, as such term is defined and understood in the Mississippi Medical Cannabis Act, on its premises to evaluate, assess, or examine patients for medical cannabis use or associated with diagnosis for medical cannabis use or any type of certification of such diagnosis. For purposes of complying with this requirement, the term "premises" shall include any part of the physical building or structure and leasehold space utilized by the medical cannabis establishment, as well as any accessory structures, parking areas, sidewalks, or driveways connected to or within five (500) feet of such establishment.

~~X. — Record Keeping. Unless specifically stated otherwise in this Paragraph, all records required hereunder shall be maintained on site.~~

~~(1) — A medical cannabis establishment shall maintain records in accordance with the laws and regulations adopted by the State and the City.~~

~~(2) — For purposes of this sub paragraph, a medical cannabis establishment shall maintain records using only the State of Mississippi medical cannabis "registry identification card" ID or number or a copy of a practitioner's prescription as a protection for the confidentiality of the cardholders for purposes of record keeping required hereunder.~~

~~(3) — Medical cannabis establishments shall track when "registry identification cards" issued by the State of Mississippi or its regulatory agencies expire or are revoked or suspended as well as when practitioners' licenses expire~~

or are revoked or suspended, and medical cannabis establishments shall exclude those card holders and practitioners whose “registry identification cards” or licenses, as the case may be, are invalid or expired.

(4) ~~Medical cannabis establishments shall keep and maintain records in a manner to protect confidential information in the records if the records contain information protected by applicable law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).~~

(5) ~~Medical cannabis establishments shall exclude persons and entities who are caught, known, or discovered to be diverting or attempting to divert cannabis for non-medical use.~~

(6) ~~A medical cannabis dispensary shall, by using “registry identification card” ID’s or numbers keep and maintain an accurate account of the number of persons who visit and make purchases at the dispensary each month and also for the entire permit year/term.~~

(7) ~~A medical cannabis dispensary shall keep accurate records, follow accepted cash handling practices, according to generally accepted accounting principles, and keep and maintain a general ledger of cash transactions.~~

(8) ~~A medical cannabis dispensary shall allow the City, by and through its Director or chief of police or their designees, to access the books, records, accounts and all data relevant to its operations for purposes of conducting an audit or examination to determine compliance with the City’s Code of Ordinances, administrative regulations, conditions of approval or permit, and applicable laws. Books, records, accounts and all relevant data shall be produced no later than twenty four (24) hours after receipt of the request of the City official.~~

~~Y.P.~~ *Liability and Indemnification.* To the maximum extent permitted by law, the permittee under this Ordinance shall defend (with counsel acceptable to the City), indemnify and hold harmless the City and its respective officials, officers, employees, representatives, agents and volunteers (hereafter collectively referred to herein as “City”) from any and all liability, damages, actions, claims, demands, litigation, loss (direct or indirect), causes of action, proceedings, and judgments (including legal costs, attorneys’ fees, expert witness or consultant fees, city attorney or staff time, expenses or costs) (collectively referred to herein as “action”) against or involving the City to attack, set aside, void or annul or otherwise object to any medical cannabis related approvals and actions, and/or strictly comply with the terms and/or conditions under which such permit is granted, if any, as well as arising out of or relating to issuance of the permit and actions or events arising therefrom or associated therewith. The City may elect, in its sole discretion, to participate in the defense of said action and the permittee shall reimburse the City for its reasonable legal costs and attorneys’ fees. The permittee (applicant) shall agree to the above obligations in writing as a condition to proper issuance of the permit.

Z.Q. Buildings; Structures; Architecture. In addition to complying with the City's Code of Ordinances pertaining to architectural standards (e.g., Article IV(E) in Appendix A to the City's Zoning Ordinance (supplementary design standards), and those pertaining to standards associated with signs (e.g., §§ 9-76, *et seq.*), all buildings and structures in which a medical cannabis establishment is located, or any part thereof, must comply with the following:

- (1) Not utilize any colored paint for the exterior of the building that is obnoxious or otherwise not consistent with colors of the surrounding areas.
- (2) There should be a visual distinction between the base (ground-door façades), middle (upper-level doors) and top of buildings. This can be accomplished by using different materials and/or colors for storefronts and upper stories.
- (3) Predominant exterior building material surfaces should be high quality materials, including, but not limited to, architectural block, brick, concrete with an architectural furnish, stucco, glass, wood, sandstone, or other native stone and tinted/textured concrete masonry units. Exterior building materials should not include unfinished or unpainted concrete panels, metal panels or smooth face concrete block.
- (4) Storefront primary cladding materials should be brick, stone, or carved wood panels. Wood, when used, should be painted or stained. Doors should match storefront window frames, and should be made of crafted wood, stainless steel, bronze, or other ornamental metals.
- (5) Façade colors should be neutral or muted colors. The use of bright "primary" colors is prohibited. Accent colors may be brighter and more intense but should harmonize with the dominant building color.

SECTION 8. Regulations Pertaining to Cannabis Cultivation Facilities

- A. *Applicability.* This section shall apply to all cannabis cultivation facilities.
- B. *Indoors; Setbacks.* The cultivation of cannabis by cannabis cultivation facilities is strictly limited to indoor structures or facilities. Cultivation shall be screened from public view. There shall be no exterior evidence of cultivation.
- C. *Building Requirements.*
 - (1) All structures used in cannabis cultivation facilities and associated operations, including greenhouses, require a building permit and shall comply with all applicable requirements adopted or incorporated in the City's Code of Municipal Ordinances and adopted codes and regulations.

(2) Cannabis cultivation facilities that provide access to the public, including but not limited to employees, vendors, contractors, or business associated or partners, shall meet all requirements for accessibility set out in Federal, State, or City laws, codes, or regulations, including accessible parking, accessible path of travel, restrooms, and washing facilities.

D. *Fire Code Requirements.* The operator shall prepare and implement a fire prevention plan for construction and ongoing operations and obtain all required permits from the fire agency. The fire prevention plan shall include, but not be limited to: emergency vehicle access and turn-around at the facility site(s), vegetation management and firebreak maintenance around all structures.

E. *Lighting.* All lighting shall be fully shielded, downward casting and not spill over onto structures, other properties or the night sky. All indoor operations shall be fully contained so that little to no light escapes. Light shall not escape at a level that is visible from neighboring properties between sunset and sunrise.

F. *Runoff and Storm Water Control.* Runoff containing sediment, or other waste or by-products, shall not be allowed to drain to the storm drain system, waterways, or adjacent lands and must comply with all other applicable water quality standards of the City's Code of Municipal Ordinances.

G. *Security and Fencing.* In addition to the security requirements set out hereinabove, the following security and fencing standards apply to medical cannabis cultivation facilities:

(1) Security cameras shall be installed with the capability to record activity beneath the canopy but shall not be visible from surrounding parcels.

(2) Security measures shall be designed to ensure emergency access in compliance with fire safety standards. All structures used for cultivation or storage of cannabis shall have locking doors, using commercial-grade locks, to prevent free access.

H. *Operating Standards.* In addition to standards contained set out hereinabove, the following standards shall apply to all medical cannabis cultivation facilities:

(1) *Compliance Inspections.* All medical cannabis cultivation facilities shall be subject to on-site compliance inspections by the City. These inspection shall be conducted during regular business hours, with at least twelve (12) hours' notice unless public health or safety requires otherwise.

(2) *Air Quality and Odor.* All medical cannabis cultivation facility operations and any drying, aging, trimming and packing facilities shall be equipped with odor control filtration and ventilation system(s) to control odors,

humidity, and mold. Such a facility may not create odors amounting to a nuisance.

(3) *Hazardous Materials.* All medical cannabis cultivation facility operations that utilize hazardous materials shall comply with applicable hazardous waste generator, underground storage tank, aboveground storage tanks and hazardous materials handling requirements and maintain any applicable permits for these programs from the appropriate State, County, and City departments or agencies.

(4) *Hours of Operation.* Medical cannabis commercial activities associated with medical cannabis cultivation facilities may be conducted between the hours of 6:00 a.m. and 10:00 p.m. on Mondays through Sundays, unless otherwise conditioned in the permit or otherwise prohibited or restricted by State law or City Ordinance. Associated outdoor activities such as loading and unloading shall be limited to the hours of 7:00 a.m. to 6:00 p.m., unless the permit allows otherwise.

(5) *Noise Limits.* Operations of a medical cannabis cultivation facility shall not violate the City's noise ordinance or other applicable ordinances adopted by the City and set forth in its Code of Ordinances.

(6) *Occupational Safety.* A medical cannabis cultivation facility shall comply with all applicable Federal, State, and local laws and regulations governing Mississippi agricultural employers, which may include Federal and State wage and hour laws and OSHA.

(7) *Waste Management.* A waste management plan addressing the storing, handling and disposing of all waste by-products of the cultivation, processing, and related activities of a medical cannabis cultivation facility shall be submitted for review and approval by the City through the Director prior to commencement of operations and upon request of the City at any time thereafter. This plan shall characterize the volumes and types of waste generated, and the operational measures that are proposed to manage and dispose of or reuse the wastes in compliance with any regulations adopted by the State and/or City. All waste generated by or associated with a medical cannabis cultivation facility, including, but not limited to, refuse, garbage, green waste, and recyclables, must be disposed of in accordance with Federal, State, and local laws, codes, and regulations. All such waste must be properly stored and secured to prevent access by the public.

I. *Storage of Materials, Products, and Equipment.* All storage of materials, products, and equipment associated with the operations of a cannabis cultivation facility shall be within a fully secured area inside the building structure.

SECTION 9. Reserved

SECTION 10. Abandonment of Medical Cannabis Establishment

A. If an applicant or permittee abandons the medical cannabis establishment that is the subject of a permit, the applicant or permittee shall notify the Director in writing within thirty (30) days of the abandonment and the following rights and obligations shall exist. Within forty-five (45) days of such notice, the applicant or permittee, at their expense, shall remove all signs, advertising, directional, or otherwise, from the property where the medical cannabis establishment was once or was to be located and/or operated as well as any and all postings of the permit and shall reasonably restore the condition of the outside (or exterior) property so that there is no indication that the same is any longer or once was a medical cannabis establishment or otherwise associated in medical cannabis commercial activity. If the applicant or permittee fails to comply with the provisions of this Section, the City shall have the rights to pursue any remedies available to it at law and/or in equity and shall not issue a permit to the applicant or permittee for any medical cannabis establishment and any agent, owner, assignee, or transferee thereof, for any period of time for twenty-four (24) consecutive months following expiration of the forty-five (45) period of time set forth in this Section.

SECTION 11. Supplemental Provisions

A. The provisions in this Ordinance are supplemental to, and not intended to alter, affect or modify any other provisions in the City of Gulfport's ordinances that may be applicable to the design, construction, location, and operation of a medical cannabis establishment.

SECTION 12. Administrative Enforcement Remedies

A. *Generally.* When the Director finds that a permittee has violated or continues to violate any provision in this Ordinance, the permit, or applicable State or City laws, codes, or regulations, the Director may suspend or revoke the permit.

B. *Permit Revocation.* In addition to other grounds set out elsewhere in this Ordinance, the Director may revoke a permit for any good cause, including, but not limited to, the following reasons:

1. Failure to notify the City of changes to the permit prior to the change;
2. Misrepresentation or failure to fully disclose all relevant facts in the application;
3. Falsification of self-monitoring reports;

4. Refusing to allow the City timely access to the facility premises and records;
 5. Failure to pay fees, charges or fines;
 6. Failure to meet compliance schedules;
 7. Violation of any Permit condition, term, or any terms this Ordinance or any other applicable state or local law; or
98. The revocation or suspension of a license that permits or permitted the permittee to engage in its medical cannabis establishment operations or the failure to maintain such license, including, but not limited to, that license or licenses required to be issued by the State or its regulatory agencies.

C. *Immediate Suspension.* The Director may immediately, without prior notice or hearing, suspend a permit after informal notice to the permittee whenever such suspension is necessary to stop an actual or threatened activity which reasonably appears to violate any applicable City law, regulation, code, or order. Any permittee notified of a suspension of its permit shall immediately stop all medical cannabis commercial activity and operations of its medical cannabis establishment.

D. *Reconsideration.* Any permittee affected by any administrative enforcement action made by the Director, may file with the Director a written request for reconsideration within ten (10) days of such decision, action, or determination, setting forth in detail the facts supporting the permittee's request for reconsideration. The Director shall schedule a meeting with the permittee to consider the reconsideration request, and shall make a final determination within fifteen (15) days after the meeting, which final determination shall be set out in writing and mailed to the permittee. The Director's decision, action, or determination shall remain in effect during such period of reconsideration.

E. *City Council Appeal.* The Director's reconsideration determination may be appealed by the affected permittee to the City Council by submitting a written request for appeal to the Council Clerk for the City Council no later than ten (10) days after notification of the Director's reconsideration decision. The written appeal shall be heard by the City Council within sixty (60) days from the date of filing. The Director's decision, action, or determination shall remain in effect during such period of appeal.

F. *Automatic Permit Termination.* In addition to what is set out elsewhere in this Ordinance, a permit shall be voidable, at election of the Director, upon non-use, upon cessation of the permitted medical cannabis establishment operations or its medical cannabis commercial activity, or upon such other cause as set forth in regulations adopted by the City.

SECTION 13. Judicial Remedies

A. *Injunctive Relief; Penalties.* When the Director finds that a medical cannabis establishment has violated any permit condition, the provisions of this Ordinance, or any other applicable City or State law, the City through its City Attorney may petition the appropriate Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate in restraining the continuance of the activity. The City may also seek such other action as is appropriate for legal and/or equitable relief. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a permittee or anyone engaged in operations or activities of the medical cannabis establishment.

B. *Criminal Prosecution.* Any violation of this Ordinance may be prosecuted by the City Attorney / Prosecutor and charged in the discretion of the same as either a misdemeanor or an infraction.

