City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, September 20, 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

1 Approval of Minutes - for September 6, 2022.

2 Approval of Minutes - for September 8, 2022 SCM.

3 Approval of Minutes - for September 12, 2022 Budget Adoption.

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.

5 Certificate of Resubdivision - divide into two new parcels zoned R-1-5 (Single-family) - located at Polk Street - Case # 2207PC129 - Ward 3.

6 General Plan - approval of a 177-Lot 9- outparcel subdivision (The Great Southern Subdivision) - located at 2000 Beach Boulevard - Case # 2207PC126 - Ward 2 - With Appeal.

Ordinances

7 Ordinance - rezoning tax parcels from R-1-7.5 (Single-family) to R-2 (Single-family) - located at 1423 Jo Ellen Circle - Case # 2207PC130 - Ward 1.

8 Ordinance - providing for the salary of compensation for one (1) "Inspector / Plans Review" position in the Department of Urban Development, and for related purposes. (*no change in Grade in the Salary Grade Schedule*)

Resolutions

9 Resolution - approving Contract for Congregate Meals with the South Mississippi Planning and Development District Area Agency on Aging, and for related purposes.

10 Resolution - approving Professional Legal Services Agreement with Lee Russell, Esq., of Russell Law Firm, PLLC, to provide Public Defender Services in the Gulfport Municipal Court, and for related purposes.

11 Resolution - approving Professional Services Agreement with Charles E. Bodie, Jr., to serve as Video and Discovery Clerk in support of the Prosecutor's Office, and for related purposes.

12 Resolution - approving Professional Services Agreement with Norman “Pat” Pope, to serve as a Domestic Violence Investigator, and for related purposes.

13 Resolution - approving Professional Services Agreement with Rivers Psychotherapy Services, PLLC, to provide Domestic Violence Victims Advocate Services, and for related purposes.

14 Resolution - approving Service Agreement with Coast Transit Authority, to provide shuttle service for the 2022 Gulfport Harbor Lights Winter Festival, and for related purposes.

15 Resolution - approving Staffing Service Agreement with NEXTAFF and Placement Services/Agreement with SAVARD for Staffing Services, and for related purposes.

16 Resolution - approving VSP Vision Care Contract Renewal, and for related purposes.

17 Resolution - approving Certificate of Substantial Completion for the Downtown Streetscape Improvements Project - Phase III, and for related purposes.

18 Resolution - authorizing participation in the "Mississippi Law Enforcement and Firefighters Premium Pay Program", and for related purposes.

19 Resolution - accepting a United States Department of Labor Workforce Innovation & Opportunity Act Grant from and through the Southern Mississippi Planning & Development District, and for related purposes.

20 Resolution - authorizing an expenditure of funds in support of the Harrison County Motor Vehicles for Hire Authority, pursuant to Interlocal Agreement, and for related purposes.

21 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Carter's Champions Community Cruise-In for Breast Cancer and the 6th Annual 5K Pink Dress Run/Walk, and for related purposes.

22 Resolution - approving the temporary closure of municipal right of way for the 2022 Carter's Champions Community Cruise-In for Breast Cancer, and for related purposes.

23 Resolution - approving the temporary closure of municipal right of way for the 2022 Carter's Champions 6th Annual 5K Pink Dress Run/Walk, and for related purposes.

24 Resolution - approving the temporary closure of municipal right of way for Westminster Presbyterian Church's Fall Festival, and for related purposes.

Budget Amendments / Docket of Claims

25 Budget Amendment #164 - transferring unused Contractual Services funds within the Police Department Fuel budget due to cost increase. (no publication needed)

26 Budget Amendment #165 - defunding Inspector/Plans Reviewer in the Urban Development Department. *(no publication needed)*

27 Budget Amendment #166 - refunding Inspector/Plans Reviewer in the Urban Development Department. *(no publication needed)*

28 Docket of Claims - to be approved through September 21, 2022.

Routine Agenda

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

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

31 Privilege License Report - for the month of August, 2022 - to be made a part of the minutes.

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

33 Letter - regarding bid awarded by Purchasing to Crown USA for Restock Striping Supplies - Public Works - to be made a part of the minutes.

34 Letter - regarding bid awarded by Purchasing to Jazzy Johns for Portable Restrooms - Leisure Services - Harbor Lights Winter Festival - to be made a part of the minutes.

35 Letter - regarding the purchase of services by TurfMasters for The Harbor Light Show Winter Festival to be made a part of the minutes.

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

Public Agenda

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

Council Comments

Memorial Adjournment

- **Mr. Barron J. Johnson**
- **Mr. Fredrick Roy Magee**
- **Mr. Tommy Randolph**
- **Mrs. Patricia Weatherly Graves**
- **Mr. Bucky Houtz**

Executive Session

Setting of Next Meeting and Adjournment

City of Gulfport, Mississippi

Minutes

City Council

2309 15th Street
Gulfport, MS 39501

Thursday, September 8, 2022	**5:00 PM – 6:15 PM**	***Gulfport City Hall Council Chambers***

5:00 P.M. - 6:15 P.M.

The Members of Council met at City Hall at 5:00 PM, on the above date, same being an adjourned meeting from a Regular Meeting on September 6, 2022 at 1:30 P.M.

Present: CAO Leonard Papania, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Kenneth Casey, Ron Roland, Ella Holmes-Hines (teleconference), Rusty Walker, Myles Sharp, R.Lee Flowers, and Richard Kosloski (teleconference/out at 5:28 P.M.). **Absent:** Mayor Billy Hewes, General Counsel Hugh Keating

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

Policy Issues

1 Presentation - of Mayor's Revised Proposed Budget for Fiscal Year Ending September 30, 2023.

Presented By: Director of Finance & Accounting, Todd Harman

Attachment(s):
Round 8 - Budget Changes

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn, until September 12, 2022 at 3:00 P.M. for a Special Call Meeting, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers
Absent: Richard Kosloski

_____
City Clerk

_____
Mayor

City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Monday, September 12, 2022 | **3:00 PM** | ***Gulfport City Hall Council Chambers***

3:00 P.M.

Declaration of Special Call Meeting

Policy Issues

1 Resolution – approving and adopting the budget as finally determined by the City Governing Authority, and for related purposes.

2 Resolution – approving Letter Agreement with Mauldin & Jenkins, LLC, to provide auditing services for Fiscal Year Ending 2021, and for related purposes.

Setting of Next Meeting and Adjournment

Exhibit "A"

TABLE OF CONTENTS

WARD 3

PARCEL	LOCATION	OWNER
0811F-01-063.000	2107 22ND ST	STATE OF MISS 6/8/2020

WARD 4

PARCEL	LOCATION	OWNER
0910I-01-031.000	GLEN VALLEY WAY	BARLOW BUILDERS INC
0910K-01-062.000	3717 WASHINGTON AVE	WOODS DARLA ANNE

WARD 5

PARCEL	LOCATION	OWNER
0808N-02-056.000	104 DEANNA ST	CLARK BRUCE P
0808N-02-051.000	114 DEANNA ST	BERGLAND INVESTMENTS LLLP
1010H-01-013.000	2318 EAST PASS RD	WHINERY BRUCE HOWARD & NOBLE MARY W

WARD 7

PARCEL	LOCATION	OWNER
0708H-03-031.000	12219 VADA DR	GARNER LYMAN LANCE
0807J-01-021.032	13584 WIND ROSE CIR	TAYLOR TIFFANI E
0808D-03-013.000	15415 PARKWOOD DR NORTH	RUSSELL NICHOLAS A & MAEGAN

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

August 24, 2022

GREEN PINES LLC
2107 22ND ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811F-01-063.000
2107 22ND ST

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

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

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, 09/20/2022 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 10043

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
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cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 10043


Gulfport
URBAN DEVELOPMENT
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
August 24, 2022
GREEN PINES LLC
10333 ENGLISH MANOR DR
GULFPORT, MS 39503
Reference: Tax Parcel Number: 0811F-01-063.000
2107 22ND ST
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Respectfully yours,
Case Number: 10043
Aug 24, 2022 at 3:30 PM


Aug 24, 2022 at 3:30 PM

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Gulfport, MS 39501

August 31, 2022

BARLOW BUILDERS INC
GLEN VALLEY WAY
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910I-01-031.000
GLEN VALLEY WAY

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: RUSTY WALKER Case Number: 10026

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P.O. Box 1780
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August 31, 2022