C. *Remedies Nonexclusive.* The remedies in this Chapter are not exclusive. The City may take any, all, or any combination of these actions against a noncompliant permittee.

SECTION 14. Liability of the City; Indemnity

Neither the City nor any officer or employee thereof shall be held responsible for any damages caused by any work or construction in any street, alley, sidewalk, rights-of-way, or other public place made by any person under the authority of a permit issued pursuant to the provisions of this Ordinance. The permittee shall be solely liable for any damage or loss occasioned by any act or omission occurring in connection with such work or construction, and shall fully indemnify, hold harmless and defend City, its officers, officials, and employees from and against any and all suits, actions, judgments, losses, costs, demands, claims, expenses (including attorney's fees), damages, and liabilities of every kind to which the City and its officers, officials, and employees may be subjected for injury of any type, death, and/or property damage in any way arising out of or connected with any such act or omission. The City shall promptly notify a permittee, at the address(es) set forth in the permit or Application, of any claim or suit served upon the City and alleging negligent or wrongful conduct by the permittee in connection with work or construction that is the subject of a permit.

SECTION 15. Violations and Penalties

A. Any person or entity violating any of the provisions of this Ordinance shall be guilty of a misdemeanor. Each person shall be deemed guilty of a separate offense for each day or portion thereof during which that person knowingly commits any violation of any of the provisions of this Ordinance. Upon conviction of any such violation, said violator(s) shall be punished by a fine of not more than one thousand dollars (\$1,000.00) for each such violation.

B. No person or entity who has violated any provision of this Ordinance shall be issued another permit hereunder, nor shall any contractor or agent apply for or be

issued such a permit on such person's behalf, until the outstanding violation is corrected or a plan for correction is approved by the Director, which approval shall not be unreasonably withheld. The foregoing requirement or penalty is in addition to any penalty or remedy for violation that may be imposed or sought by the City at law or equity.

SECTION 16. Other Ordinances; Severability; Miscellaneous Provisions

A. All provisions of the ordinances of the City of Gulfport in direct conflict with the provisions of this Ordinance are subordinated to this Ordinance and all other provisions of the ordinances of the City of Gulfport not in conflict with the provisions of this Ordinance shall remain in full force and effect.

B. If any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance or the application thereof to any person or circumstances be adjudged or held to be unconstitutional, illegal, invalid, or unenforceable by a court of competent jurisdiction, such finding or such invalidity shall not serve as an invalidation or affect the validity or enforceability of any other section or provision of this Ordinance and to this end, the provisions of this Ordinance are declared to be severable. Such an invalid sentence, paragraph, subdivision, clause, phrase, or section shall also not affect the validity of the Code of Ordinances as a whole.

C. Permits issued pursuant to this Ordinance, and the permittees thereof, are subject to the provisions of all other ordinances, codes, and regulations adopted by the City.

D. No term, condition, provision, regulation or requirement set forth in this Ordinance shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, exemptions from liability, and other provisions of Mississippi's Tort Claims Act, Miss. Code Ann. § 11-46-1 *et seq.* (Rev. 2019), or under any other applicable law.

E. Applications issued under this Ordinance are issued subject to the understanding that this Ordinance is adopted in reliance upon the State legalizing medical cannabis commercial activity, such as under the "Mississippi Medical Cannabis Act" adopted and made effective on February 3, 2022. This Ordinance and all permits issued thereunder shall become void and of no effect if the State rescinds the "Mississippi Medical Cannabis Act" or otherwise reverts to make medical cannabis commercial activity unlawful or illegal.

F. Applications under this Ordinance are further issued subject to all licenses and permits being obtained for medical cannabis commercial activity and full compliance with all applicable state and federal laws, codes, and regulations and terms and conditions associated therewith.

G. This Ordinance shall be liberally construed so as to further its purposes, and this Ordinance shall be interpreted or construed so as not to be in violation of State law, where such violation is prohibited and not permitted thereby.

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

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

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

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted,
this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI
ADOPTING REGULATIONS FOR MEDICAL CANNABIS
ESTABLISHMENTS IN THE CITY OF GULFPORT, MISSISSIPPI**

WHEREAS, what is referred to as the “Mississippi Medical Cannabis Act” (“MMCA”) was adopted by the Mississippi Legislature and subsequently signed by the Governor, effective February 2, 2022, and which authorizes, among other things, the cultivation, processing, sale and distribution of medical cannabis and cannabis products in every county and municipality in the State of Mississippi; and

WHEREAS, Section 19 of the MMCA also authorizes and empowers municipalities to enact ordinances and regulations governing, among other things, the time, place, and manner of medical cannabis establishment operations in their jurisdictions; and

WHEREAS, in this same legislation municipalities may establish penalties for violations of these same ordinances and regulations; and

WHEREAS, potential adverse impacts on the health, safety, and welfare of residents and business from secondary effects associated with the sale and distribution of marijuana exist, including, offensive odors, trespassing, theft, fire hazards, increased crime in and about medical cannabis dispensaries, robberies, negative impacts on nearby businesses, and nuisance issues; and

WHEREAS, certain of these potential adverse impacts are accentuated by difficulties often experienced by medical cannabis establishments in obtaining banking services, necessitating some businesses to operate on a cash basis; and

WHEREAS, in 1996 the State of California became the first State to legalize the use of “medical marijuana,” and several other States subsequently enacted laws legalizing medical marijuana in various circumstances; and

WHEREAS, the California Police Chiefs Association (“CPCA”) developed a Task Force on Marijuana Dispensaries that prepared an extensive study whose findings were memorialized in a document entitled “White Paper on Marijuana Dispensaries” published on or around April 22, 2009; and

WHEREAS, this study from the CPCA examined the direct and indirect adverse impacts of marijuana in local communities and indicated that marijuana dispensing facilities may attract or cause ancillary crimes, and may result in adverse effects, such as marijuana smoking in public, the sale of other illegal drugs at dispensing facilities, loitering and nuisances, and increased traffic at dispensing facilities, and that these businesses may contribute to the existence of a secondary market for illegal business; and

WHEREAS, several years ago an entity referred to as “The Marijuana Policy Group,” now known as MPG Consulting, performed and published a study in the State of Florida called “Municipal Dispensary Allocation: Florida,” which evaluated the market need for medical marijuana dispensing facilities and the harmful consequences and secondary effects of over-saturation of medical marijuana dispensing facilities within the market place; and

WHEREAS, “The Marijuana Policy Group” determined that the State of Florida should have no more than one dispensing facility for each 50,000 residents and that the optimal ration was one dispensary per 67,222 residents; and

WHEREAS, while no similar studies are known to have yet been undertaken in the State of Mississippi, these studies involving the same industries in these other States provide useful information regarding possible impacts and effects of businesses within these industries; and

WHEREAS, the City of Gulfport does hereby find that it is desirable to establish a uniform regulatory structure for all medical cannabis establishments, as these are defined in the MMCA, that are located in the City in accordance with State law; and

WHEREAS, the City does hereby further find that the location, construction, installation, expansion, operation, and maintenance of medical cannabis establishments in the City can have significant impacts upon, among other things: (1) the health, safety, and well-being of the public; (2) aesthetic values and character of the City; (3) safe and healthy use of public space and of private properties; and (4) properties and property values in the City in the areas where such facilities are placed; and

WHEREAS, while medical cannabis establishments may be lawful under certain circumstances in the State of Mississippi, they remain unlawful under the Federal Controlled Substances Act and there is a need to require persons to indemnify and hold harmless the City with respect to the operations of such establishments since, for instance there has been a directive from the United States Attorney General (on January 4, 2018) for all United States Attorneys to enforce the laws enacted by the United States Congress that criminalize the cultivation, possession and distribution of marijuana; and

WHEREAS, the adoption of the regulations, procedures, and requirements in this Ordinance will aid in the uniform furtherance of these business establishments created by the State, while promoting and protecting the public welfare, health, safety, and interests of the City and its citizens, as well as the City's visual resources and aesthetic quality and promoting

coordination, management, and upkeep of public space and associated City facilities and properties; and

WHEREAS, understanding that the regulation and coordination of the same regarding these types of establishments created by the State and to become effective now in municipalities like the City, the Governing Authority hereof additionally finds that the adoption of this Ordinance is needed for the immediate and temporary preservation of the public peace, health, and safety.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITY 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 Governing Authority of the City of Gulfport.

SECTION 2. That the Ordinance as drafted and set out below is hereby fully adopted by the City’s Governing Authority and is to be included and codified into the City’s Code of Ordinances as follows:

SECTION 1. Purpose

A. On February 2, 2022, the Mississippi Legislature adopted the “Mississippi Medical Cannabis Act,” which authorizes the restricted and conditioned use of medical cannabis in the State of Mississippi and which establishes a comprehensive regulatory system associated with such limited use thereof.

B. The “Mississippi Medical Cannabis Act” establishes, among other things, a licensing program requiring medical cannabis cultivators, manufacturers, distributors, processors, testing laboratories, dispensaries, researchers, distributors and transporters, testers, and disposers to obtain state issued licenses, and authorizes local governments, such as the City of Gulfport, to establish additional standards, requirements, and regulations for local licenses and permits.

C. The City has adopted or is in the process of adopting amendments to its Zoning Ordinance for commercial activities associated with medical cannabis under the “Mississippi Medical Cannabis Act.”

D. The purpose and intent of this Ordinance is to provide a uniform and comprehensive set of regulations and standards involving the time, place, and manner of commercial activities involving medical cannabis under the “Mississippi Medical Cannabis Act,” intended to protect and promote the health, safety, and welfare of the residents of the City of Gulfport and the community welfare, visual resources, and aesthetic quality of the City consistent with the goals, objectives, and policies of the City by, as an example, prescribing the manner in which such businesses and establishments can be conducted in the City. By enacting these regulations, the City does not intend to encourage or promote the establishment of any business or operation or the commitment of any act that constitutes or may constitute a violation of state or federal law. As of the date of the enactment of this Ordinance, the use, possession, distribution, and sale of marijuana is illegal under Federal Law and the use, possession, distribution, and sale of marijuana outside the restricted scope of the “Mississippi Medical Cannabis Act” in the State of Mississippi is similarly illegal under State Law, and those who engage in such activities do so at their own risk of criminal prosecution and are subject to being arrested, prosecuted, and convicted of such criminal law violations.

E. No part of this Ordinance shall be deemed to conflict with Federal Law as contained in the Controlled Substances Act, 21 U.S.C. § 800, *et seq.*, nor to otherwise permit any activity that is prohibited under that Act or any other local, state or federal law, statute, rule or regulation.

F. No part of this Ordinance shall be deemed to conflict with the City’s “Smoke-Free Air” Ordinance codified in Sections 7-185, *et seq.* of the City’s Code of Ordinances, nor to otherwise permit any activity that is prohibited under that Ordinance or any amendment thereof.

SECTION 2. Definitions

Unless a provision in this Ordinance explicitly states otherwise, the terms below have the following meanings for purposes of this Ordinance, regardless of whether in the singular or plural.

A. "*Applicant*," whether singular or plural, means a person or entity that seeks to have a permit issued under this Ordinance.

B. "*Application*" means a formal written request submitted to the City on a form created by the City for a permit to own, operate, manage, and/or engage in the business of a medical cannabis establishment in the City of Gulfport.

C. "*Cannabis*" means all parts of the plant of the genus *cannabis*, the flower, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin, including whole plant extracts. Such term shall not mean cannabis-derived drug products approved by the Federal Food and Drug Administration under Section 505 of the Federal Food, Drug, and Cosmetic Act.

D. “*Cannabis cultivation facilities*” means a business entity licensed and registered by the Mississippi Department of Health as a cannabis cultivation facility that acquires, grows, cultivates and harvests medical cannabis in an indoor, enclosed, locked and secure area.

E. “*Cannabis disposal entity*” means a business licensed and registered by the Mississippi Department of Health as a cannabis disposal entity that is involved in the commercial disposal or destruction of medical cannabis.

F. “*Cannabis processing facility*” means a business entity that is licensed and registered by the Mississippi Department of Health as a cannabis processing facility that:

- (1) acquires or intends to acquire cannabis from a cannabis cultivation facility;
- (2) possesses cannabis with the intent to manufacture a cannabis product;
- (3) manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and
- (4) sells or intends to sell a cannabis product to a medical cannabis dispensary, cannabis testing facility or cannabis research facility.

G. “*Cannabis product*” means cannabis flower, concentrated cannabis, cannabis extracts and products that are infused with cannabis or an extract thereof and are intended for use or consumption by humans. The term includes, without limitation edible cannabis products, beverages, topical products, ointments, oils, tinctures and suppositories that contain tetrahydrocannabinol (THC) and/or cannabidiol (CBD) except those products excluded from control under Miss. Code Ann. §§ 41-29-113, 41-29-136, as amended.

H. “*Cannabis research facility*” means a research facility at any university or college in this state or an independent entity licensed and registered by the Mississippi Department of Health as a cannabis research facility that acquires cannabis from cannabis cultivation facilities and cannabis processing facilities in order to research cannabis, develop best practices for specific medical conditions, develop medicines and provide commercial access for medical use.

I. “*Cannabis testing facility*” means an independent entity licensed and registered by the Mississippi Department of Health as a cannabis testing facility that analyzes the safety and potency of cannabis.

J. “*Cannabis transportation entity*” means an independent entity licensed and registered by the Mississippi Department of Health as a cannabis transportation entity that is involved in the commercial transportation of medical cannabis.

K. “*Cardholder*” means a registered qualifying patient or a registered designated caregiver who has been issued and possesses a valid registry identification card in accordance with or under the “Mississippi Medical Cannabis Act.”

L. "City" means the City of Gulfport, Mississippi.

M. "City Council" means the City Council of the City of Gulfport, Mississippi.

N. "Director of Urban Development" (or the "Director") means the person serving as the Director of the Department of Urban Development in the City of Gulfport or his or her designee who is responsible for the administration of this Ordinance.

O. "Edible cannabis products" means products that:

- (1) contain or are infused with cannabis or an extract thereof;
- (2) are intended for human consumption by oral ingestion; and
- (3) are presented in the form of foodstuffs, beverages, extracts, oils, tinctures, lozenges and other similar products..

P. "Commercial medical cannabis activity business" (or "Medical cannabis commercial activity business") means those affairs and activities of a medical cannabis establishment while engaged in a commercial enterprise.

Q. "Commercial medical cannabis activity business owner" (or "Medical cannabis commercial activity business owner") means any of the following:

- (1) each person or entity having an ownership interest in the commercial medical cannabis activity business other than a security interest, lien, or encumbrance on property that will be used by the activity's facility;
- (2) if the commercial medical cannabis activity business is a publicly traded company, the chief executive officer or any person or entity with an aggregate ownership interest of five percent (5%) or more; or
- (3) each person who participates in the direction, control, or management of, or has a financial interest in, the commercial medical cannabis activity business.

R. "Entity" means a corporation, general partnership, limited partnership or limited liability company that has been registered with the Mississippi Secretary of State as applicable.

S. "Marijuana" means cannabis, as defined in this Section.

T. "Medical cannabis commercial activity" means to own, operate, manage, and/or engage in any activity associated with the business of a medical cannabis establishment, not to include, however, permitted consumers or cardholders under the "Mississippi Medical Cannabis Act."

U. "Medical cannabis dispensary" means an entity licensed and registered with the Mississippi Department of Revenue as a medical cannabis dispensary that acquires,

possesses, stores, transfers, sells, supplies or dispenses medical cannabis, equipment used for medical cannabis, or related supplies and educational materials to cardholders.

V. “*Medical cannabis establishment*” means a cannabis cultivation facility, cannabis processing facility, cannabis testing facility, medical cannabis dispensary, cannabis transportation entity, cannabis disposal entity and cannabis research facility licensed and registered by the appropriate agency within the State of Mississippi or sought to be licensed and registered by such agency. The main point of entry of a medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a waiver to this distance restriction by receiving approval from the school, church or child care facility and by applying for a waiver with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or child care facility. No medical cannabis dispensary may be located within a one-thousand-five-hundred-feet (1,500) radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary.

W. “*Medical cannabis establishment agent*” means an owner, officer board member, employee, official, volunteer or agent of a medical cannabis establishment.

X. “*Mississippi Medical Cannabis Act*” (or the “*Act*”) means the law adopted by the Mississippi Legislature and signed by the Governor that went into effect on February 2, 2022, and not yet codified in the Mississippi Code at the time of adoption of this Ordinance.

Y. “*Person*,” for purposes of this Ordinance, means a firm, association, organization, partnership, trust, company, or corporation as well as an individual.

Z. “*Permit*” means a permit issued under authority of this Ordinance.

AA. “*Permittee*” means the holder of a permit, to include the applicant.

BB. “*Planning Commission*” means the body created by the City of Gulfport, Mississippi and existing under its ordinances.

CC. “*Practitioner*” means a physician, certified nurse practitioner, physician assistant or optometrist who is licensed to prescribe medicine under the licensing requirements of their respective occupational boards and the laws of the State of Mississippi. In relation to a nonresident cardholder, as defined and understood in the Mississippi Medical Cannabis Act, the term means a physician, certified nurse practitioner, physician assistant or optometrist who is licensed to prescribe medicine under the licensing requirements of their respective occupational boards and under the laws of the state or territory in which the nonresident patient resides. For registered qualifying patients who are minors, “*practitioner*” shall mean a physician or doctor of

osteopathic medicine who is licensed to prescribe medicine under the licensing requirements of their respective occupational boards and the laws of the State of Mississippi.

DD. “*State*” means the State of Mississippi and, where applicable, any department or agency thereof.

EE. “*Private property*” means real property located in the City that does not lie within the rights-of way of or is otherwise owned by the City or the federal, state or any political subdivision thereof, or any other local government within the jurisdiction of the City, or any agency thereof.

FF. “*Rights-of-Way*” or “*Right-of-Way*,” whether singular or plural, means the surface and space in, upon, above, along, across, over and below any public streets, avenues, highways, roads, courts, lanes, alleys, boulevards, ways, sidewalks, and bicycle lanes, including all public utility easements, as the same now or may hereafter exist, that are within the City's corporate boundaries and under the jurisdiction of the City. This term shall not include City property that is not right-of-way or state or federal rights-of-way, unless such rights-of-way is managed or maintained by the City or the City is otherwise responsible for the same by way of agreement, statute/law, or regulation.

GG. “*School*,” for purposes of this Ordinance, means a building, structure, and/or property, together with any accessory buildings, structures, and/or uses, used for pre-school, kindergarten, elementary, middle, junior high, and/or high schools serving any level of education from pre-school through 12th grade as well as two-year and four-year undergraduate and graduate community or junior colleges and colleges and universities, boarding schools, and military academies and business, secretarial, and vocations schools offering specialized trade and commercial courses, educational facilities or establishments, including learning or discovery centers, aquariums, and museums, whether for profit or non-profit, and specialized non-degree granting schools or establishments offering subjects including art, ballet and other dance, computers, cooking, drama, driver education, language, and/or music, and shall include all parts of the campus, grounds, or properties associated with such school, including, but not limited to, off-site or on-campus athletic fields and venues. Further included are seminaries and other establishments furnishing educational courses by mail as well as facilities institutions, conference centers, and museums that offer specialized programs in personal growth and development (*e.g.*, arts, communications, environmental awareness, and/or management). For purposes of this Ordinance, such term shall not mean a home instruction program.

SECTION 3. Permit

A. *Permit Required.* It is unlawful to own, operate, manage, or engage in the business of a medical cannabis establishment in the City of Gulfport or to otherwise engage in medical cannabis commercial activity without first obtaining a permit from the City in accordance with this Ordinance. Any violation of the terms or conditions of a

permit shall be deemed a violation of this Ordinance. Obtaining a permit does not relieve a person from their obligation to comply with all applicable Federal, State, and City laws, codes, and regulations. A permit may be issued for use only associated or connected with private property zoned appropriately for the medical cannabis establishment under the City's Zoning Ordinance and any amendments thereto.

B. *Effect of Permit.* No person shall have any entitlement or vested right to receive a permit under this Ordinance. The permit requirements in this Ordinance shall be in addition to, and not in lieu of, licensing or permitting requirements imposed by any federal, state, or other local law. The City's permit issued under this Ordinance does not provide any exception, defense, or immunity to any person in regard to potential criminal liability the person may have for the production, distribution, or possession of marijuana or cannabis, or any derivatives thereof, or of instruments, equipment, property, or paraphernalia related thereto. All permit holders (permittees) shall be held jointly and severally responsible to comply with all permit conditions, and shall be held jointly and severally liable for any violations of the permit, regardless of which owners or persons sign the permit application or documents related thereto, including the permit.

C. *Other Permits and Licenses Required.* In addition to a permit as required under this Ordinance, it is unlawful to establish or otherwise engage in medical cannabis commercial activity or operate a medical cannabis establishment without a current and valid privilege license issued under the City's Code of Municipal Ordinances and any other license or permit required under any other Ordinance in the City's Code of Municipal Ordinances, which may be amended from time to time. Any violation of the terms or conditions of any other required City permit or license shall be deemed a violation of this Ordinance.

D. *Permit Requirements.* In addition to State permitting or licensing requirements and the requirements of this Ordinance, certain medical cannabis establishments shall be subject to the permit requirements set out elsewhere in this Ordinance and more in particular to the type of their associated use or set out elsewhere in the City's Code of Ordinances or adopted codes and regulations. Permits issued to medical cannabis establishments are also subject to the following:

(1) *Zoning.* All medical cannabis establishments must be in compliance with the City's Zoning Ordinance and have paid all applicable fees and taxes. State law and the City's Zoning Ordinance set out certain distance requirements involving different types of medical cannabis establishments. All permits are subject to complete and proper compliance with all such distance requirements.

(2) *Violations of other Ordinances or Laws.* Any violations of the City's Code of Ordinances or any other State or Federal law must be cured prior to issuance of a permit under this Ordinance.

E. *Duration of Permit; Renewals.*

(1) Permits shall be good for twelve (12) consecutive months following issuance of the permit and shall be subject to permit renewals. Permits shall expire upon termination of the business for which it was issued, or upon sale or transfer of ownership of the business. Any permit that is abandoned for a period of six (6) months shall automatically expire and shall become null and void with no further action required on the part of the City. For purposes of this Section, abandonment shall mean the failure to initiate the activities described in the permit application or cessation of regular and continuous business operations. All permits have a term of twelve (12) consecutive months and must be renewed prior to expiration. If a permit is not renewed in accordance with this Section, it shall end and no longer be valid at the end of its term (the twelve (12) consecutive month period set out in this Section).

(2) *Permit Renewals.* Approval of permit renewals may be issued by the Director following demonstration by the permittee of compliance with all requirements in effect at that time and provided operation is in good standing and compliance with this Ordinance and with all Federal, State, and local laws, requirements, codes, and regulations and if all taxes and any imposed or required fees owed to the Federal, State, and local governments have been paid in full and not outstanding. Permittee must apply for permit renewal no less than thirty (30) days and not more than ninety (90) days prior to the expiration of their existing permit. No property interest, vested right, or entitlement to receive a future permit to operate a medical cannabis establishment shall ever inure to the benefit of such permit holder or permittee as such permits are revocable. Permit renewal requests shall be submitted to the Director on a form adopted by the Director and review of same shall include, but not be limited to, the following:

(a) The use has been conducted in accordance with this Ordinance and any and all applicable permit conditions, Federal, State, and local laws and regulations.

(b) Any and all violations or complaints associated with the medical cannabis establishment and permittee (applicant) have been promptly addressed and cured to the satisfaction of the Director.

(c) The applicable medical cannabis establishment for which the permit was previously approved and issued has not been transferred or sold to another owner, operator, entity, or individual.

(d) There are no outstanding violations of any Federal, State, or City criminal laws or of any laws, rules, codes, or regulations pertaining to the medical cannabis establishment that is the subject of the permit or otherwise involving this medical cannabis establishment or the permittee (applicant).

(e) The business for which the permit was previously issued is current on all City taxes and fees owed in accordance with State, Local, and City laws, codes, and regulations.

F. *Non-Refundable.* Permit fees shall be non-refundable.

G. *Non-Transferable.*

(1) Permits issued pursuant to this Ordinance are not transferable or assignable.

SECTION 4. Applications; Application Requirements; Application Process

A. *Applications, Generally.* Every applicant for a permit under this Ordinance shall complete and submit an application with the Director upon a form provided by the Director and pay a non-refundable permit application fee in an amount established elsewhere in this Ordinance to cover the costs to all City departments of investigating and processing the application and any applicable surcharges, exclusive of filing fees for any appeals, etc.

B. *Application Requirements.* In the permit application form, the applicant for a permit shall minimally set forth and provide, under penalty of perjury, the following:

(1) The physical street address and parcel number assigned by Harrison County for the proposed location of the medical cannabis establishment.

(2) A description of the type of medical cannabis establishment sought to be permitted and general description of the services to be provided.

(3) Site plans for the medical cannabis establishment and all parts thereof.

(4) The name, residential address, telephone number, and email address for: each person applying for the permit; for each person who will be engaged in the management of the medical cannabis establishment; for all officers having any share of ownership of the medical cannabis establishment; for the owner of the real estate (land) on which the establishment will be/is located and, if applicable, the landlord of any lease; and for duly authorized representatives and consultants acting on behalf of the applicant with respect to the filing of the application.

(5) The safety and security plan required elsewhere in this Ordinance.

C. *Application Process.*

(1) The Director of Urban Development (the “Director”), or his or her designee, will review and administratively process applications for permits to determine whether, in the exercise of their reasonable discretion, a permit should be issued for the location, use, and in the manner requested by the applicant in the application. In this process, the burden is on the applicant to demonstrate that the application meets all requirements and all information required in the application process has been provided in conjunction therewith. Except as set forth in this section or if an appeal is taken, this permitting process will be administrative and not require the approval of any City board or City official other than the Director.

(2) Upon receiving a completed permit application and permit application fee, the Director may, in his discretion, refer the application to the City’s Planning Office, the Building Code Services Office, the Fire Department, the Engineering Office, the Police Department, and any other City Department or Office for review. Said departments/offices shall, if necessary, inspect the premises proposed to be operated as a medical establishment facility, and confirm information provided in the application and shall make separate written recommendations to the Director concerning compliances with the codes and regulations that they administer. This permitting and application review process is separate from the permitting and application processes associated with building permits, zoning variances or any other types of permitting, licensing, or permissions required under the City’s Code of Ordinances or codes or regulations adopted by the City.

(3) Within thirty (30) days following receipt of a completed permit application and permit application fee, the Director shall either grant the application and issue the permit or mail a written statement of his reasons for denial thereof to the applicant. In such written notice of denial, the Director shall give a general description of the grounds for the denial.

D. *Factors and Guidelines.* The following non-exhaustive factors, standards, requirements, and guidelines may be evaluated and considered by the Director when determining whether to issue a permit under this Ordinance as well as other design requirements, regulations, and guidelines adopted by the City:

(1) The Director shall give consideration to the capacity, capitalization, complaint history of the applicant and any other factors that in his reasonable discretion he deems necessary in the promotion and preservation of the peace and order and welfare of the public.

(2) A permit issued under this Ordinance may be revoked, suspended, or denied by the Director based upon any of the following grounds:

(a) Making one or more false or misleading statements or material omissions on the permit application or during the application process;

(b) Providing materially false documents as part of the application process or in connection with requirements under this Ordinance after issuance of a permit;

(c) Not fully complying with the provisions of this Ordinance or failure to maintain a license from the appropriate State regulatory agency or authority;

(d) The operation of the medical cannabis establishment as proposed by the applicant, if permitted, would not have complied with all applicable laws, including, but not limited to, the laws, regulations, and codes adopted by the City (e.g., Building Code, Fire Safety Code, etc.), including the provisions of this Ordinance; or

(e) Failure to obtain a certificate of occupancy from the City's Building Official and operate the medical cannabis establishment business within one hundred and twenty (120) days of issuance of the permit.