BARLOW BUILDERS INC
P O BOX 3296
GULFPORT, MS 39505

Reference: Tax Parcel Number: 0910I-01-031.000
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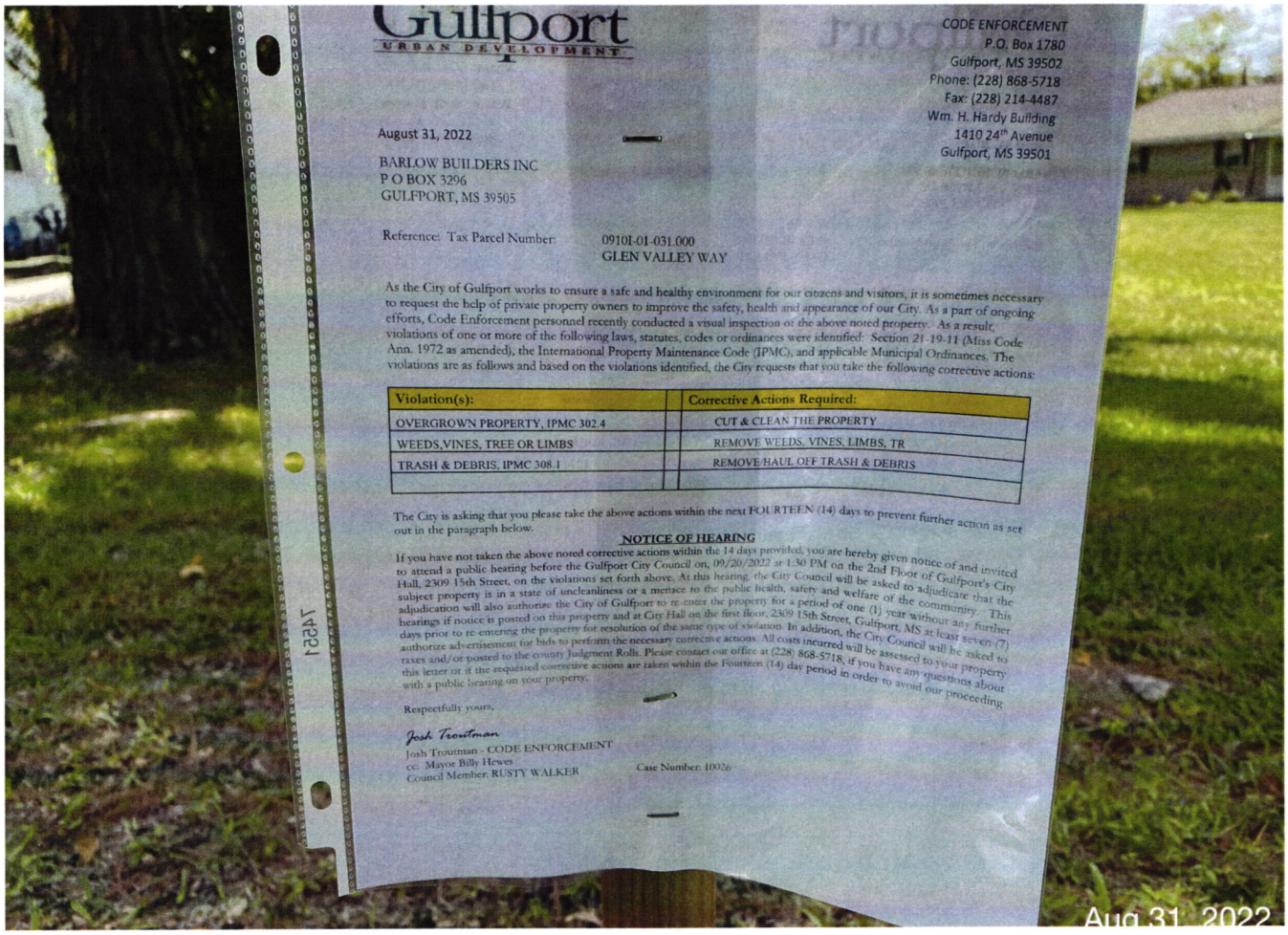
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Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER
Case Number: 10026
Aug 31, 2022


Gulfport
Aug 31, 2022

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

August 24, 2022

WOODS DARLA ANNE
3717 WASHINGTON AVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910K-01-062.000
3717 WASHINGTON AVE

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Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 10175

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Reference: Tax Parcel Number: 0910K-01-062.000
3717 WASHINGTON 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

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.

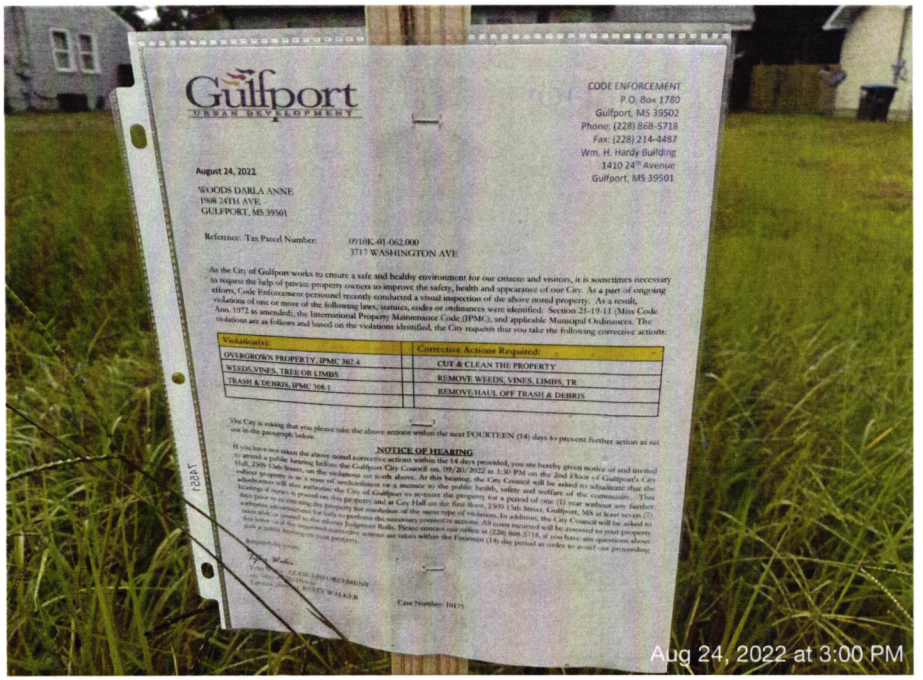
NOTICE OF HEARING

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, 09/20/2022 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 10175


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
August 24, 2022
WOODS DARLA ANNE
1908 24TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0910K-01-062.000
3717 WASHINGTON 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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Corrective Actions Required:
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CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
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Case Number: 10175
Aug 24, 2022 at 3:00 PM


Aug 24, 2022 at 3:00 PM

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

August 31, 2022

CLARK BRUCE P
104 DEANNA ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808N-02-056.000
104 DEANNA 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
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.

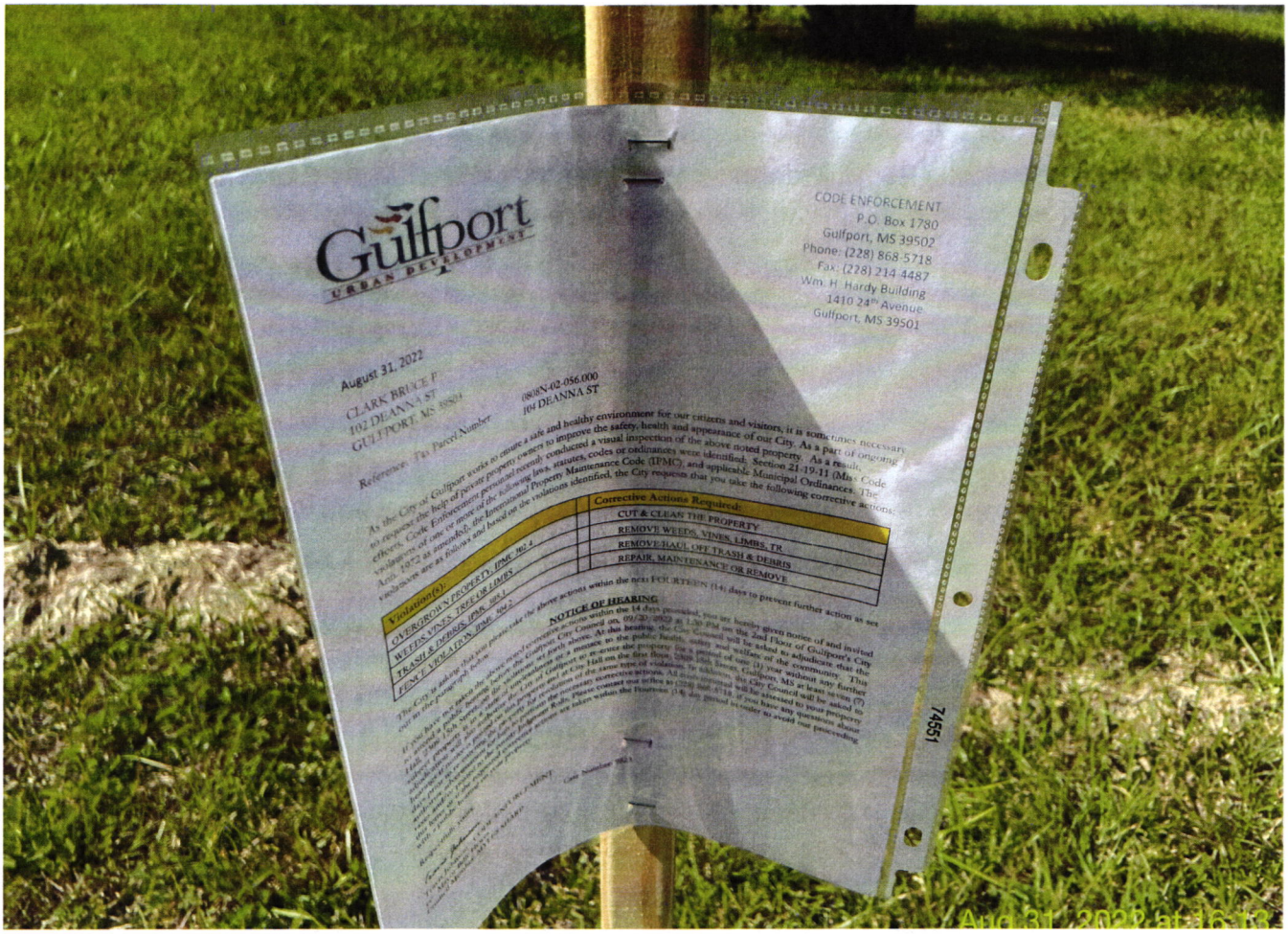
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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 9823


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
August 31, 2022
CLARK BRUCE P
102 DEANNA ST
GULFPORT, MS 39501
Reference: Tax Parcel Number
0808N-02-056.000
104 DEANNA ST
Violation(s):
OVERGROWN PROPERTY: IPMC, 302.4
WEEDS, VINES, TREE OR LIMBS
TRASH & DEBRIS: IPMC, 308.1
FENCE VIOLATION: IPMC, 304.2
Corrective Actions Required:
CUT & CLEAN THE PROPERTY
REMOVE WEEDS, VINES, LIMBS, TR
REMOVE/HAUL OFF TRASH & DEBRIS
REPAIR, MAINTENANCE OR REMOVE
NOTICE OF HEARING
74551
Aug 31, 2022 at 16:18


Aug 31, 2022 at 16:18

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

August 31, 2022

BERGLAND INVESTMENTS LLLP
114 DEANNA ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808N-02-051.000
114 DEANNA 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,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 10019