E. *Incomplete Applications.* An Application shall not be deemed complete until the Applicant has submitted all documents, information and forms specifically enumerated in this Ordinance.

SECTION 5. Posting of Permit

A. A legible copy of the permit must be posted and located at or near the entrance to the main public entrance to each structure that constitutes or is used for the medical cannabis establishment and, if no public entrance, then in a prominent location on the front each such structure that is visible from the public street on which the structure is given a physical street address, with the exact location to be approved by the Director. The permit shall, on request, be shown to the Director or to any public safety or code officer.

SECTION 6. Application Fees

A. *Fees for Permit Application; Renewal Fees.* The applicant for a permit shall pay a fee as part of the application process in the amount of \$250.00. The applicant for a renewal permit shall pay a fee as part of the renewal application process in the amount of \$100.00. These fee amounts are used to offset costs associated with the application processes and administrative inspection/monitoring processes associated with the permits.

SECTION 7. Regulations Pertaining to All Medical Cannabis

Establishments

A. *Health and Safety.* A medical cannabis establishment shall not create a public nuisance or adversely affect the health or safety of the nearby residents or businesses by creating dust, light, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration, unsafe conditions or other impacts, or be hazardous due to the use or shortage of materials, processes, products, runoff, or wastes.

B. *Security.* Unless specifically noted otherwise in this subsection C, the following security measures shall be adhered to by all medical cannabis establishments. Additional security measures may apply to particular types of medical cannabis establishments, as set out elsewhere in this Ordinance.

(1) *Security Cameras; Recordings.* Security cameras shall be required and shall be installed with capability to record activity on the property, including entry points to the property and within all buildings and structures on the property, including all entrances, exits, perimeter windows and all areas where customers and employees may have access, with the exception of any restroom area. The cameras and recording system shall be of adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime anywhere on or adjacent to the facility. Security cameras shall record twenty-four (24) hours a day, seven (7) days a week.

(a) Areas where cannabis is grown, tested, cured, manufactured, or stored shall have camera placement in the room facing the primary entry door at a height which will provide a clear unobstructed view of activity without sight blockage from lighting hoods, fixtures, or other equipment.

(b) Cameras shall also be placed at each location where weighing, packaging, transport preparation, processing, or labeling activities occur.

(c) At least one camera must be dedicated to record the access points to the secured surveillance recording area.

(d) At each entrance and exit to the facility, camera coverage must enable recording of customer facial features with sufficient clarity to determine identity.

(e) Cameras shall further be placed at each point of sale or distribution within the medical cannabis establishment with camera coverage enabled to record customer facial features with sufficient clarity to determine identity.

(2) *Video Recordings.* Surveillance video shall be kept for a minimum of ninety (90) days in a format that can be easily accessed for viewing.

(3) *Lighting and Alarms.* Motion-sensor lighting and alarms shall be required and shall be professionally installed and monitored to ensure the safety of persons and to protect the premises from theft. Alarm and surveillance systems shall be equipped with a failure notification system that provides prompt notification to the operator of any prolonged surveillance interruption and/or failure of the system.

(4) *Surveillance and Security Equipment/Records.* All surveillance equipment, records, and recordings must be stored in a secured area or manner. Operators of medical cannabis establishments must keep a current list of all employees who have access to the surveillance system and/or alarm system.

(5) *Contracts, Leases, and Agreements.*

(a) A permittee shall maintain up-to-date and current records and existing contracts on the premises that describe the location and operation of each security alarm system, a schematic of security zones, the name of the alarm installation company, and the name of any monitoring company. Off-site monitoring and video recording storage of the premises by the licensee or an independent third party is authorized as long as standards exercised at the remote location meet or exceed all standards for on-site monitoring.

(6) *Power Outages.* All security measures installed on site shall have the capability to remain fully operational during a power outage.

(7) *Fire Safety Standards; Fireproof Vault.* Security measures shall be designed to ensure emergency access in compliance with fire safety standards. Each medical cannabis establishments shall have a vault or safe that is incorporated into and securely attached to the building structure for the purpose of securely storing cash and any processed cannabis.

(8) *Doors, windows, and roof hatches.* All medical cannabis establishments shall have locking doors, with commercial-grade nonresidential locks, to prevent free access. Windows and roof hatches of each building shall be secured from the inside with bars so as to prevent unauthorized entry, and shall be equipped with latches that may be released quickly from the inside to allow exit in the event of emergency in compliance with all applicable building code and life safety provisions. Exterior doors shall remain locked from the outside to prevent unauthorized ingress to the premises. Ingress shall be allowed by means of a remote release operated from within the premises. In all cases, doors shall remain openable from the inside to allow egress without the use of a key or special

knowledge. If installed, access-controlled egress door shall comply with the applicable building and life safety codes.

(9) Security measures shall prevent those who are not agents, employees, vendors, or contractors of the medical cannabis establishment from remaining on the premises of the medical cannabis establishment if they are not engaging in activities expressly related to the operations of the business.

(10) *Storage of Cannabis and Cannabis Products.* Except for products on display for sale at medical cannabis dispensaries during hours when the business is open to the public, all cannabis and cannabis products shall be stored in a secured and locked room, safe, or vault. To the fullest extent possible, all cannabis and cannabis products shall be kept in a manner that prevents theft and loss, except for limited amounts used for the purposes of display or immediate sales.

(11) Duress alarm buttons shall be installed in all commercial cannabis facilities with easy access by employees and all employees shall be properly trained in their use.

C. *Inspections.* Medical cannabis establishments and associated or related medical cannabis commercial activity shall be subject to inspections by to determine conformance with the permit requirements and terms. Unless otherwise allowed under the law, such inspections shall be conducted during regular business hours, with at least twelve (12) hours' notice.

D. *Restriction on Alcohol Sales.* No alcoholic beverages may be sold, dispensed, or consumed on or about the premises of any medical cannabis establishment, and no medical cannabis establishment shall hold or maintain a license from the State or its agencies to sell alcoholic beverages of any type or to operate a business that sells alcoholic beverages of any type.

E. *Restriction on Tobacco Sales.* No tobacco products of any type, including, but not limited to, cigarettes, cigars, pipes, and any vaping products or equivalents thereof may be sold or dispensed on or about the premises of any medical cannabis establishment.

F. *Restriction on Use of Cannabis.* No cannabis may be eaten ingested, smoked, consumed or otherwise used in any way or method by any person or individual on the premises of any medical cannabis establishment. For purposes of complying with this requirement, the term "premises" shall include the physical building and leasehold space, as well as any accessory structures, parking areas, sidewalks, driveways or other immediate surroundings.

G. *No Other Use or Operations.* A medical cannabis establishment shall not engage in the sales or operation of any other type of business, commercial activity, or

operations on the premises of the said medical cannabis establishment other than that type of medical cannabis commercial activity which is strictly connected to the specific type of medical cannabis establishment set out in the appropriate license issued by the State and its agency for such establishment.

H. *Odor; Odor Control Devices and Techniques.* No medical cannabis establishment shall emanate any odor of cannabis off the premises of such establishment.

(1) Odor control devices and techniques shall be incorporated in all medical cannabis establishments to ensure that odors from cannabis are not detectable off site.

(2) *Medical cannabis dispensaries.* Medical cannabis dispensaries shall provide a sufficient odor-absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by the visiting public, or within any other unit located inside the same building as the medical cannabis dispensary. As such, medical cannabis dispensaries shall at a minimum install and maintain the following equipment or any other equipment which the Director determines has the same or better effectiveness:

(a) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or

(b) An air system that creates negative air pressure between the medical cannabis dispensary's interior and exterior so that the odors generated inside the business are not detectable on the outside of the business.

I. *No Signage or Symbols.*

(1) No exterior signage or symbols shall be displayed which advertise the availability of cannabis using drug-related symbols which are attractive to minors or which are carried out in a manner intended to encourage persons under twenty-one (21) years of age to consume cannabis or cannabis products, nor shall such signage or symbols be displayed on the interior of the facility in such a way or manner as to be visible from the exterior.

(2) No medical cannabis establishment shall engage in any advertisement that contains any statement or illustration that:

(a) depicts the actual consumption or use of cannabis or cannabis products;

- (b) promotes the consumption of cannabis or cannabis products;
- (c) makes any health, medicinal, or therapeutic claims about cannabis or cannabis products;
- (d) makes safety claims of any type;
- (e) includes the image of a cannabis leaf or bud; or
- (f) includes any image designed or likely to appeal to minors, including, but not limited to, cartoons, toys, animals, animated figures, images, or persons, or children (persons under the age of twenty-one (21)) or any other likeness, images, characters, or phrases that are designed or likely to appeal in any manner to children and/or youth.

J. *Required Signage.* The following signs, each in measurements of not less than eight by ten inches (8" x 10") shall each be clearly and legibly posted in a conspicuous location inside the medical cannabis establishment where they will be visible to customers in the normal course of a transaction, stating:

- (1) "Use or consumption of medical cannabis on this premises is prohibited."
- (2) "All visitors to this premises must be at least twenty-one (21) years of age and able to show a State issued registry identification card in accordance with the Mississippi Medical Cannabis Act."
- (3) "The sale or distribution of marijuana or cannabis for non-medical purposes authorized by the Mississippi Medical Cannabis Act is illegal."

K. *Hours of Operation.*

(1) *Medical Cannabis Dispensaries.* All sales of distribution of medical cannabis and any other products sold to the public at or through a medical cannabis dispensary may only take place between the hours of 8:00 a.m. and 6:00 p.m. on Mondays through Saturdays. Medical cannabis dispensaries shall be secured and closed to the public after the hours listed in this subsection and no persons not employed by the medical cannabis dispensary may be present in such a facility at any time it is closed to the public.

(2) *All Medical Cannabis Establishments Other than Medical Cannabis Dispensaries.* All medical cannabis establishments, other than medical cannabis dispensaries, shall be closed to the public between the hours of 10:00 p.m. and 8:00 p.m. No persons not employed by the medical cannabis establishment shall be on the premises at any time when the medical cannabis establishment is closed to the public.

L. *No Display or Distribution of Plants or Products.* A medical cannabis establishment shall not permit the public display of a live marijuana or cannabis plant on

its premises. Except as strictly permitted by State law, no medical cannabis establishment shall distribute or provide live marijuana or cannabis plants to any person or entity. Cannabis and cannabis products shall not be displayed in windows or be susceptible to public view on the exterior of a medical cannabis establishment.

M. *Queuing of Vehicles; Adequate Indoor Space.*

(1) No medical cannabis establishment shall provide or allow outdoor seating areas, queues, or customer waiting areas. All aspects of medical cannabis commercial activities shall be conducted within buildings. Any aspect of sales, including, but not limited to, sales from mobile units, are specifically prohibited. Medical cannabis establishments shall not permit any invitee to stand, sit (including in a parked vehicle), gather, or loiter outside of the building where the medical cannabis establishment operates, including in any parking area, sidewalk adjacent, right of way, or neighboring property for any period of time longer than that reasonably required to arrive and depart. The medical cannabis establishment shall post a conspicuous sign stating that no loitering is allowed on the property.

N. *No drive through service; no deliveries.* No medical cannabis establishment shall have a drive through or drive in service aisle.

(1) Drive through or walk up window services or business in conjunction with medical cannabis dispensaries are prohibited.

(2) All aspects of sales, commercial activity, and business of medical cannabis dispensaries with customers permitted under the Mississippi Medical Cannabis Act, *e.g.*, card holders, shall occur completely within the indoor confines of the establishment's designated building, to include, but not be limited to, all product viewing, dispensing, payment for and receipt of products, and receipt of products, and delivery of medical cannabis or related products to customers outside of such building is prohibited.

O. *No Practitioner on Premises.* No medical cannabis establishment shall have a practitioner, as such term is defined and understood in the Mississippi Medical Cannabis Act, on its premises to evaluate, assess, or examine patients for medical cannabis use or associated with diagnosis for medical cannabis use or any type of certification of such diagnosis. For purposes of complying with this requirement, the term "premises" shall include any part of the physical building or structure and leasehold space utilized by the medical cannabis establishment, as well as any accessory structures, parking areas, sidewalks, or driveways connected to or within five (500) feet of such establishment.

P. *Liability and Indemnification.* To the maximum extent permitted by law, the permittee under this Ordinance shall defend (with counsel acceptable to the City), indemnify and hold harmless the City and its respective officials, officers, employees, representatives, agents and volunteers (hereafter collectively referred to herein as "City")

from any and all liability, damages, actions, claims, demands, litigation, loss (direct or indirect), causes of action, proceedings, and judgments (including legal costs, attorneys' fees, expert witness or consultant fees, city attorney or staff time, expenses or costs) (collectively referred to herein as "action") against or involving the City to attack, set aside, void or annul or otherwise object to any medical cannabis related approvals and actions, and/or strictly comply with the terms and/or conditions under which such permit is granted, if any, as well as arising out of or relating to issuance of the permit and actions or events arising therefrom or associated therewith. The City may elect, in its sole discretion, to participate in the defense of said action and the permittee shall reimburse the City for its reasonable legal costs and attorneys' fees. The permittee (applicant) shall agree to the above obligations in writing as a condition to proper issuance of the permit.

Q. *Buildings; Structures; Architecture.* In addition to complying with the City's Code of Ordinances pertaining to architectural standards (*e.g.*, Article IV(E) in Appendix A to the City's Zoning Ordinance (supplementary design standards), and those pertaining to standards associated with signs (*e.g.*, §§ 9-76, *et seq.*), all buildings and structures in which a medical cannabis establishment is located, or any part thereof, must comply with the following:

- (1) Not utilize any colored paint for the exterior of the building that is obnoxious or otherwise not consistent with colors of the surrounding areas.
- (2) There should be a visual distinction between the base (ground-door façades), middle (upper-level doors) and top of buildings. This can be accomplished by using different materials and/or colors for storefronts and upper stories.
- (3) Predominant exterior building material surfaces should be high quality materials, including, but not limited to, architectural block, brick, concrete with an architectural furnish, stucco, glass, wood, sandstone, or other native stone and tinted/textured concrete masonry units. Exterior building materials should not include unfinished or unpainted concrete panels, metal panels or smooth face concrete block.
- (4) Storefront primary cladding materials should be brick, stone, or carved wood panels. Wood, when used, should be painted or stained. Doors should match storefront window frames, and should be made of crafted wood, stainless steel, bronze, or other ornamental metals.
- (5) Façade colors should be neutral or muted colors. The use of bright "primary" colors is prohibited. Accent colors may be brighter and more intense but should harmonize with the dominant building color.

SECTION 8. Regulations Pertaining to Cannabis Cultivation Facilities

A. *Applicability.* This section shall apply to all cannabis cultivation facilities.

B. *Security.* In addition to the security requirements set out hereinabove, the following security standards apply to medical cannabis cultivation facilities:

(1) Security cameras shall be installed with the capability to record activity beneath the canopy but shall not be visible from surrounding parcels.

(2) Security measures shall be designed to ensure emergency access in compliance with fire safety standards. All structures used for cultivation or storage of cannabis shall have locking doors, using commercial-grade locks, to prevent free access.

C. *Operating Standards.* In addition to standards contained set out hereinabove, the following standards shall apply to all medical cannabis cultivation facilities:

(1) *Air Quality and Odor.* All medical cannabis cultivation facility operations and any drying, aging, trimming and packing facilities shall be equipped with odor control filtration and ventilation system(s) to control odors, humidity, and mold. Such a facility may not create odors amounting to a nuisance.

D. *Storage of Materials, Products, and Equipment.* All storage of materials, products, and equipment associated with the operations of a cannabis cultivation facility shall be within a fully secured area inside the building structure.

SECTION 9. Reserved

SECTION 10. Administrative Enforcement Remedies

A. *Generally.* When the Director finds that a permittee has violated or continues to violate any provision in this Ordinance, the permit, or applicable State or City laws, codes, or regulations, the Director may suspend or revoke the permit.

B. *Permit Revocation.* In addition to other grounds set out elsewhere in this Ordinance, the Director may revoke a permit for any good cause, including, but not limited to, the following reasons:

1. Failure to notify the City of changes to the permit prior to the change;
2. Misrepresentation or failure to fully disclose all relevant facts in the application;
3. Falsification of self-monitoring reports;
4. Refusing to allow the City timely access to the facility premises and records;

5. Failure to pay fees, charges or fines;
6. Failure to meet compliance schedules;
7. Violation of any Permit condition, term, or any terms this Ordinance or any other applicable state or local law; or
8. The revocation or suspension of a license that permits or permitted the permittee to engage in its medical cannabis establishment operations or the failure to maintain such license, including, but not limited to, that license or licenses required to be issued by the State or its regulatory agencies.

C. *Immediate Suspension.* The Director may immediately, without prior notice or hearing, suspend a permit after informal notice to the permittee whenever such suspension is necessary to stop an actual or threatened activity which reasonably appears to violate any applicable City law, regulation, code, or order. Any permittee notified of a suspension of its permit shall immediately stop all medical cannabis commercial activity and operations of its medical cannabis establishment.

D. *Reconsideration.* Any permittee affected by any administrative enforcement action made by the Director, may file with the Director a written request for reconsideration within ten (10) days of such decision, action, or determination, setting forth in detail the facts supporting the permittee's request for reconsideration. The Director shall schedule a meeting with the permittee to consider the reconsideration request, and shall make a final determination within fifteen (15) days after the meeting, which final determination shall be set out in writing and mailed to the permittee. The Director's decision, action, or determination shall remain in effect during such period of reconsideration.

E. *City Council Appeal.* The Director's reconsideration determination may be appealed by the affected permittee to the City Council by submitting a written request for appeal to the Council Clerk for the City Council no later than ten (10) days after notification of the Director's reconsideration decision. The written appeal shall be heard by the City Council within sixty (60) days from the date of filing. The Director's decision, action, or determination shall remain in effect during such period of appeal.

F. *Automatic Permit Termination.* In addition to what is set out elsewhere in this Ordinance, a permit shall be voidable, at election of the Director, upon non-use, upon cessation of the permitted medical cannabis establishment operations or its medical cannabis commercial activity, or upon such other cause as set forth in regulations adopted by the City.

SECTION 11. Judicial Remedies

A. *Injunctive Relief; Penalties.* When the Director finds that a medical cannabis establishment has violated any permit condition, the provisions of this Ordinance, or any other applicable City or State law, the City through its City Attorney may petition the appropriate Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate in restraining the continuance of the activity. The City may also seek such other action as is appropriate for legal and/or equitable relief. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a permittee or anyone engaged in operations or activities of the medical cannabis establishment.

B. *Criminal Prosecution.* Any violation of this Ordinance may be prosecuted by the City Attorney / Prosecutor and charged in the discretion of the same as either a misdemeanor or an infraction.

C. *Remedies Nonexclusive.* The remedies in this Chapter are not exclusive. The City may take any, all, or any combination of these actions against a noncompliant permittee.

SECTION 12. Violations and Penalties

A. Any person or entity violating any of the provisions of this Ordinance shall be guilty of a misdemeanor. Each person shall be deemed guilty of a separate offense for each day or portion thereof during which that person knowingly commits any violation of any of the provisions of this Ordinance. Upon conviction of any such violation, said violator(s) shall be punished by a fine of not more than one thousand dollars (\$1,000.00) for each such violation.

B. No person or entity who has violated any provision of this Ordinance shall be issued another permit hereunder, nor shall any contractor or agent apply for or be issued such a permit on such person's behalf, until the outstanding violation is corrected or a plan for correction is approved by the Director, which approval shall not be unreasonably withheld. The foregoing requirement or penalty is in addition to any penalty or remedy for violation that may be imposed or sought by the City at law or equity.

SECTION 13. Other Ordinances; Severability; Miscellaneous Provisions

A. All provisions of the ordinances of the City of Gulfport in direct conflict with the provisions of this Ordinance are subordinated to this Ordinance and all other provisions of the ordinances of the City of Gulfport not in conflict with the provisions of this Ordinance shall remain in full force and effect.

B. If any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance or the application thereof to any person or circumstances be adjudged or held to be unconstitutional, illegal, invalid, or unenforceable by a court of competent jurisdiction, such finding or such invalidity shall not serve as an invalidation or affect the

validity or enforceability of any other section or provision of this Ordinance and to this end, the provisions of this Ordinance are declared to be severable. Such an invalid sentence, paragraph, subdivision, clause, phrase, or section shall also not affect the validity of the Code of Ordinances as a whole.

C. No term, condition, provision, regulation or requirement set forth in this Ordinance shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, exemptions from liability, and other provisions of Mississippi's Tort Claims Act, Miss. Code Ann. § 11-46-1 *et seq.* (Rev. 2019), or under any other applicable law.

D. Applications issued under this Ordinance are issued subject to the understanding that this Ordinance is adopted in reliance upon the State legalizing medical cannabis commercial activity, such as under the "Mississippi Medical Cannabis Act" adopted and made effective on February 3, 2022. This Ordinance and all permits issued thereunder shall become void and of no effect if the State rescinds the "Mississippi Medical Cannabis Act" or otherwise reverts to make medical cannabis commercial activity unlawful or illegal.

E. Applications under this Ordinance are further issued subject to a license being issued to the medical cannabis establishment by the State or its applicable agency or authority.

F. This Ordinance shall be liberally construed so as to further its purposes, and this Ordinance shall be interpreted or construed so as not to be in violation of State law, where such violation is prohibited and not permitted thereby.

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

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance provides for regulations associated with medical cannabis establishments, to include a permitting process involving these types of businesses. A copy of the full text of this Ordinance is available to

municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

APPROVED:

MAYOR



City of Gulfport, Mississippi
Job Description

Accounts Payable Specialist (ACPC)

Department: 145B – General
Administration

EEO Category: Office & Clerical
Date Revised: 04/29/2022

FLSA Status: Non-Exempt
Date Approved:
05/17/2022

Position Overview

The Accounts Payable Specialist processes, records, and files payment of invoices, statements and expense reports. The Specialist also processes records and balance daily receipts for multiple departments.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- Greets customers via telephone or in person, and assist them with their request(s).
- Receives, reviews and reconciles invoices with purchase order and other relevant documentation to ensure accurate and timely payments to vendors
- Corresponds with vendors and responds to inquiries.
- Inputs payables and receivables information into the computer system.
- Processes printing and distribution of Accounts Payable checks.
- Create and submit electronic payments file for semi-monthly docket check runs.
- Create and submit Positive Pay file to City's financial institution.
- Perform electronic scanning, indexing, and record keeping.
- Research issues associated with payment inquiries.
- Prepare forms 1099 for vendors in absence of Accounts Payable Supervisor.
- Balance and deposit daily receipts received from third parties in Finance; submits daily reports to accounting supervisor.
- Enter deposits for Police Department and Harbor Clearing.
- Process upload of revenue/receipts data from Municipal Court's Encode data file.
- Process weekly Water & Sewer refunds.

- Serve on Water & Sewer grievance committee – meeting on second Thursday of each month.
- Complete credit requests for new vendors.
- Retrieve bank bags from Water & Sewer, Municipal Court and Police Department in the absence of the Community Services Officer.
- Encourage acceptance of electronic payments by vendors by contacting vendors and providing documents necessary to implement electronic payment process.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Considerable knowledge of principles and methods of computerized and manual financial record keeping is required; knowledge of fund accounting preferred.
- Demonstrated ability to coordinate varied tasks, meet deadlines, and successfully completes projects.
- Ability to perform basic mathematical computations.
- Ability to organize work, set priorities and meet critical deadlines with little supervision.
- Ability to work independently, with minimum supervision and apply initiative and judgement in resolving problems.
- Ability to communicate effectively, both orally and in writing.
- Ability to work under pressure relationships with various departments, employees and the general public.
- Ability to maintain harmonious and effective working relationships with other employees, supervisor and other departments.

Education and Experience

High school graduate. Must have at least 2-3 years of previous Accounts Payable/Receivable experience, with proficiency in computer software programs. Good working knowledge of Excel.

Licenses or Certificates

Must possess a Mississippi driver's license.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential

functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are primarily inside an office environment.

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR ONE (1) “ACCOUNTS PAYABLE SPECIALIST” POSITION (GRADE 107) IN THE DEPARTMENT OF FINANCE AND ACCOUNTING IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

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

WHEREAS, the position of “Clerk III” within the City of Gulfport’s Department of Finance and Accounting, whose salary was previously set in Grade 105 in the City’s existing “Salary Grade Schedule,” is presently funded but vacant, and there is a need to change this position and to identify the same as the “Accounts Payable Specialist” position in this same Department and to change the Grade for this position’s salary to make it more consistent with the needs of the Department of Finance and Accounting; and

WHEREAS, the salary of compensation for employees holding this one (1) position of “Accounts Payable Specialist” within the City’s Department of Finance and Accounting should fall within the range set for Grade 107 (\$28,366.74 - \$42,234.22) in the City’s presently existing “Salary Grade Schedule,” which schedule of salaries of compensation was previously approved by the City’s Governing Authority on October 6, 2020; and

WHEREAS, the salary of compensation as set out herein is in accord with the City's new (and now existing) "Salary Grade Schedule," and the one (1) "Accounts Payable Specialist" position should be added to this "Schedule," and the "Clerk III" position removed therefrom.

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

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

SECTION 2. That the aforementioned "Accounts Payable Specialist" position within the Department of Finance and Accounting is hereby added to and funded as the only such position in "Grade 107" in the current "Salary Grade Schedule" for salaries of compensation previously approved by the City's Governing Authority on October 6, 2020, and the "Clerk III" position is hereby removed from the "Salary Grade Schedule."

SECTION 3. That the salary of compensation for the employees holding this one (1) position of "Accounts Payable Specialist" shall be within the ranges and presently set at the amounts provided herein and in the preamble.

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

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

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

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation for one (1) ‘Accounts Payable Specialist’ position in Grade 107 within the City’s Department of Finance and Accounting and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR



**City of Gulfport
Job Description**

**Administrative Assistant II
(ADM2)**

Department: Finance
EEO Class: Office & Clerical
Grade: 106
Date Approved:

FLSA Status: Non-Exempt

Date Revised: 5/20/2022

Position Overview

The Administrative Assistant II provides general clerical support to the department such as drafting correspondence, scheduling appointments, organizing and maintaining files, and addressing and assisting with the needs of visitors and callers. Work is performed under the general supervision of the Director of Finance and Accounting.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Assists with asset and inventory tracking for the Department.
- Prepares reports, memos, letters and other documents, using word processing, spreadsheet, database, or presentation software.
- Reads and analyzes incoming memos, submissions, and reports to determine their significance and plan their distribution.
- Operates office equipment such as fax machines, copiers, and phone systems, and computers.
- Answers telephones and gives information to callers, takes messages, or transfers calls to appropriate individuals.
- Greets visitors and callers, handles their inquiries, and directs them to the appropriate persons according to their needs.
- Organizes and maintains paper and electronic filing systems for records, correspondence, and other material.
- Locates and attaches appropriate files to incoming correspondence requiring replies.
- Opens, reads, routes, and distributes incoming mail and other material, and prepares answers to routine letters.
- Completes forms in accordance with company procedures.
- Makes copies of correspondence and other printed material.
- Reviews work done by others to check for correct spelling and grammar, ensure that company format policies are followed, and recommend revisions.
- Composes, types, and distributes meeting notes, routing correspondence, and reports.
- Performs other duties as assigned.