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

August 31, 2022

BERGLAND INVESTMENTS LLLP
7720 W QUINCY DR
LAKEWOOD, CO 80235

Reference: Tax Parcel Number: 0808N-02-051.000
114 DEANNA 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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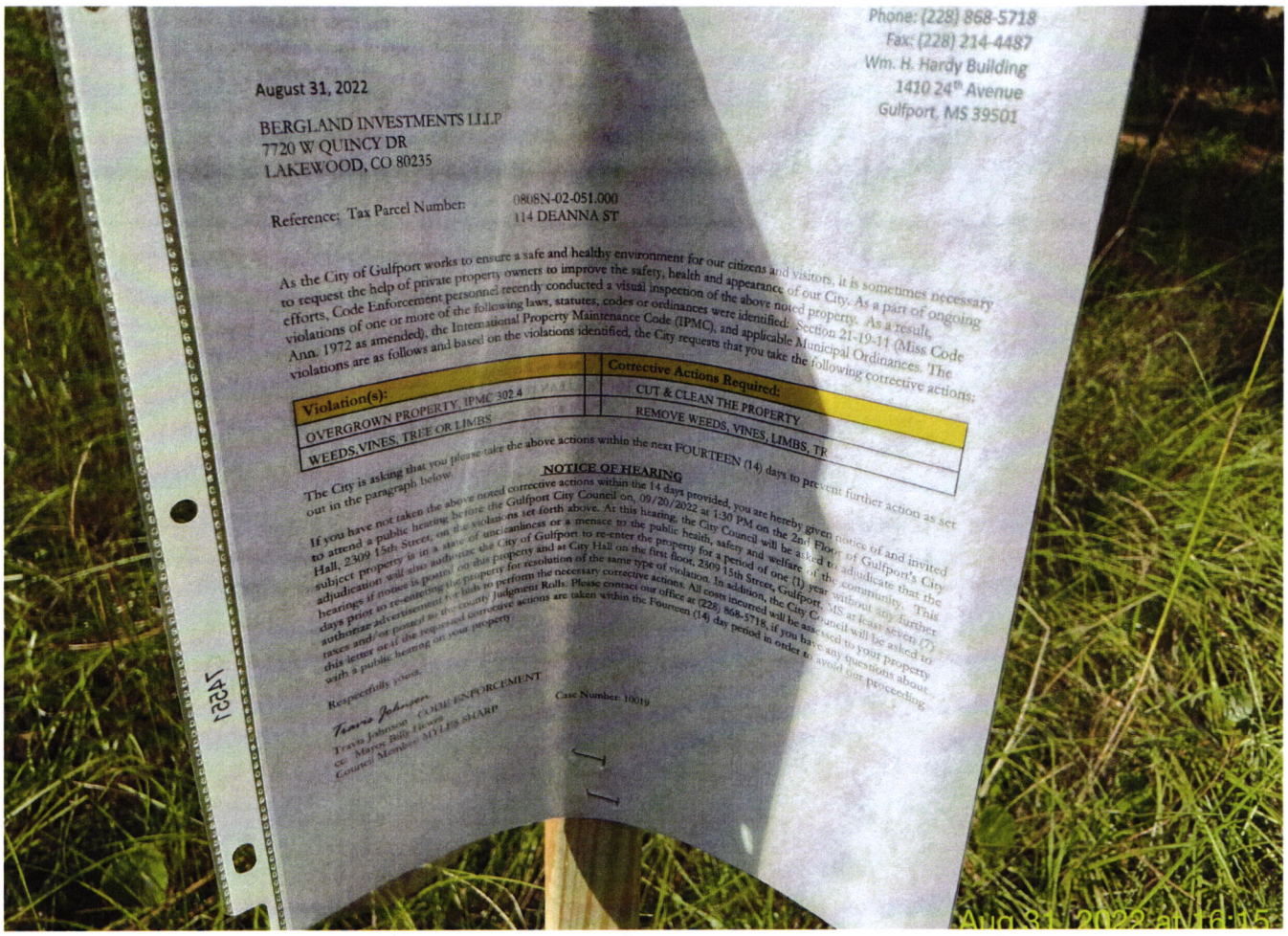
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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 10019



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

August 31, 2022

BERGLAND INVESTMENTS LLLP
7720 W QUINCY DR
LAKEWOOD, CO 80235

Reference: Tax Parcel Number: 0808N-02-051.000
114 DEANNA ST

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Respectfully yours,

Travis Johnson, CODE ENFORCEMENT

Case Number: 10019

cc: Mayor Billy Hewes
Council Member MOLLIE SHARP

12247

Aug 31, 2022 at 16:15



Gulfport

Aug 31, 2022 at 16:16

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

August 30, 2022

WHINERY BRUCE HOWARD & NOBLE MARY W
2318 EAST PASS RD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010H-01-013.000
2318 EAST PASS RD

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

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

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 10045

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

August 30, 2022

WHINERY BRUCE HOWARD & NOBLE MARY W
22197 SUCCESS RD
SAUCIER, MS 39574

Reference: Tax Parcel Number: 1010H-01-013.000
2318 EAST PASS RD

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NOTICE OF HEARING

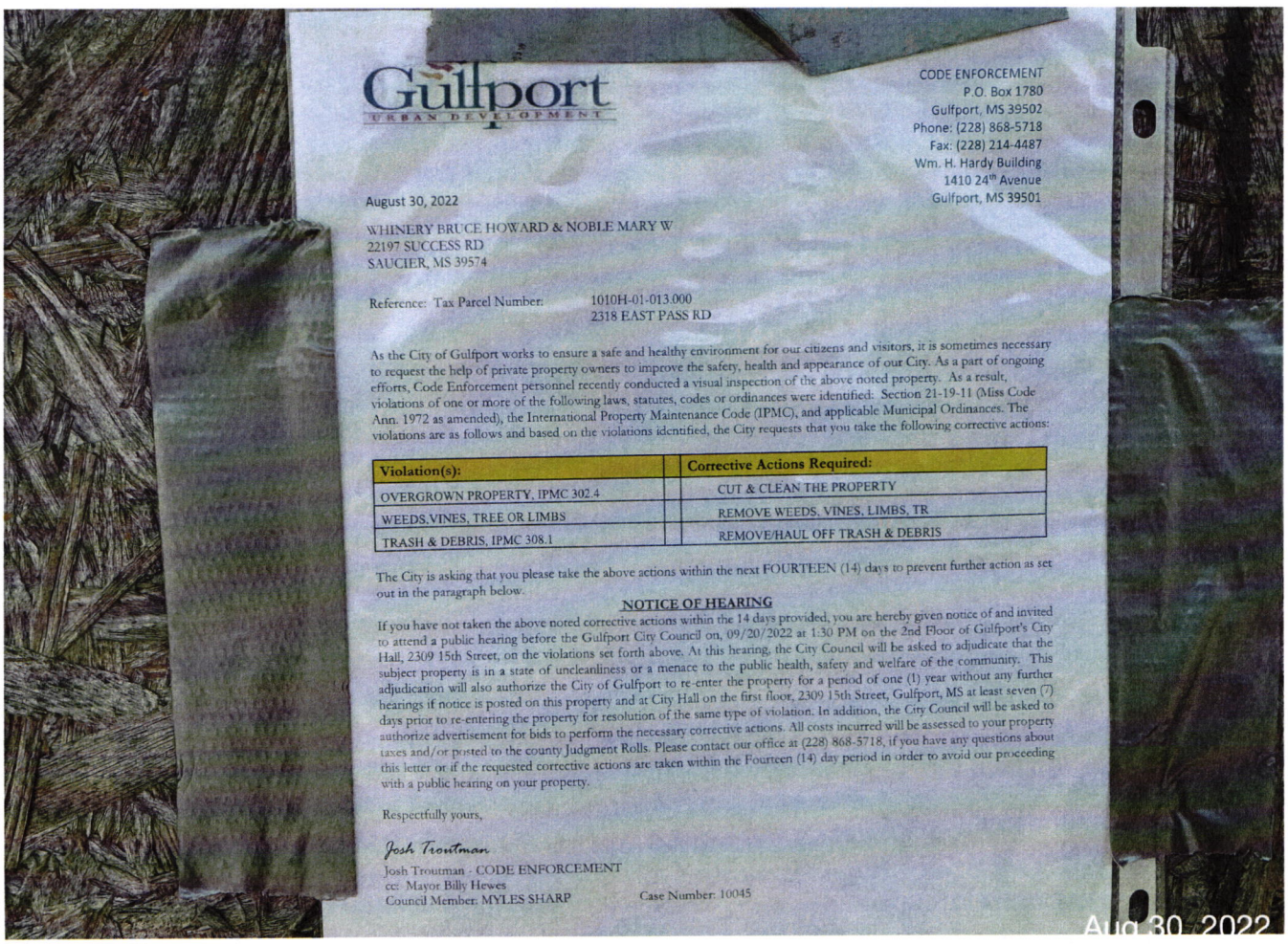
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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 10045





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

August 30, 2022

WHINERY BRUCE HOWARD & NOBLE MARY W
22197 SUCCESS RD
SAUCIER, MS 39574

Reference: Tax Parcel Number: 1010H-01-013.000
2318 EAST PASS RD

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 10045

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

August 31, 2022

GARNER LYMAN LANCE
12219 VADA DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0708H-03-031.000
12219 VADA DR

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE
UNSAFE STRUCTURE, IPMC 108.1.1		DEMO STRUCTURE
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG		REMOVE/DISCARD USED APPLIANCES

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.