City of Gulfport Job Description

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, and other office procedures and terminology. Must be familiar with designing forms and flyers as required by the Department.
- Knowledge of principles and processes for providing customer and personal services including customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- Knowledge of electronic equipment and computer hardware and software, including proficiency with Microsoft Word, Power Point, and Excel and knowledge of other software as needed by the Department.
- Must be able to demonstrate a typing skill of type 45 words per minute.

Education and Experience

High school diploma or equivalent. Graduate from an accredited two to four year university with coursework in clerical or business is preferred. 2-4 years prior clerical experience. An appropriate combination of coursework and experience may be substituted for experience.

Required Licenses or Certificates

Must possess a valid driver's license.

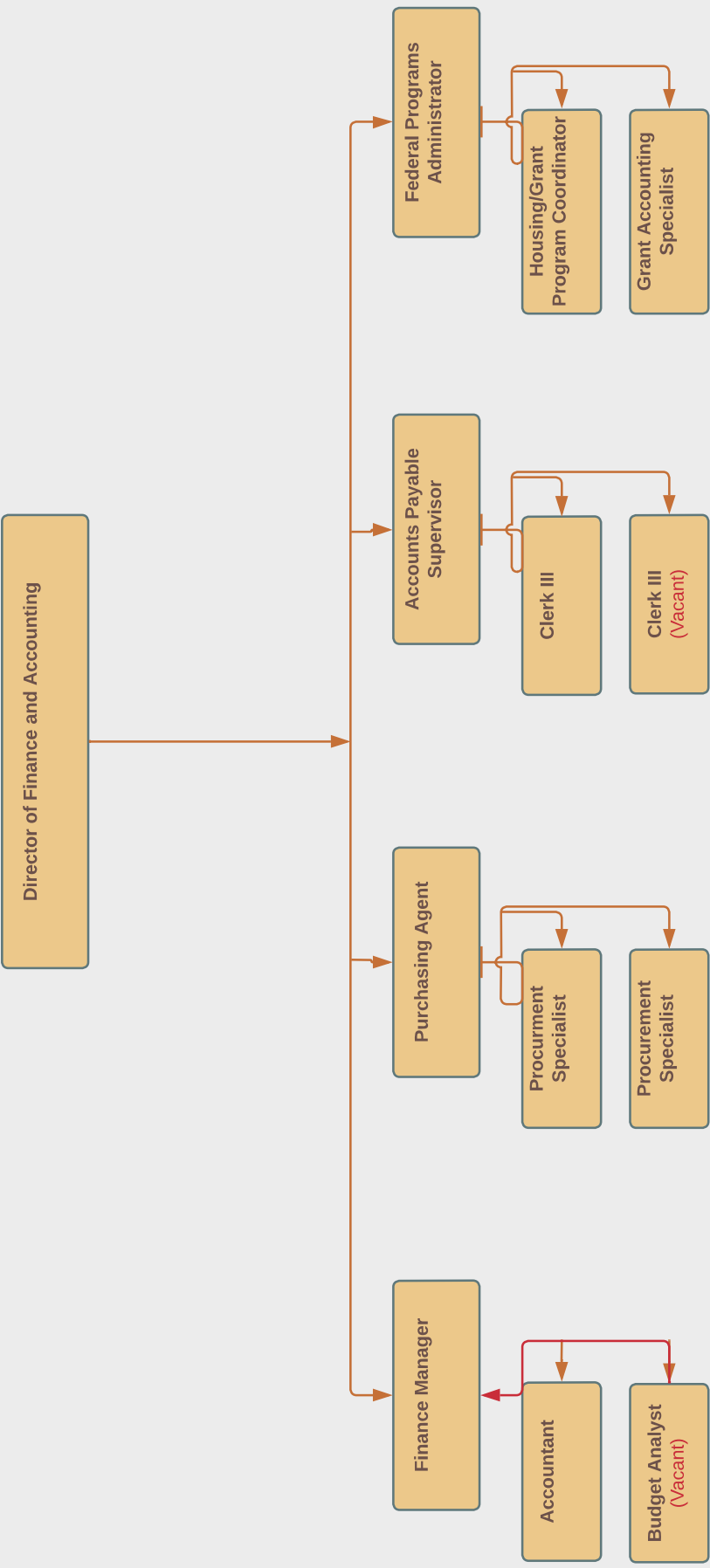
Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.

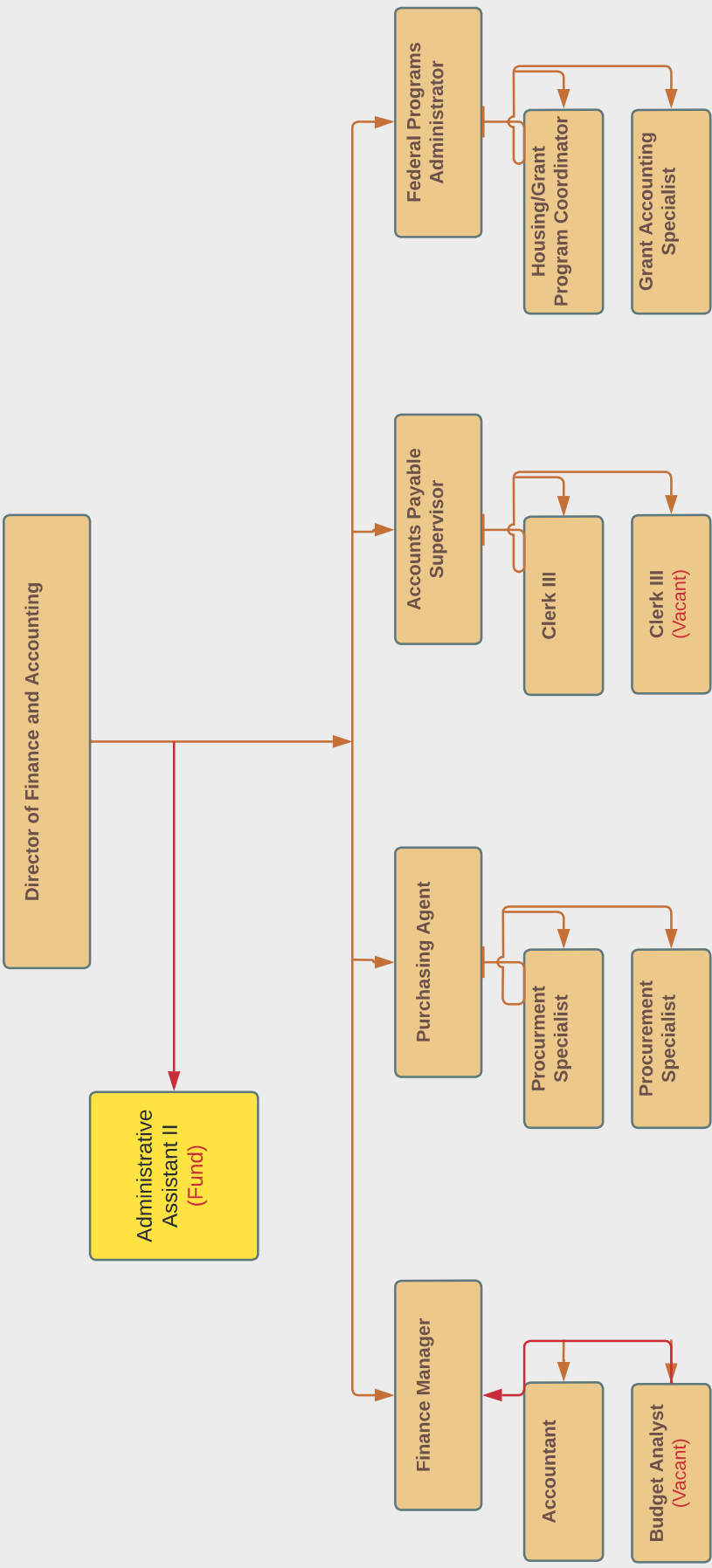


Proposed : 01/ 31 /2021





Proposed : 05/26/2022





DEPARTMENT OF
FINANCE AND
ACCOUNTING

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

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

MEMORANDUM

TO: Mayor Billy Hewes
Leonard Papania, CAO

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

DATE: April 25, 2022

RE: Administrative Assistant II position

The Finance Department requests approval to hire a full-time Administrative Assistant II at grade 106. To fund this position, the department will be defunding and eliminating the Property Manager position that is currently vacant and funded at grade 112.

Rationale for This Addition:

In order to improve efficiency and make the best use of staff time, we have determined that somebody to handle administrative tasks is needed within the department. Currently, everybody does their own administrative tasks. In my opinion, this is a waste of money for the work efforts being performed. An administrative assistant for the department at pay grade 106 could handle these tasks instead of the:

- Director of Finance and Accounting at grade 212
- Finance Manager at grade 208
- Federal Programs Administrator at grade 208
- Purchasing Agent at grade 205
- Accounts Payable Supervisor at grade 205

This person would perform tasks for the entire department such as answering phones, sorting mail, mailing letters, managing calendars, managing submittals from other departments, managing submittals from the vendors, preparing memos, maintaining Civic Clerk for the department, etc. As a department, we would have no problem ensuring this individual performed 40 hours of work effort each week.

Thank you for your time and consideration.



PERSONNEL REQUISITION FORM
(Complete in entirety)

DATE: 5/20/2022

REQUESTED BY: Todd Harman

DEPARTMENT Finance

Position Information:

JOB TITLE: Administrative Assistant II Pay Grade: 106 Step Chart Min: 26,510 Step Chart Max: 39,470

1. Is this a Police / Fire position? Yes ☒ No (If Yes, move to question 5)
2. Is this a backfill to an already existing position? Yes ☒ No
(If Yes, answer question 3, if no move to question 4)
3. Does this grade fall into the \$40,000.00 Rule? Yes ☒ No
(If Yes, answer the below statement, if no move to question 5)
4. Has the director / manager sent the PAN associated with this position through appropriate channels in accordance with Administrative Directive 2022-00001? Yes ☒ No
5. Date position last filled? _____ Employee who last filled position: New Position

JOB POSTING:

Post this position at Salary/Step Range: Step 0 : \$ 26,510 through Step 40 : \$ 39,470
or Post position at Step _____ : \$ _____ (NO RANGE)

Is current job description accurate? Yes _____ No ☒ (if no, email updated job description to HR)

Status and Schedule for new employee:

FT	☒	REG	☒	EXEMPT	☐	M-F	☒	Days	☒	12-hour Shifts	☐
PT	☐	TEMP	☐	NON-Exempt	☒	Weekends	☐	Evenings	☐	Rotating Shifts	☐
						Holidays	☐	Nights	☐	On-Call	☐

What skills, certifications, abilities will this candidate need? (attach separate page if needed)

See attached job description

Who will interview candidates: (Please have a minimum of two people on each interview board)

Todd Harman, Amber Hinton, Jessica Versiga, Ebony Urbano

For HR Use Only:

Has position been defunded? _____ (Council Meeting Date: _____)
Position been re-funded? _____ (Council Meeting Date: _____) Ordinance Number: _____
Position Number: _____ Date posted: _____ Date Filled: _____
Applicant Selected: _____ Hire Date: _____

A POSISTION WILL NOT BE POSTED FOR FILL, UNTIL A SIGNED ORDINANCE IS SENT TO THE HR DEPARTMENT



**City of Gulfport
Job Description**

**Administrative Assistant II
(ADM2)**

Department: Finance
EEO Class: Office & Clerical
Grade: 106
Date Approved:

FLSA Status: Non-Exempt

Date Revised: 5/20/2022

Position Overview

The Administrative Assistant II provides general clerical support to the department such as drafting correspondence, scheduling appointments, organizing and maintaining files, and addressing and assisting with the needs of visitors and callers. Work is performed under the general supervision of the Director of Finance and Accounting.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Assists with asset and inventory tracking for the Department.
- Prepares reports, memos, letters and other documents, using word processing, spreadsheet, database, or presentation software.
- Reads and analyzes incoming memos, submissions, and reports to determine their significance and plan their distribution.
- Operates office equipment such as fax machines, copiers, and phone systems, and computers.
- Answers telephones and gives information to callers, takes messages, or transfers calls to appropriate individuals.
- Greets visitors and callers, handles their inquiries, and directs them to the appropriate persons according to their needs.
- Organizes and maintains paper and electronic filing systems for records, correspondence, and other material.
- Locates and attaches appropriate files to incoming correspondence requiring replies.
- Opens, reads, routes, and distributes incoming mail and other material, and prepares answers to routine letters.
- Completes forms in accordance with company procedures.
- Makes copies of correspondence and other printed material.
- Reviews work done by others to check for correct spelling and grammar, ensure that company format policies are followed, and recommend revisions.
- Composes, types, and distributes meeting notes, routing correspondence, and reports.
- Performs other duties as assigned.



City of Gulfport Job Description

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, and other office procedures and terminology. Must be familiar with designing forms and flyers as required by the Department.
- Knowledge of principles and processes for providing customer and personal services including customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- Knowledge of electronic equipment and computer hardware and software, including proficiency with Microsoft Word, Power Point, and Excel and knowledge of other software as needed by the Department.
- Must be able to demonstrate a typing skill of type 45 words per minute.

Education and Experience

High school diploma or equivalent. Graduate from an accredited two to four year university with coursework in clerical or business is preferred. 2-4 years prior clerical experience. An appropriate combination of coursework and experience may be substituted for experience.

Required Licenses or Certificates

Must possess a valid driver's license.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5833

Human Resources
1410 - 24th Avenue
Gulfport, MS 39501

MEMO TO: Todd Harman, Finance Director
Jeff Bruni, City Attorney

FROM: Samantha Sherrill, Human Resources Manager

RE: Administrative Assistant II / Grade 106 / Finance Department

DATE: May 26, 2022

The Finance Director is requesting to add an Administrative Assistant II position to the Finance Department at grade 106. To fund this position, the department will be defunding and eliminating the Property Manager position that is currently funded at grade 112.