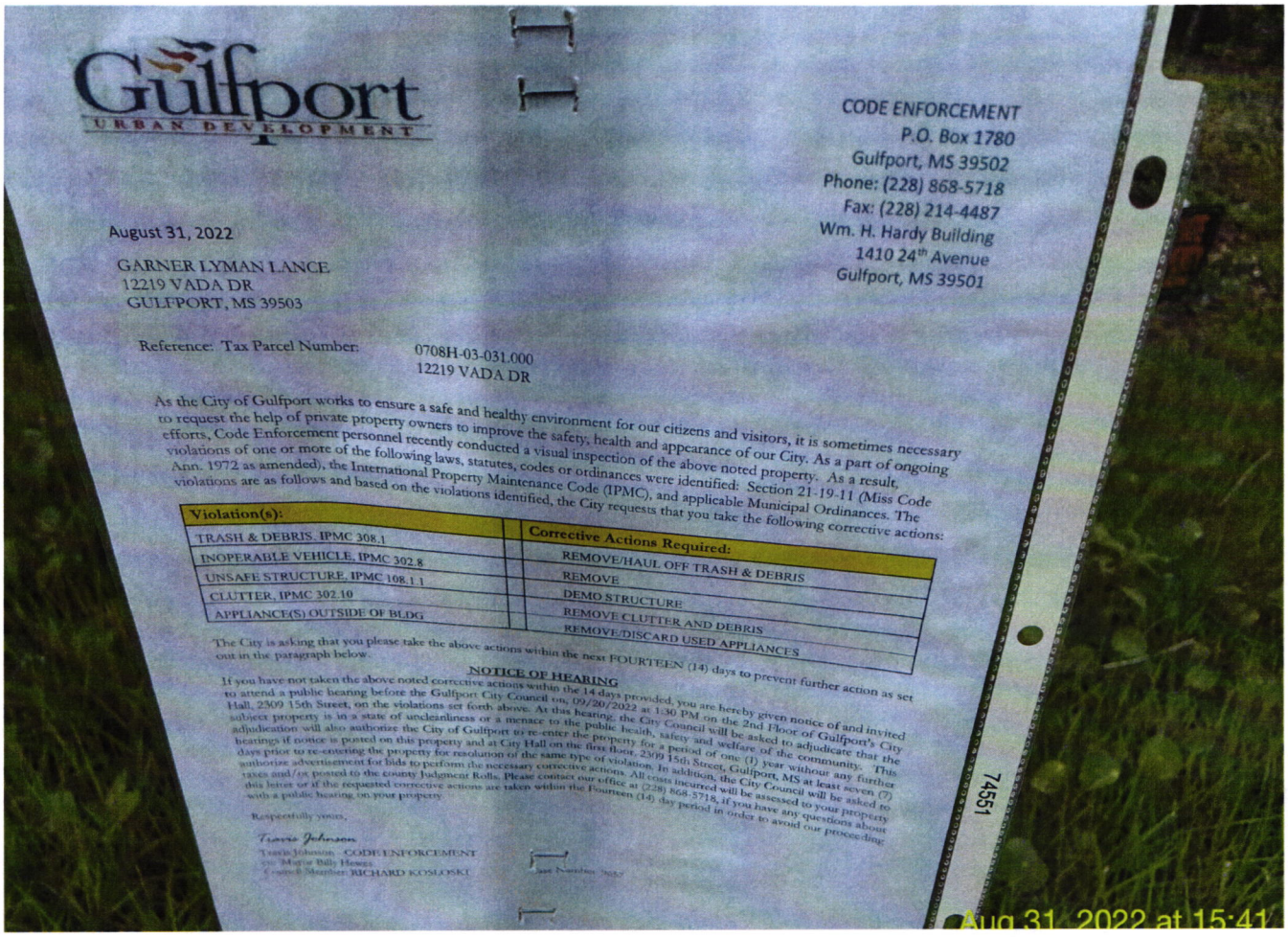
NOTICE OF HEARING

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, 09/20/2022 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: 9657



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

August 31, 2022

GARNER LYMAN LANCE
12219 VADA DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0708H-03-031.000
12219 VADA DR

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

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS. IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE. IPMC 302.8	REMOVE
UNSAFE STRUCTURE. IPMC 108.1.1	DEMO STRUCTURE
CLUTTER. IPMC 302.10	REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG	REMOVE/DISCARD USED APPLIANCES

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; 09/20/2022 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

74551

Aug 31, 2022 at 15:41



Aug 31, 2022 at 15:41

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

August 31, 2022

TAYLOR TIFFANI E
13584 WINDROSE CIR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0807J-01-021.032
13584 WIND ROSE CIR

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.

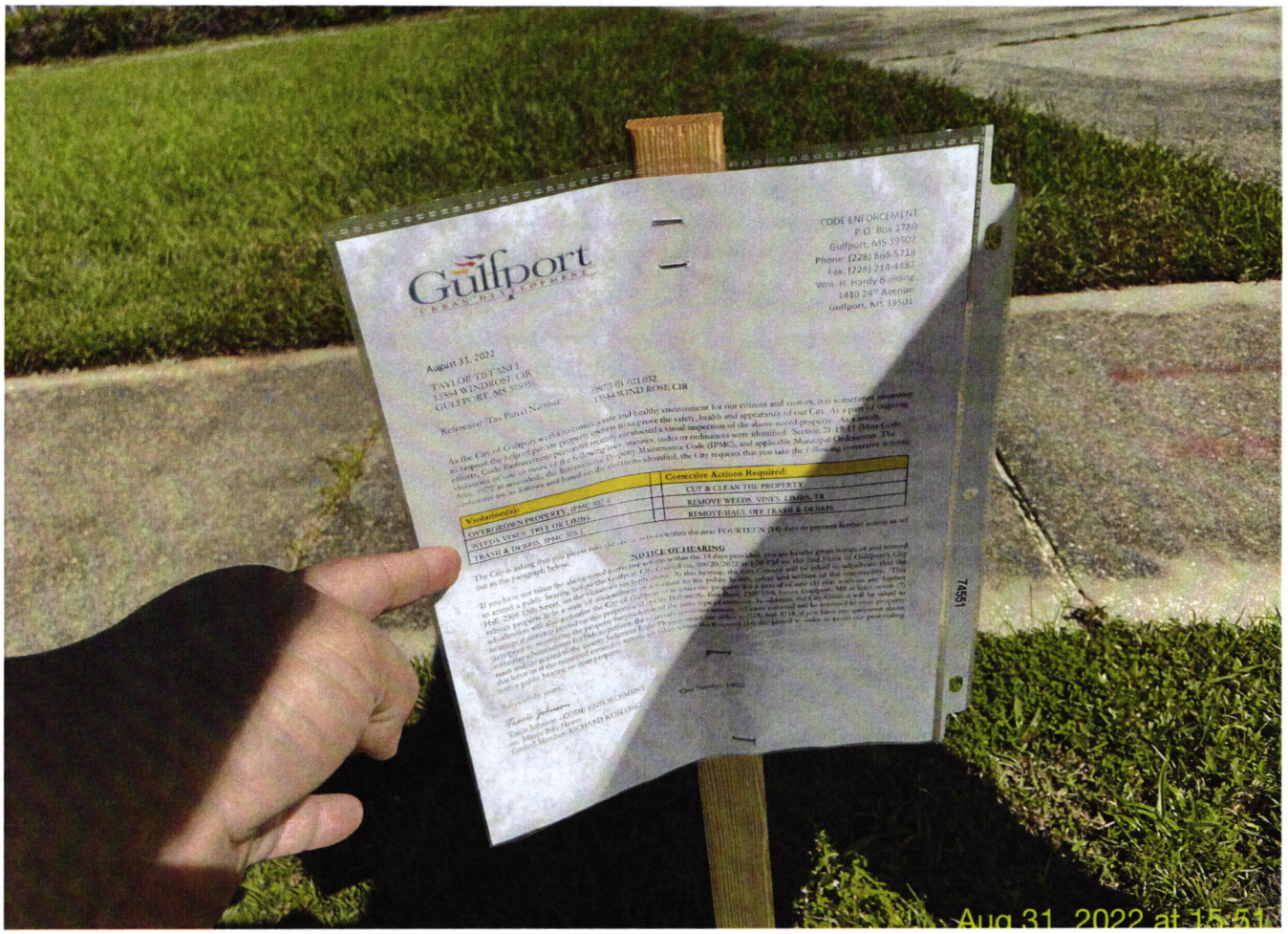
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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 10022


Gulfport
URBAN DEVELOPMENT
CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5719
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501
August 31, 2022
TAYLOR TIFFANY E
13584 WINDROSE CIR
GULFPORT, MS 39503
Reference: Tax Parcel Number
(0807) 01-021.032
13584 WIND ROSE, CIR
Violation(s)
Corrective Actions Required:
OVERGROWN PROPERTY. (PMC 307.4
CUT & CLEAN THE PROPERTY.
WEEDS VINES, DEBRIS OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS. (PMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
NOTICE OF HEARING
74551
Aug 31, 2022 at 15:51


Aug 31, 2022 at 15:51

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

August 31, 2022

RUSSELL NICHOLAS A & MAEGAN
15415 PARKWOOD DR N
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808D-03-013.000
15415 PARKWOOD DR NORTH

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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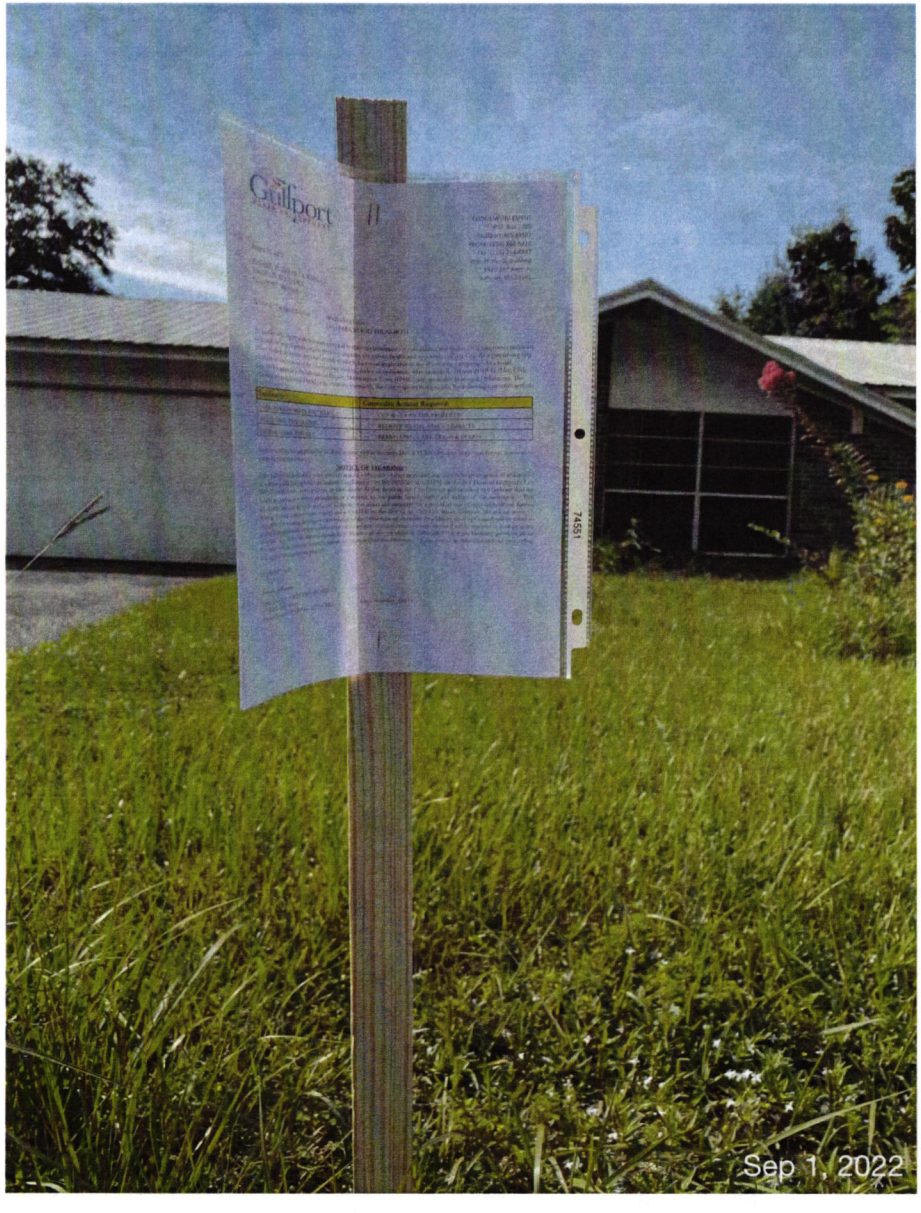
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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 10135


Gulfport
74551
Sep 1, 2022


FRIENDS
Sep 1, 2022

MEMORANDUM – CITY OF GULFPORT

Date: **SEPTEMBER 6, 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 20th Day Of September, 2022.**

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

MEMORANDUM – CITY OF GULFPORT

Date: SEPTEMBER 6, 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 20th Day Of September, 2022, To The City Council:

WARD 3

Parcel 1: 0811F-01-063.000. E 85 Ft Of Lots 21 To 24 Inc Blk 80 Original Gulfport. 2107 22nd St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (State Of Miss 6/8/2020) Case: 10043

WARD 4

Parcel 2: 0910I-01-031.000. Lot 8 Blk 1 Resur Of Singwood Subd. Glen Valley Way. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Barlow Builders Inc) Case: 10026

Parcel 3: 0910K-01-062.000. Lot 62 Belmede Subd.. 3717 Washington Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Woods Darla Anne) Case: 10175

WARD 5

Parcel 4: 0808N-02-056.000. Lot 3 Blk 14 Bel-Aire Subd 6th Add. 104 Deanna St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees. (Clark Bruce P) Case: 9823

Parcel 5: 0808N-02-051.000. Lot 8 Blk 14 Bel-Aire Subd 6th Add. 114 Deanna St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees. (Bergland Investments Lllp) Case: 10019

Parcel 6: 1010H-01-013.000. Beg 553.5 Ft W & 688.5 Ft N Of Se Cor Of Sec 29-7-10 N 1191.5 Ft W 100 Ft S 1191.5 Ft E 100 Ft To Beg In E 1/2 Of Se 1/4 Sec 29-7-10. 2318 East Pass Rd. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Whinery Bruce Howard & Noble Mary W) Case: 10045

WARD 7

Parcel 7: 0708H-03-031.000. Lot 99 Crestview Subd. 3rd Add.. 12219 Vada Dr. Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (Garner Lyman Lance) Case: 9657

Parcel 8: 0807J-01-021.032. Lot 49 Wind Rose Subd Ph 1 Sec 34-6-11. 13584 Wind Rose Cir. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (TAYLOR TIFFANI E) Case: 10022

Parcel 9: 0808D-03-013.000. Lot 14 Blk 11 Northwood Hills Subd. 15415 Parkwood Dr North. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Russell Nicholas A & Maegan) Case: 10135

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 **20th** day of **September, 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 uncleanliness as to be a menace to the public health, safety and welfare of the community; and

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

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

Parcel 1: 0811F-01-063.000. E 85 Ft Of Lots 21 To 24 Inc Blk 80 Original Gulfport. 2107 22nd St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (State Of Miss 6/8/2020) Case: 10043

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Parcel 4: 0808N-02-056.000. Lot 3 Blk 14 Bel-Aire Subd 6th Add. 104 Deanna St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees. (CLARK BRUCE P) Case: 9823

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Parcel 6: 1010H-01-013.000. Beg 553.5 Ft W & 688.5 Ft N Of Se Cor Of Sec 29-7-10 N 1191.5 Ft W 100 Ft S 1191.5 Ft E 100 Ft To Beg In E 1/2 Of Se 1/4 Sec 29-7-10. 2318 East Pass Rd. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Whinery Bruce Howard & Noble Mary W) Case: 10045

Parcel 7: 0708H-03-031.000. Lot 99 Crestview Subd. 3rd Add.. 12219 Vada Dr. Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (GARNER LYMAN LANCE) Case: 9657

Parcel 8: 0807J-01-021.032. Lot 49 Wind Rose Subd Ph 1 Sec 34-6-11. 13584 Wind Rose Cir. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Taylor Tiffani E) Case: 10022

Parcel 9: 0808D-03-013.000. Lot 14 Blk 11 Northwood Hills Subd. 15415 Parkwood Dr North. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Russell Nicholas A & Maegan) Case: 10135

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: September 20, 2022

Re: Certificate of Resubdivision - divide into two new parcels zoned R-1-5 (Single-family) - located at Polk Street - Case # 2207PC129 - Ward 3.

Resubdivision 2207PC129, by owner T&D Homes, LLC, tax parcel 0810D-03-010.000, Divide into two new parcels, Zoned R-1-5 (Single-family), Ward 3

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: September 9, 2022

Re: Resubdivision 2207PC129, by owner T&D Homes, LLC, tax parcel 0810D-03-010.000, Divide into two new parcels, Zoned R-1-5 (Single-family), Ward 3

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hancock

Second: Mr. Jones

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

Action: Motion was carried unanimously.

Speaking for the Petition:
1. Thomas McNair

Speaking against the Petition: None

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

Please place the attached item on the Council agenda for September 20, 2022.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2207PC129

Hearing Date: July 28, 2022

Current Zoning/Use: R-1-5 / Vacant

Legal: Resubdivision 2207PC129, by owner T&D Homes, LLC, tax parcel 0810D-03-010.000, Divide into two new parcels, Zoned R-1-5 (Single-family), Ward 3

TECHNICAL DETAILS

The applicant requests to divide 1 parcel into 2 new parcels at the intersection of Polk Street and Ohio Avenue. Currently, the subject property contains 13,500 square feet. As proposed, the resulting lots will be equally divided into 6,750 square feet.

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 project exceeds the 5,000 square foot minimum that is required by ordinance. As presented, no other waivers would be needed by the proposed development, and should be accepted by the Planning Commission.

Any approval should consider these conditions:

1. Provide separate water and sewer service for each parcel
2. All construction shall comply with the International Residential Code

DEPARTMENTAL CONDITIONS

Engineering: Conditions: provide separate water & sewer service for each parcel. Memo dated 7/20/22.

Technical Report

Resubdivision

Public Works: Conditions: provide separate water & sewer services to each lot. Memo dated 7/15/22.

Traffic and Safety: No comments as of 7/21/22.

Building Code Services: Conditions: all construction shall comply with the International Residential Code. Memo dated 7/19/22.

GIS: No conditions. Memo dated 7/18/2022.

Police Department: No comments as of 7/21/22.

Fire Department: No conditions. Memo dated 7/15/2022.

City Arborist: No conditions. Memo dated 7/12/2022.

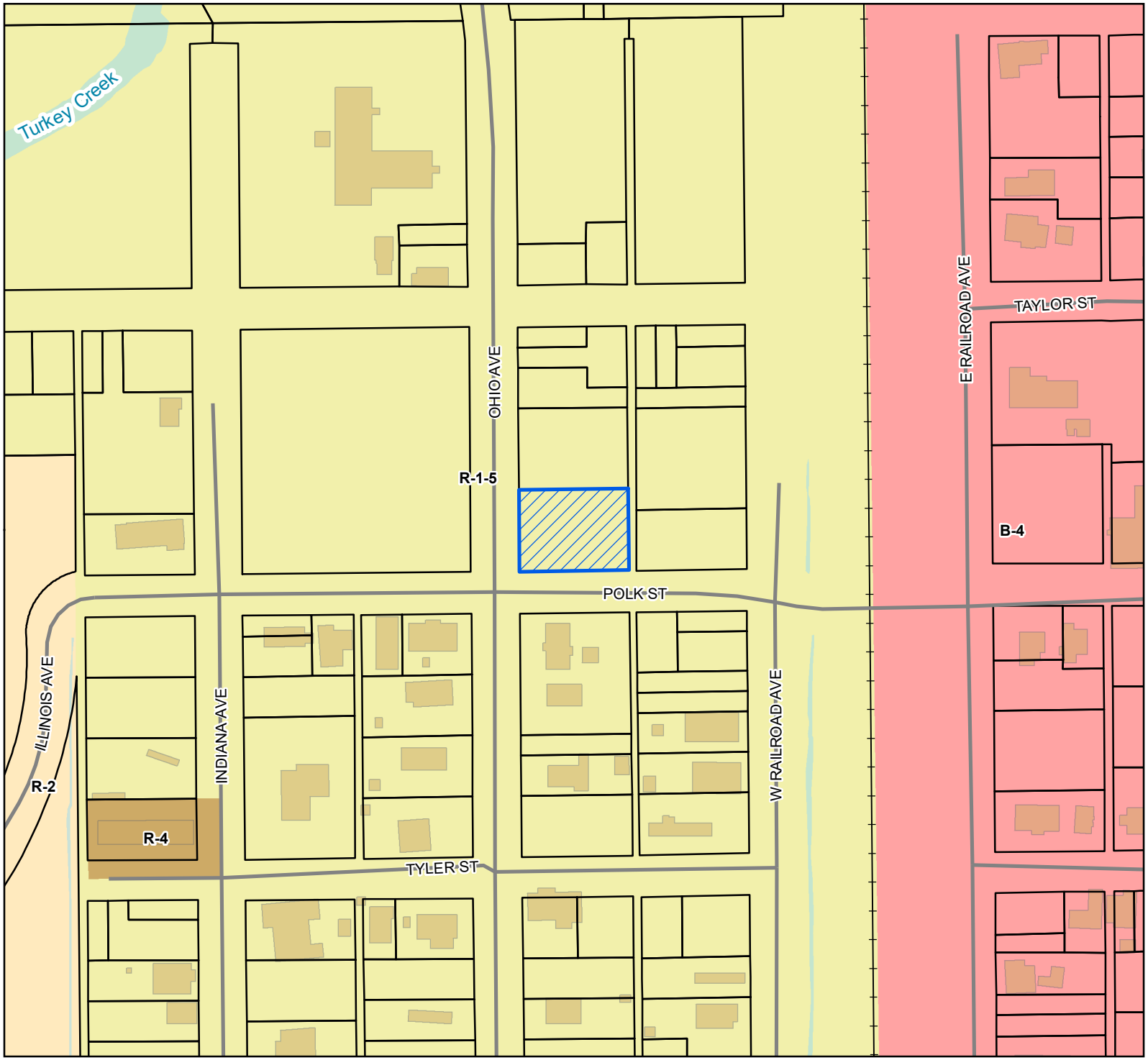
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