Furthermore, the Director of Finance with the approval of the Chief Administrative Officer is requesting to add and fund the Administrative Assistant position to Grade 106. The position will be posted with a salary range of \$26,510 to \$39,470 (step 0-40). Please provide a budget amendment to fund the position of Administrative Assistant II to \$39,470 via council agenda (June 7th, 2022) and a copy of budget amendment request to Human Resources.

Requesting to fund:

Grade Information:

Grade 106

Minimum Step: \$26,510.43

Maximum Step: \$39,470.41

Funding Max Amount: \$39,470.41 Step 40

Previously Held Position:

Grade Information:

Grade 112 (Property Manager)

Previously vacated at step 6

\$42,602.56

Once the budget amendment request is added to the June 7th, 2022 council agenda and a copy is received by the Human Resources Department, we will request an ordinance request through the legal department.

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR ONE (1) NEW “ADMINISTRATIVE ASSISTANT II” POSITION (GRADE 106) IN THE DEPARTMENT OF FINANCE AND ACCOUNTING IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

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

WHEREAS, the position of “Property Manager” within the City of Gulfport’s Department of Finance and Accounting is being de-funded and which position was previously set in Grade 112 in the City’s current existing Salary Grade Schedule; and

WHEREAS, there is a need to create and fund one (1) “Administrative Assistant II” position in the City’s Department of Finance and Accounting and the salaries of compensation for the employees holding this position of “Administrative Assistant II” (one (1) position) within the City’s Department of Finance and Accounting should fall within the range set for Grade 106 (\$26,510.43 - \$39,470.41) in the City’s presently existing Salary Grade Schedule; and

WHEREAS, the salary of compensation as set out herein is in accord with the new grade schedule of the City of Gulfport, as approved by the Gulfport City Council on October 6, 2020, and the one (1) new additional “Administrative Assistant II” position is hereby being added to

this “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) new “Administrative Assistant II” position within the City’s Department of Finance and Accounting is hereby added to and funded in “Grade 106” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”).

SECTION 3. That the salary of compensation for the employees holding this one (1) position (the one (1) new “Administrative Assistant II” position to be within the City’s Department of Finance and Accounting) shall be within the range and presently set at the amounts provided herein and in the preamble.

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

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

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

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation for one (1) new ‘Administrative Assistant II’ position within the City of Gulfport’s Department of Finance and Accounting in Grade 106 in the City’s ‘Salary Grade Schedule’ and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) at City Hall; and (b) at the County Courthouse in Gulfport. The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

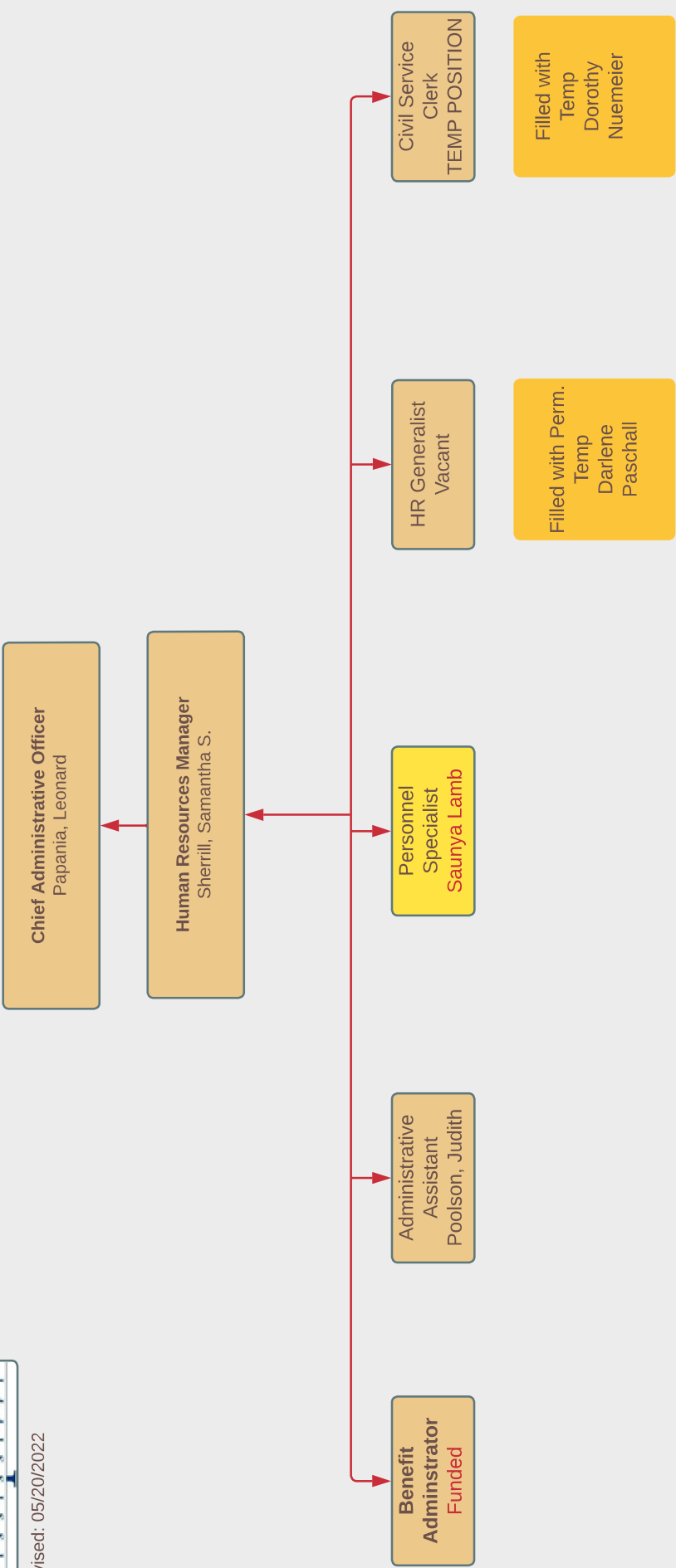
CLERK OF THE COUNCIL

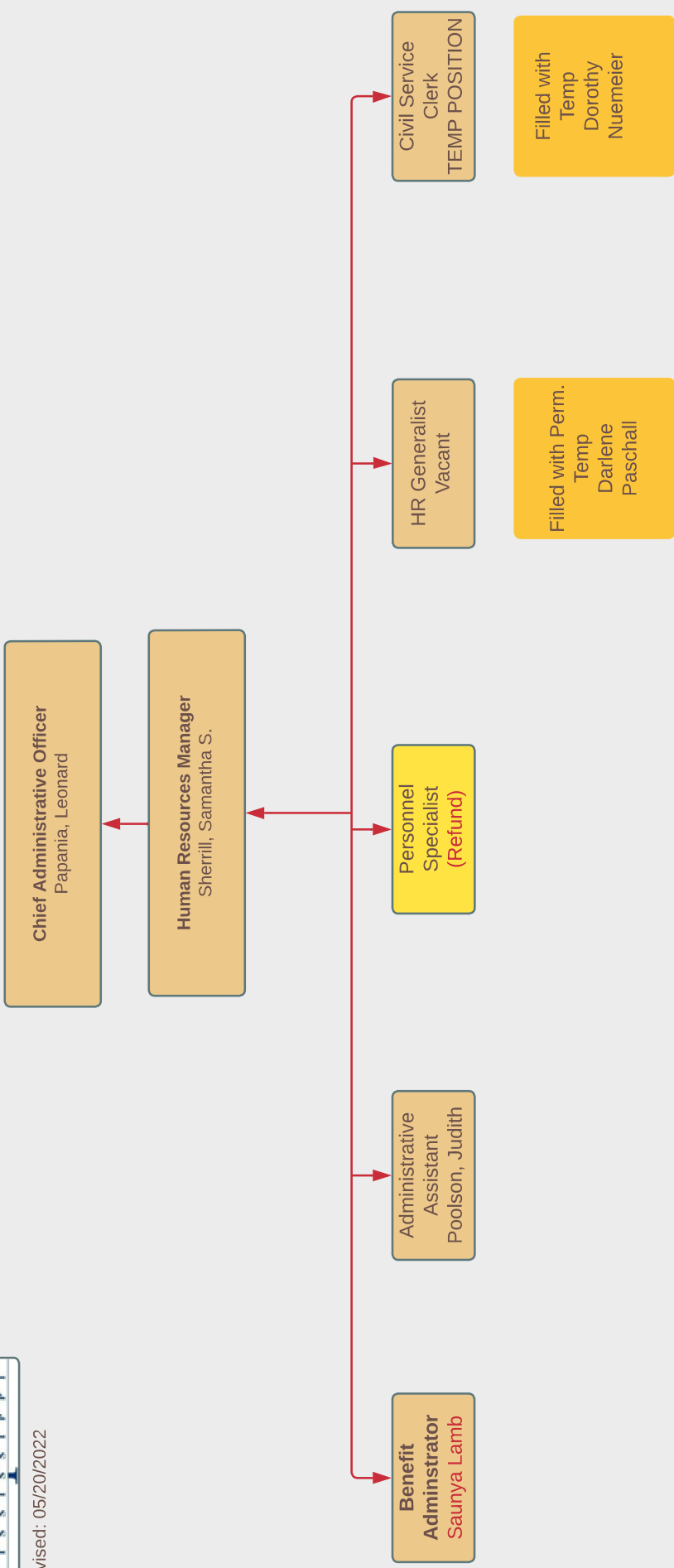
PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2022.

APPROVED:

MAYOR







City of Gulfport, Mississippi
Job Description

Personnel Specialist **(PSP)**

Department: 145R – General Administration
EEO Category: Office & Clerical
Date Revised: 5/20/2022

FLSA Status: Non-Exempt
Date Approved: 2 3 2012

Position Overview

Under limited supervision, the Personnel Specialist is responsible for the upkeep of the HRIS system and coordinates and executes all processes from new hire to termination. Incumbent is responsible for the processing of all new hires, transfers, personal changes, position/salary changes, and terminations while maintaining all employment and termination files. Generates various reports monthly and other required ad-hoc reports to senior management and department managers/supervisors. Responsibilities include execution of accurate and timely filing of paperwork and I-9 information. Compiles various salary surveys to other municipalities, State Personnel Board, Department of Labor, and Equal Employment Opportunity Commission. Assist employees with their pre-retirement planning and processing of pre-retirement paperwork.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Maintains departmental Human Resource Information System (HRIS) in regards to data and updates; coordinating information with New Hires, Managing Pay, Salary, Status Changes, Terminations and other data related to HRIS.
- Maintains accurate and up-to-date employment files on every city employee. Ensures that prior to filing, information is correctly entered into HRIS and conveyed to Payroll.
- Responsible for auditing all employee transactions; identifying and correcting any errors made.
- Responsible for maintenance and accuracy of updating salary summary report on a daily basis and managing the salary structure for all City Departments.
- Responsible for updating wage and salary step chart for all positions.
- Responsible for auditing the I-9's and keeping the I-9 filing system up to date.
- Responsible for assisting employee with retirement projections.
- Prepares all monthly reports, including new hire, promotion, vacancy and termination reports.
- Responsible for responding to Mississippi Department of Employment Security Benefit Payment Control audits.
- Responsible for completing various reports and surveys; salary surveys from

other Municipalities, Equal Employment Opportunity Commission EEO-4 reporting, Department of Labor, and MS State Personnel Board.

- Responsible for reporting all new and rehires to the Mississippi State Directory of New Hires.
- Conducts employment and salary verification for all employees.
- Conducts exit interviews.
- Responsible for maintaining signed ordinance binder.
- Responsible for creating or deactivating positions as outlined in approved ordinances.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Knowledge of the fundamentals and principals of Human Resources Procedures.
- Considerable knowledge of office procedures and standard office machines.
- Considerable knowledge of HRIS software programs and various other computer software programs.
- Ability to compile, computer, and analyze pertinent data needed for reports.
- Must have demonstrated ability to take initiative, be detail oriented and self-motivated.
- Ability to manage multiple tasks.
- Comprehensive knowledge of the City's policies, procedures and regulations.
- Ability to deal with the public tactfully and courteously.
- Possess strong customer service skills.
- Ability to maintain harmonious and effective working relationships with other employees, supervisor and other departments.
- Must be able to work independently.
- Maintain highly confidential information.

Education and Experience

One (1) to four (4) years of Human Resources experience is recommended. Some college or university credit in Human Resource courses is desirable but not required. Other combinations of experience and education that meet the minimum qualification may be substituted.

Licenses or Certificates

Must possess a valid Mississippi driver's license.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 10 pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are primarily inside an office environment.

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR AN ADDITIONAL “PERSONNEL SPECIALIST” POSITION (GRADE 107) IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

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

WHEREAS, the salary of compensation for the employees holding the following position shall fall within the range set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: “Personnel Specialist” (one (1) additional position within the Office of Human Resources), which shall fall within the range set for Grade 107 (\$28,366.74 - \$42,234.22) in the City’s presently existing Salary Grade Schedule; and

WHEREAS, there currently exists one funded “Personnel Specialist” position within the Human Resources Office and which position similarly falls within the range set for Grade 107 in the City’s Salary Grade Schedule but the person in such position will be vacating this position effective June 14, 2022, and upon vacation, this currently existing position will be de-funded, and so there is a current and immediate need to fund the additional “Personnel Specialist” position set out in this Ordinance so that this position can be filled as quickly as possible and so that after the de-funding of the current “Personnel Specialist” position in Grade 107 in the City’s

Salary Grade Schedule, the “Personnel Specialist” position being funded in this Ordinance will be the only such position within the City’s Human Resources Office; and

WHEREAS, with the adoption of this Ordinance, there will be two (2) “Personnel Specialist” positions funded within the City’s Human Resources Office and which two (2) positions will exist until the current one is de-funded when vacated effective June 14, 2022; and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) additional “Personnel Specialist” position is hereby being added to the “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) additional “Personnel Specialist” position within the City of Gulfport’s Human Resources Office is hereby added to and funded in “Grade 107” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”).