2207PC129

Resubdivision



Site
Street
Railroad
Parcels
Buildings
Water Features

Zoning

B-4 - Highway Business District

R-1-5 - Single Family Residence District (Medium Density)

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

R-4 - General Residence (High Density)

Site Information

0810D-03-010.000
Zoning: R-1-5 (Single-Family Residence)
Size: 13,537 Sqft.
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

N
W E
S

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: 2207PC129

Date Received: 5/24/22

Receipt Number:

Received By: LE.

Zoning: R-1-5

Ward: 3 Flood: X

Size: 13,537 Sq ft.

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL # 0810D-03-010.000

(If necessary, use separate sheet of paper)

Address of Property Involved:

Lot(s) 27-32, Block(s) 96, Subdivision North Gulfport

General Location: City of Gulfport Ms

GENERAL DESCRIPTION OF REQUEST:

I would like to Subdivided the Parcel into two Parcel, Parcel A and Parcel B

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
Printed Name of Owner: T & D Homes Thomas McNair Sr.	Printed Name of Agent:
Mailing Address: 16786 Ty Ridge Rd.	Mailing Address:
City: Gulfport State: Ms Zip code: 39503	City: State: Zip code:
Home Phone: (228) 617-2158 Work/Cell Phone:	Home Phone: Work/Cell Phone:
Email: Thomasmcnair@bellsouth.net	Email:
Signature of Owner: Thomas McNair Sr.	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.

Gulfport MISSISSIPPI ONE COAST

Covenant Affidavit

I, T+D Homes LLC, being owner or agent of the property 0810D-03-010.000

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.

Thomas McNair Sr. 5-23-22

Signature *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 23rd day of May, 2022

Leslie Ervin

Notary Public

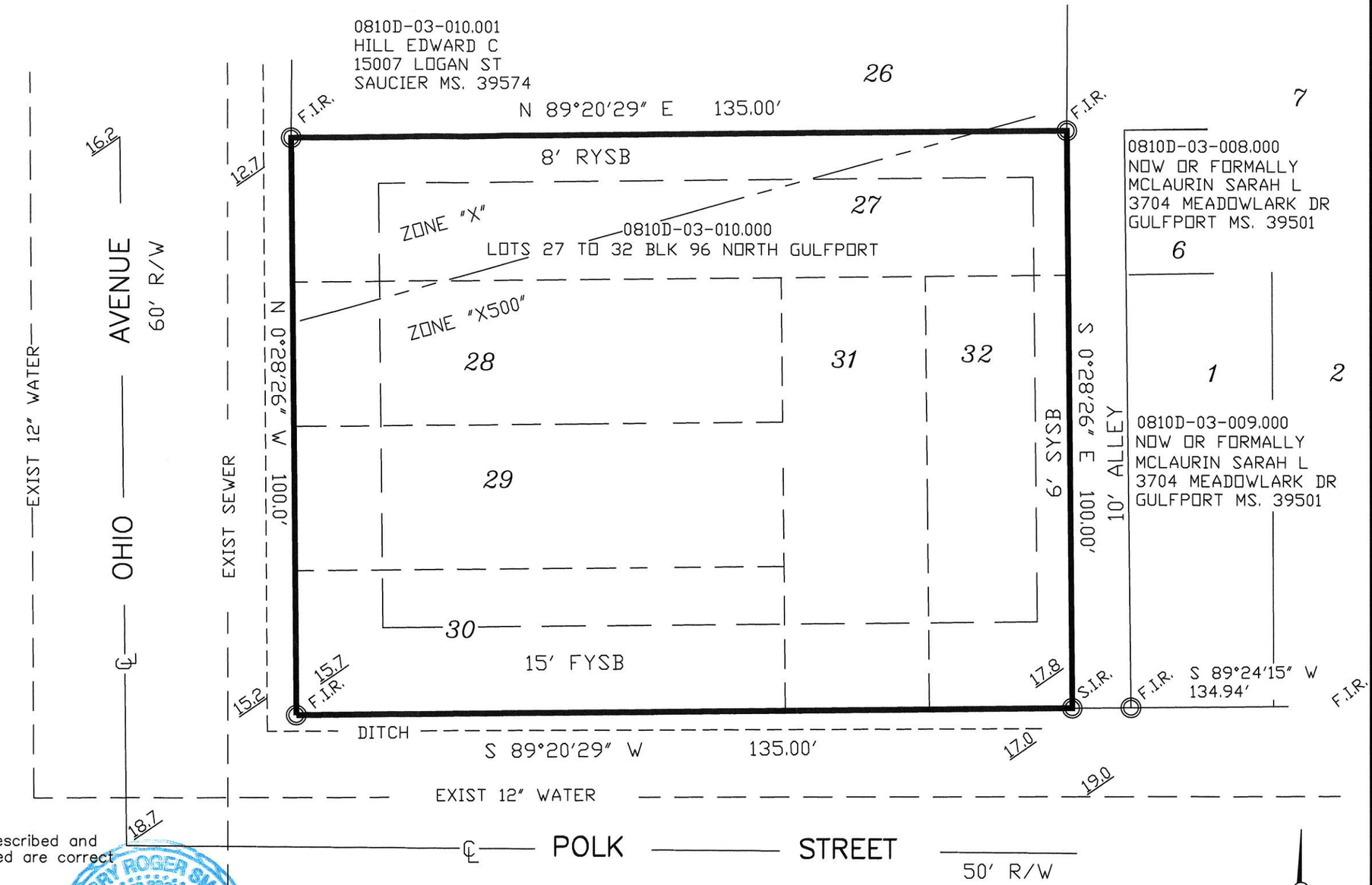
STATE OF MISSISSIPPI NOTARY PUBLIC ID # 290631 LESLIE ERVIN Commission Expires April 19, 2025 HARRISON COUNTY

April 19, 2025

Commission Expiration

SURVEY OF:

TAX PARCEL #0810D-03-010.000
LOTS 27 TO 32 BLK 96 NORTH GULFPORT
CITY OF GULFPORT, HARRISON COUNTY, MS.



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 ROGER SMITH REGISTERED PROFESSIONAL LAND SURVEYOR PLS-02695 STATE OF MISSISSIPPI

Larry R. Smith P.L.S. # 02695 Dated: 05/16/2022

This property is located in Zone(s) "X", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0261G, revised 06/16/2009

ZONE: R-1-5
MIN LOT SIZE: 5,000 SQ FT
FYSB = 15'
SYSB = 6'
RYSB = 8'

F.I.R. FOUND 1/2" IRON ROD
S.I.R. SET 1/2" IRON ROD
17.0 EXIST ELEVATION
W PROPOSED WATER SERVICE
S PROPOSED SEWER SERVICE

SCALE: 1"=20'
CLASS "B" SURVEY
Base Bearing by: GPS RTK (NAD 83)

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

BOUNDARY, TOPOGRAPHIC CONSTRUCTION LAYOUT

SURVEY OF:

TAX PARCEL #0810D-03-010.000
LOTS 27 TO 32 BLK 96 NORTH GULFPORT
CITY OF GULFPORT, HARRISON COUNTY, MS.

SPLIT INTO:

PARCEL A

BEGINNING AT THE SOUTHWEST CORNER OF LOT 30, BLOCK 96, NORTH GULFPORT SUBDIVISION, CITY OF GULFPORT, HARISON COUNTY, MISSISSIPPI; THENCE N00°28'26"W ALONG THE WEST MARGIN OF SAID BLOCK 96, AND THE EAST MARGIN OF OHIO AVENUE A DISTANCE OF 100.0 FEET; THENCE N89°20'29"E A DISTANCE OF 67.50 FEET; THENCE S00°28'26"E A DISTANCE OF 100.0 FEET; THENCE S89°20'29"W A DISTANCE OF 67.50 FEET TO THE POINT OF BEGINNING.

PARCEL B

COMMENCING AT THE SOUTHWEST CORNER OF LOT 30, BLOCK 96, NORTH GULFPORT SUBDIVISION, CITY OF GULFPORT, HARISON COUNTY, MISSISSIPPI; THENCE N89°20'29"E ALONG THE NORTH MARGIN OF POLK STREET A DISTANCE OF 67.50 FEET TO THE POINT OF BEGINNING; THENCE N00°28'26"W A DISTANCE OF 100.0 FEET; THENCE N89°20'29"E A DISTANCE OF 67.50 FEET; THENCE S00°28'26"E A DISTANCE OF 100.0 FEET; THENCE S89°20'29"W A DISTANCE OF 67.50 FEET TO THE POINT OF BEGINNING.