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

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made

effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

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

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation for one (1) additional ‘Personnel Specialist’ position in Grade 107 within the City’s Human Resources Office and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted,
this the _____ day of _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5833

Human Resources
1410 - 24th Avenue
Gulfport, MS 39501

MEMO TO: Jeff Bruni, City Attorney
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: Sexton / Grade 106 / Leisure Services / Title Change - Grade/Step Chart Revision

DATE: May 2, 2022

On April 1st, 2022 the Assistant Sexton position was vacated. The Department of Leisure Services is requesting a Title Change to this position. The new Job Title for this position will be Sexton. This job title change will revise the Grade/Step Chart to show new job title of Sexton.

Attachments:

- Memo of Recommendation / Leisure Services
- Current Job Description



**DEPARTMENT OF
LEISURE SERVICES**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

To: Leonard Papania, CAO

From: Gus Wesson, Director of Leisure Services

Date: April 19, 2022

Re: Memo of Recommendation

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

The Assistant Sexton position has been recently vacated. I would like to request that this position be refilled and to rename this position to Sexton. In the past there was a supervisor level position but was changed due to existing staffing. The past staff are now gone would need a higher supervisor level. This position change will help benefit the department for efficiency. If approved, please place on the May 3, 2022 Council Agenda.

If you have any questions, please feel free to contact us.

A handwritten signature in black ink, appearing to read "Gus Wesson", written over a horizontal line.

Gus Wesson



City of Gulfport
Job Description

**Sexton
(SEXT)**

Department: 485-Cemetery

FLSA Status: Non-Exempt

EEO Class: Laborers

Grade: 106

Date Approved:

Date Revised: 4.25.2022

Position Overview

The Sexton is responsible for supervising the maintenance and operation of City Cemeteries; in directing a work crew engaged in field operations scope and complexity.

Work involves responsibility for supervising the work of a crew engaged in maintenance operations of a more routine or limited nature. Work is generally characterized by the requirement for the frequent use of light construction equipment and diversity of work situations encountered.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Supervises crew members in performing various maintenance of cemetery grounds.
- Assists funeral homes, monument companies and the public in locating burial plots.
- Supervises and is custodian of records of burial plots sold and receipts from burial services; assists the public in locating burial plots; and submits burial reports to the State Board of Health.
- Supervises and submits employees' daily time records and submits weekly reports.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Considerable knowledge of the standard methods, materials, tools and equipment utilized in area of work assignments.
- Considerable knowledge of the work hazards and applicable safety precautions associated with area of work assignments.
- Considerable knowledge of grounds maintenance procedures and equipment.
- Considerable knowledge of office procedures, record keeping and preparing routine work reports of activities undertaken.
- Ability to assign, supervise and inspect the work of a group of workers and to instruct them in proper work methods.
- Ability to follow oral and written instructions
- Ability to communicate effectively with the public.

Education and Experience

High School graduate or equivalent. Considerable experience in grounds maintenance or in areas of work assignments or related operations and some experience in labor supervision.

Required Licenses or Certificates

Must possess a valid driver's license.

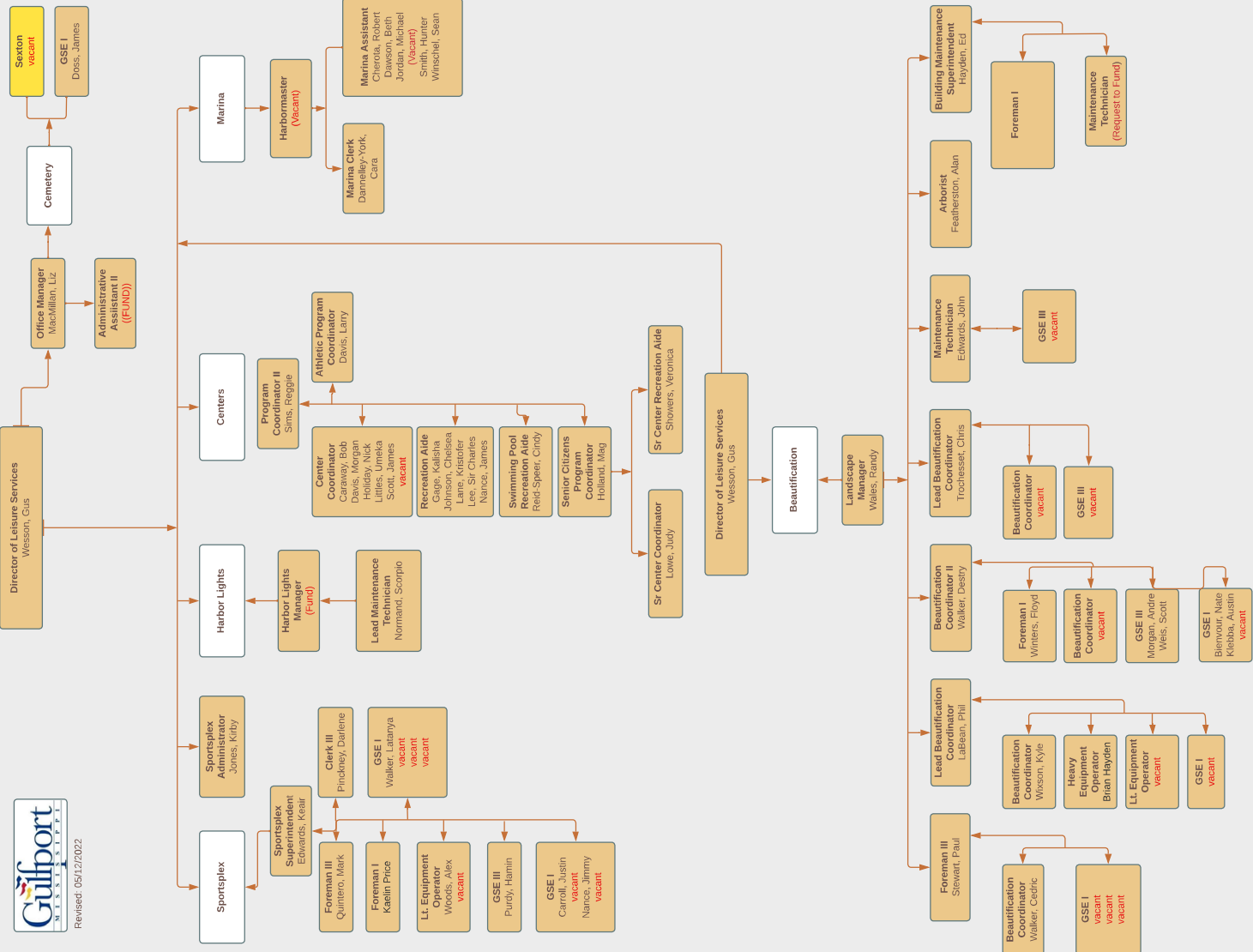


**City of Gulfport
Job Description**

Physical Demands and Working Conditions

Physical requirements include occasional lifting/carrying of 50+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are indoors.





City of Gulfport Job Description

Sexton (SEXT)

Department: 435-Cemetery

FLSA Status: Non-Exempt

EEO Class: Laborers

Grade: 106

Date Approved: 6/1/2022

Date Revised: 4.25.2022

Position Overview

The Sexton is responsible for supervising the maintenance and operation of City Cemeteries; in directing a work crew engaged in field operations scope and complexity.

Work involves responsibility for supervising the work of a crew engaged in maintenance operations of a more routine or limited nature. Work is generally characterized by the requirement for the frequent use of light construction equipment and diversity of work situations encountered.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Supervises crew members in performing various maintenance of cemetery grounds.
- Assists funeral homes, monument companies and the public in locating burial plots.
- Supervises and is custodian of records of burial plots sold and receipts from burial services; assists the public in locating burial plots; and submits burial reports to the State Board of Health.
- Supervises and submits employees' daily time records and submits weekly reports.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Considerable knowledge of the standard methods, materials, tools and equipment utilized in area of work assignments.
- Considerable knowledge of the work hazards and applicable safety precautions associated with area of work assignments.
- Considerable knowledge of grounds maintenance procedures and equipment.
- Considerable knowledge of office procedures, record keeping and preparing routine work reports of activities undertaken.
- Ability to assign, supervise and inspect the work of a group of workers and to instruct them in proper work methods.
- Ability to follow oral and written instructions
- Ability to communicate effectively with the public.

Education and Experience

High School graduate or equivalent. Considerable experience in grounds maintenance or in areas of work assignments or related operations and some experience in labor supervision.

Required Licenses or Certificates

Must possess a valid driver's license.



City of Gulfport Job Description

Physical Demands and Working Conditions

Physical requirements include occasional lifting/carrying of 50+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are indoors.

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR A “SEXTON” POSITION (GRADE 106) IN THE DEPARTMENT OF LEISURE SERVICES IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

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

WHEREAS, the position of “Assistant Sexton” within the City of Gulfport’s Department of Leisure Services was previously filled but was vacated on April 1, 2022, with the salary of compensation for such position being set in Grade 106 in the “Salary Grade Schedule” previously adopted by the City of Gulfport on October 6, 2020, and currently in effect; and

WHEREAS, the Director of the Leisure Services Department has requested that the job title for this position be changed from “Assistant Sexton” to “Sexton” within this Department, with the salary for such position still to remain in Grade 106 (\$26,510.43 - \$39,470.41) in the “Salary Grade Schedule,” with the understanding that previously there was no such “Sexton” position in the “Salary Grade Schedule”; and

WHEREAS, the salary of compensation for employees holding this new position of “Sexton” within the City’s Department of Leisure Services should fall within the range set for

Grade 106 (\$26,510.43 - \$39,470.41) in the City's presently existing "Salary Grade Schedule"; and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and existing) "Salary Grade Schedule" of the City of Gulfport, and the one (1) "Sexton" position should be added to this "Schedule," and the "Assistant Sexton" position removed therefrom.

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

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

SECTION 2. That the aforementioned "Sexton" position within the Department of Leisure Services is hereby added to and funded as the only such position in "Grade 106" in the current "Salary Grade Schedule" for salaries of compensation previously approved by the City's Governing Authority on October 6, 2020, and the "Assistant Sexton" position is hereby removed from the "Salary Grade Schedule."

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

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

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

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation in Grade 106 in the City of Gulfport’s Salary Grade Schedule for one (1) ‘Sexton’ position within the City’s Department of Leisure Services and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted,
this the _____ day of _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

LEGAL NOTICE
CITY OF GULFPORT
CITY DEPOSITORY SERVICES

Proposals for City Depository Services are being hereby solicited by the City of Gulfport MS. Specifications may be obtained from the Procurement Office, 1410 24th Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Delivery of Proposals — One (1) original and one (1) copy shall be submitted in a sealed envelope, clearly identified as "RFP for City of Gulfport Depository Services" and delivered to the address listed above no later than 10:00 am on July 7, 2022, after which time they will be delivered to the selection committee. Any proposal received after the time and date stated will be returned unopened.

“The City of Gulfport now offers Electronic Bidding. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at 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 Request for Proposals should be directed to Jessica Versiga by e-mail: jversiga@gulfport-ms.gov, not less than seven (7) business days prior to the proposal due date. All questions must be submitted in writing; telephonic inquiries will not be considered.

A selection committee will review each proposal and will assist the City's governing authority in evaluating the proposals and assessing the most qualified proposal. The governing authority retains the ultimate authority in making these determinations. The committee may develop a short list from which interviews will be scheduled and evaluations will be based in part on review of ONLY the data submitted in response to this request for proposal. Upon final selection and determination made by the City's governing authority, a written contract may be awarded to the individual/firm whose bid/proposal is determined by the governing authority to be the most qualified and/or the lowest and best.

The governing authority will consider terms and conditions and factors relating to price, financial responsibility, technology, legal responsibilities as well as a bidder's or proposer's “responsibility” concerning matters that relate to the prompt and efficient performance of the contract, including the bidder's or proposer's honesty and integrity, skill and business judgment, experience and capability of performing the contract, conduct under previous contracts, and the quality of previous work, and a bidder's or proposer's customer satisfaction in prior or other contracts or projects, stability and solvency, and management experience in similar contracts, and any oral interviews with the review committee. The governing authority may consider any of the factors referenced herein in awarding the contract.

Proposals may be held by the City of Gulfport, Mississippi, for a period not to exceed sixty (90) days from the date of receipt of proposal.

The City of Gulfport reserves the right to reject any and all proposals, in whole or in part, and to discontinue contract execution with any party at any time prior to final contract execution.

The City of Gulfport is an equal opportunity employer. The successful firm shall adhere to the City of Gulfport's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

Publication Dates: 06/08/22 & 06/15/22



DEPARTMENT OF
FINANCE AND
ACCOUNTING

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

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

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

FROM: Todd Harman, Director of Finance and Accounting

DATE: June 1, 2022

RE: Recommendation to Reject All City Depository Bids and Rebid for the City Depository

The overall objective of the purchasing and procurement function of the City of Gulfport is to ensure the fair and equitable treatment of all persons who deal with the procurement function of the City.

In reviewing both city depository bids (the one conducted back in January – March 2022 and the one recently conducted in April – May 2022), we noted where there could be some confusion to the bidders. Due to this, we recommend rejecting all bids received in both requests for proposals and we ask permission to advertise the request for proposals for city depository services going forward. The legal notice for publication is attached for your review.

On March 8, 2022, there was an agenda item before City Council asking for the award of city depository banking services to Hancock Whitney Bank. This item was deleted from the agenda with the intent to rebid for these services. However, City Council never formally rejected all these bids. This created the potential for confusion on which vendors were participating and non-participating vendors when this was rebid and presented to City Council on May 17, 2022. To be fair and equitable to all parties, as stated above, we recommend rejecting all bids received in both requests for proposals and we ask permission to advertise the request for proposals for city depository services going forward.

Upon Council acceptance of our recommendation, all bidders from both prior requests for proposals will be notified via letter that their prior submissions have been rejected, thanking them for their efforts, and noting the city will be rebidding this in the near future.

Thank you for your time and consideration.