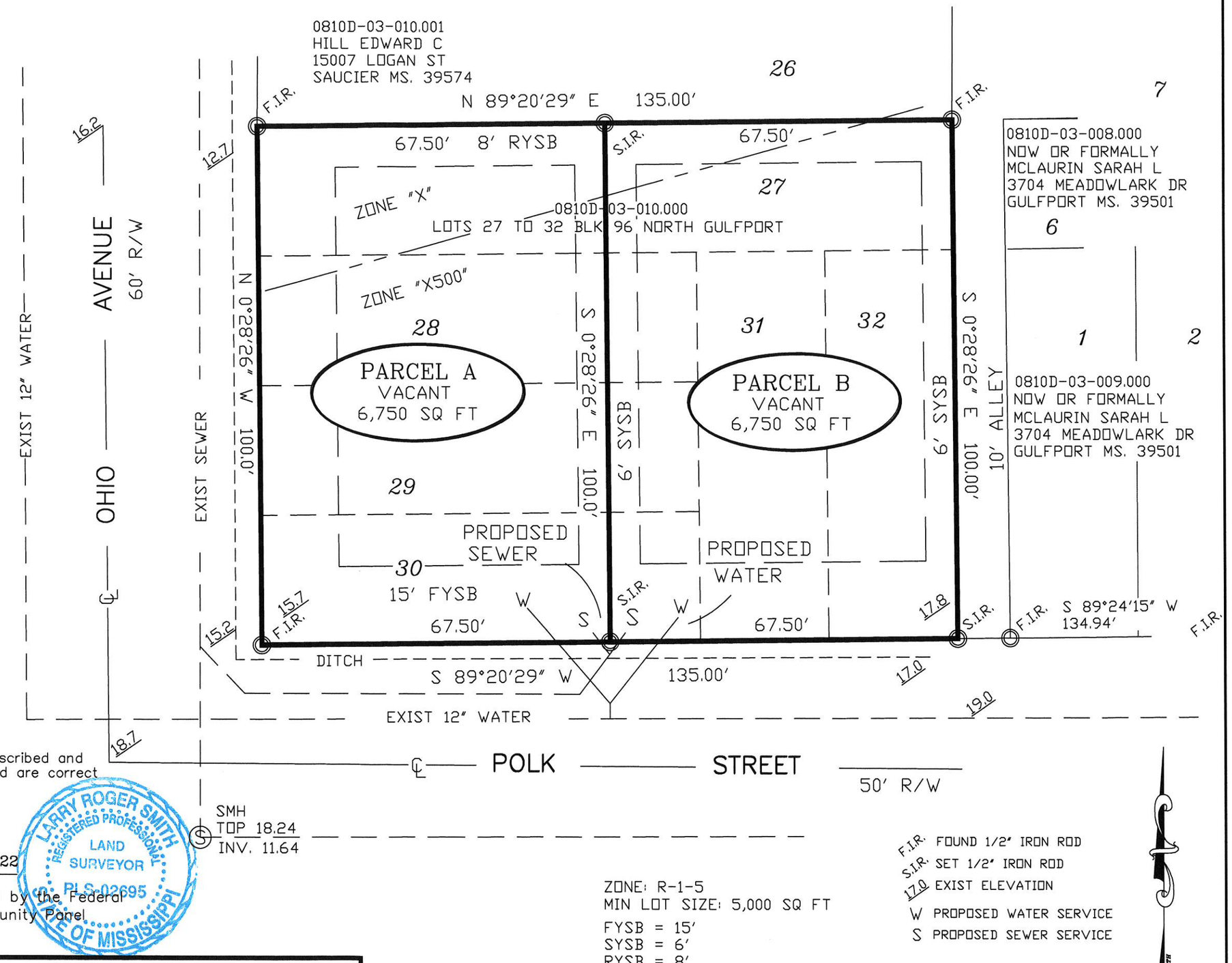
NOTES: This survey was performed without the benefit of a current title search. Property is subject to any/all Easements, Right-of-ways and/or Restrictions on record.

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: 05/16/2022

This property is located in Zone(s) "X", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0261G, revised 06/16/2009



F.I.R. FOUND 1/2" IRON ROD
S.I.R. SET 1/2" IRON ROD
17.0 EXIST ELEVATION
W PROPOSED WATER SERVICE
S PROPOSED SEWER SERVICE

ZONE: R-1-5
MIN LOT SIZE: 5,000 SQ FT
FYSB = 15'
SYSB = 6'
RYSB = 8'

SCALE: 1"=20'
CLASS 'B' SURVEY
Base Bearing by: GPS RTK (NAD 83)

LARRY ROGER SMITH REGISTERED PROFESSIONAL LAND SURVEYOR No. PLS-02695 STATE OF MISSISSIPPI

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

BOUNDARY, TOPOGRAPHIC CONSTRUCTION LAYOUT

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 A Parcel of land, into (2) Parcels A & B. The Subject Property is generally described as being located at the Northeast corner of Polk Street and Ohio Avenue, On file and recorded in Instrument # 2014-0001617-D-J1, in the office of the Chancery Clerk. The ad velorem tax numbers of the subject property is 0810D-03-010.000, The Case File Number is _____

DESCRIPTION -
LOTS 27 TO 32 INC. BLK 96 NORTH GULFPORT SUBDIVISION
FIRST JUDICIAL DISTRICT,
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

DIVIDED INTO PARCELS "A" AND "B" (SEE SHEET 2 FOR LEGAL DESCRIPTION)

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

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:

T&D HOMES LLC OWNER: Thomas McNair
THOMAS MCNAIR

This the 24th day of May, 2022

ACKNOWLEDGEMENT

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

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

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 290631 LESLIE ERVIN Commission Expires April 19, 2025 HARRISON COUNTY

Leslie Ervin
NOTARY PUBLIC
My Commission Expires: April 19, 2025

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 SHEET 3 OF 3

LS LARRY SMITH LAND SURVEYING
105 N. KERN DRIVE
GULFPORT MS. 39503 PHONE: (228) 832-9643

RESUBDIVISION OF PARCELS #07070-01-004.000
AND PARCEL # 07070-01-005.000
DIVIDED INTO TWO PARCELS "A" & "B"
SECTION 32 TOWNSHIP 6 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS.

REVIEWED

SCANNED

J1 - GULFPORT DISTRICT
Instrument 2022-0008506-D-J1
Filed/Recorded 04/13/2022 11:31:01 AM
Total Fees 26.00
2 Pages Recorded

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
New Birth Holy Ministries
a Mississippi Non Profit Corporation
2101 Pass Rd
Gulfport, MS 39501
(228) 263-2256

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantee:
T & D Homes, LLC
a Mississippi limited liability company
16786 Ty Ridge
Gulfport, MS 39503
(228) 617-2158

File No. Z221206S

INDEXING INSTRUCTIONS: **Lots 27 to 32 Inc., Blk. 96, North Gulfport S/D, 1st JD, Harrison County, MS**

STATE OF MISSISSIPPI
COUNTY OF HARRISON
1st JUDICIAL DISTRICT

QUITCLAIM DEED

FOR AND IN CONSIDERATION OF the price and 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, **New Birth Holy Ministries, a Mississippi Non Profit Corporation,** does hereby sell, convey and warrant unto **T & D Homes, LLC, a Mississippi limited liability company**, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lots 27 to 32 Inc., Block 96, North Gulfport Subdivision, as per the official map or plat of record in the office of the Chancery Clerk in the First Judicial District, Harrison County, Mississippi.

No title exam was performed and no title examination was requested. The description used on this deed was provided by the Client. No search was made of public records to determine the accuracy of said description and said attorney, in preparing this deed, has relied, at the request of the Client, on the representation of the Grantor that the description provided is proper and accurate.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantor(s) quitclaims any and all oil, gas, and other minerals owned, if any, to Grantee(s). No mineral search was requested or performed by preparer.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

The Grantee assumes all property taxes for the prior and current years.

WITNESS MY SIGNATURE, on this the 8 day of April, 2022.

New Birth Holy Ministries
a Mississippi Non Profit Corporation

Gayle M. Carter

By: Gayle M. Carter, Incorporator

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **Gayle M. Carter,** the duly appointed Incorporator of **New Birth Holy Ministries, a Mississippi Non Profit Corporation**, who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid company, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 8 day of April, 2022.

(AFFIX SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 293349 JULIE A. FOXWELL Commission Expires Oct. 19, 2025 JACKSON COUNTY

Julie A Foxwell
NOTARY PUBLIC

My commission expires:

DEED ACCEPTED BY:

Thomas C McNair Sr.

T & D Homes, LLC
By: Thomas Curtis McNair, Managing Member

PERMITS/INSP PAYMENT RECPT#: 11301735
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 05/24/22 TIME: 11:32
CLERK: lbarefoot DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 185.00

AMOUNT PAID: 185.00

PAID BY: THOMAS MCNAIR
PAYMENT METH: CHECK
1151
REFERENCE:

AMT TENDERED: 185.00
AMT APPLIED: 185.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	50078	0810D-03-010.000	T&D HOMES LLC C/O THOMAS MCNAIR SR.	16786 TY RIDGE RD	GULFPORT	MS	39503
N			**Adjacent Property Owners (2207PC 129)**				
	87525	0810D-02-063.000	BALL MAE ETTA	5008 INDIANA AVE	GULFPORT	MS	39501
	50031	0810D-03-015.000	BOBO PATRICIA M ETAL	607 RACOVE DR	TUPELO	MS	38801
N	50029	0810D-03-016.000	BOBO PATRICIA M ETAL	607 RACOVE DR	TUPELO	MS	38801
	50077	0810D-03-011.000	BOOSE ROGER SR	14536 MADISON ST	GULFPORT	MS	39501
	50261	0810D-02-032.000	BUCKHALTER PAUL ETAL	5001 OHIO AVE	GULFPORT	MS	39501
N	50262	0810D-02-040.000	BUCKHALTER PAUL ETAL	5001 OHIO AVE	GULFPORT	MS	39503
	50014	0810C-05-010.000	CALDWELL JANET	801 SHIRLEY DR	GULFPORT	MS	39503
	106056	0810D-02-004.001	COLEMAN DYWANA	4569 RIDGEWOOD RD	MEMPHIS	TN	38116
N	102772	0810D-02-005.003	COLEMAN DYWANA	4569 RIDGEWOOD RD	MEMPHIS	TN	38116
	102770	0810D-02-005.001	COLEMAN IRENE	5003 W RAILROAD AVE	GULFPORT	MS	39501
	87538	0810D-03-020.000	CZM COMPANY LLC	9129 PINCH SHOT DR	WINTER GARDEN	FL	34787
	50015	0810C-05-011.000	DAY LETICIA	11334 FAIRFIELD LN	GULFPORT	MS	39503
	87574	0810C-05-009.000	DEAN TOMMY LEE & BESSIE L	2511 TAYLOR ST	GULFPORT	MS	39501
	50267	0810D-02-065.000	DEAN TRICIA	2913 POLK STREET	GULFPORT	MS	39501
	50034	0810D-03-018.000	DUNLAP CURTS	8421 OHIO AVE	GULFPORT	MS	39501
	50240	0810C-06-033.000	FAIRLEY DENNIS J	15456 NORTH FORK RD	GULFPORT	MS	39503
	50032	0810D-03-017.000	FORREST HEIGHTS BAPTIST CHURCH	5215 OHIO AVE	GULFPORT	MS	39501
N	50030	0810D-03-014.000	FORREST HEIGHTS MISSIONARY BAPTIST	5215 OHIO AVENUE	GULFPORT	MS	39501
	50026	0810D-01-009.000	GALLASPY GERLEAN B & CHRISTOPHER T	2614 TAYLOR ST	GULFPORT	MS	39503
	87571	0810C-05-007.000	GRAVES MARY W SMITH -L/E-	P O BOX 2223	GULFPORT	MS	39503
	50263	0810D-02-039.000	GREEN JUDY P	5003 OHIO AVE	GULFPORT	MS	39501
N	50019	0810C-05-015.000	HARRISON CO				0
	50021	0810D-01-005.000	HICKMAN WILLIAM EDWARD C/O PERRY MU	12549 E WORTHAM RD	SAUCIER	MS	39574
N	87575	0810C-05-014.000	HICKMAN WILLIAM EDWARD ETAL C/O PERF	12549 E WORTHAM RD	SAUCIER	MS	39574
	109502	0810D-03-010.001	HILL EDWARD C	15007 LOGAN ST	SAUCIER	MS	39574
	50243	0810D-01-014.000	HOLMES ERIC F	4235 OHIO AVE APT A	GULFPORT	MS	39501
	50025	0810D-01-008.000	HOLT MARY GILLISPIE	5301 E RAILROAD	GULFPORT	MS	39501
	50033	0810D-03-019.000	JACKSON GERTRUDE -EST-	8421 OHIO AVE	GULFPORT	MS	39501
	87507	0810D-02-035.000	JACKSON HOWARD -EST-	5022 OHIO AVE	GULFPORT	MS	39501
	87484	0810D-02-005.000	JOHNSON LOLA	PO BOX 2517	GULFPORT	MS	39505
	50264	0810D-02-038.000	JONES RICH & OPHELIA -EST-	527 25TH STREET	GULFPORT	MS	39507
	50259	0810D-02-034.000	KAPLAN ROSIE S	11430 KATIE DR	PASS CHRISTIAN	MS	39571
	50017	0810C-05-013.000	LAWSON ALEX	4203 INDIANA AVE	GULFPORT	MS	39501
	50252	0810D-02-003.000	LAWSON ALEXANDER	4203 INDIANA AVE	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	50269	0810D-02-064.000	MARKS WILLIAM D	143 BARTHEL AVENUE	GARDENER	MA	1044
	50073	0810D-03-004.000	MCFARLAND CHARLES	P O BOX 568	LONG BEACH	MS	39560
	132980	0810C-05-010.001	MCLAURIN HAZEL -EST-	8423 ARKANSAS AVE	GULFPORT	MS	39501
	87532	0810D-03-009.000	MCLAURIN SARAH L	3704 MEADOWLARK DRIVE	GULFPORT	MS	39501
	50071	0810D-03-006.000	MILLER ANNA B	P O BOX 1307	TEMPLE HILLS	MD	20757
	50028	0810D-03-002.000	MISS TRANSPORTATION COMMISSION C/O F	P O BOX 1850	JACKSON	MS	39215
	50251	0810D-02-004.000	MOORE BEVERLY JEAN	5013 W RAILROAD AVE	GULFPORT	MS	39501
	50022	0810D-01-004.000	NANCE BONNIE	5305 E RAILROAD	GULFPORT	MS	39501
	50016	0810C-05-012.000	NGUYEN HUNG	441 AVE A	MARRERO	LA	70072
	50242	0810D-01-012.000	OWENS BRENIKA	2507 POLK ST	GULFPORT	MS	39501
	50241	0810D-01-013.000	OWENS CARLA	2507 POLK ST	GULFPORT	MS	39501
	50253	0810D-02-001.000	PATTON ARTHUR RAY	8187 MISSISSIPPI AVE	GULFPORT	MS	39501
N	50254	0810D-02-002.000	PATTON ARTHUR RAY	8187 MISSISSIPPI AVE	GULFPORT	MS	39501
	87474	0810D-01-011.000	PEOPLE MISSION BAPTIST CHURCH	5101 ARKANSAS AVE	GULFPORT	MS	39501
N	87572	0810C-05-008.000	PEOPLE MISSION BAPTIST CHURCH	5101 ARKANSAS AVE	GULFPORT	MS	39501
	50075	0810D-03-013.000	PEPPER PROPERTIES LLC	1040 TINA LADNER VIC FAYE RD	PASS CHRISTIAN	MS	39571
	50070	0810D-03-007.000	PITTMAN GREGORY	36010 MEADOWLARK DR	GULFPORT	MS	39501
	50085	0810C-05-005.001	SALVATION ARMY	P.O.BOX 208	BILOXI	MS	39533
N	50013	0810C-05-005.000	SALVATION ARMY	P.O.BOX 208	BILOXI	MS	39533
	50260	0810D-02-033.000	SELIBY BERNICE M -ESTATE-	P O BOX 1298	GULFPORT	MS	39502
	50265	0810D-02-036.000	SMITH WANDA	8261 ARKANSAS AVE	GULFPORT	MS	39501
	50074	0810D-03-003.000	STATE OF MISS 5/24/2018	P O BOX 136	JACKSON	MS	39205
N	87534	0810D-03-012.000	STATE OF MISS 5/24/2018	P O BOX 136	JACKSON	MS	39205
N	50072	0810D-03-005.000	STATE OF MISS 8/26/2013				0
	50069	0810D-03-008.000	T&D HOMES LLC	16786 TY RIDGE RD	GULFPORT	MS	39503
	50268	0810D-02-066.000	TAGALOA KRYSTAL MINGO	522 KENNETH DR EXT	BELLE CHASSE	LA	70037
N	106960	0810D-02-066.001	TAGALOA KRYSTAL MINGO	522 KENNETH DR EXT	BELLE CHASSE	LA	70037
	50244	0810D-01-015.000	TIMS KENDALL	2918 HALCYON TIME TRAIL	HOUSTON	TX	77045
	87614	0810C-06-034.000	TIMS TESSIE & SONIA	9818 CYNTHIA ANN COURT	HOUSTON	TX	77025
	50245	0810D-01-016.000	TIMS TESSIE & SONIA	2918 HALCYON TIME TRAIL	HOUSTON	TX	77045
	50237	0810C-06-035.000	TIMS YVONNE J	8227 ALABAMA AVE	GULFPORT	MS	39501
	50266	0810D-02-037.000	WARD M	210 MAGNOLIA ST	LONG BEACH	MS	39560

2207PC129

Resubdivision



Legend

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

0 30 60 90

Yards

1 inch = 230 feet

N

W E

S

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

RE: Resubdivision 2207PC129, by owner T&D Homes, LLC, tax parcel 0810D-03-010.000, Divide into two new parcels, Zoned R-1-5 (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, July 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/agenda/ then click the City of Gulfport Planning Commission for **Thursday, July 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:
IPL0080719
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
45.00
Payment Type:
Account Billed
User ID:
IPL0018837

ACCOUNT INFORMATION

HARRISON CO DEVELOPMENT IP
12281 INTRAPLEX PKWY
GULFPORT, MS 39503
228-896-5020
mmcgraw@mscoast.org
HARRISON CO DEVELOPMENT

TRANSACTION REPORT

Date
July 8, 2022 12:11:51 PM EDT
Amount:
45.00

SCHEDULE FOR AD NUMBER IPL00807190

July 13, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00807190

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, July 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.

Planning Commission Approval 2207PC122, by owner Jelicia Mallory, tax parcel 0808F-01-001.083, Request for home occupation office use, 12212 Emily Cv, Zoned R-1-10 (Single-family), Ward 7

Resubdivision 2207PC127, by owners Toleado Harper and Grant Curtis, tax parcel 0911D-03-041.000, Divide into two new parcels, 2208 Gulf Ave, Zoned R-2 (Single-family), Ward 3

Resubdivision 2207PC129, by owner T&D Homes, LLC, tax parcel 0810D-03-010.000, Divide into two new parcels, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2207PC130, by agent Linda Shaddix, tax parcels 0711K-04-037.002, 0711K-04-020.000, 0711K-04-037.003, &0711K-

04-037.004, Requests to rezone from R-1-7.5 (Single-family) to R-2 (Single-family), 1423 JoEllen Cir, Ward 1
Planning Commission Approval 2207PC131, by owner Misty & Calvin Stevenson, tax parcel 0808D-03-069.000, Request home occupation for a medical care use, 15377 Pinewood Ct, Zoned R-1-10 (Single-family), Ward 7
Zoning Map Amendment 2207PC132, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908E-01-001.000, and 0908E-01-001.001, Requests to rezone from R-1-10 & R-1-7.5 (Single-family) to T4+ (General Urban Zone "Plus"), Ward 6
General Plan 2207PC133, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908D-01-015.000, 0908E-01-001.000, 0908C-01-001.000, Approval of General Plan for 42-lot and 7-outparcel subdivision (Forest Ridge Phase 2), Zoned R-1-15 (Single-family), R-1-7.5 (Single-family) & T4+ (General Urban Zone "Plus"), Ward 6
Zoning Map Amendment 2207PC135, by owner Qi Lu, tax parcel 0908M-01-001.000, Request to rezone from R-1-10 (Single-family) to B-2 (General Business), 13283 Dedeaux Rd, Ward 5
This the 7th day of July 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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CITY OF GULFPORT PLANNING COMMISSION

2207PC129

TRANSCRIPT OF HEARING

July 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 JULY 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
GARLON PEMBERTON
HAROLD SPANN
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERTON
MATILDA WELCH
CHRISTINE HIGHSMITH
LESLIE ERVIN

3. Resubdivision 2207PC129

MS. FEATHERTON: Item 3, Resubdivision 129, has been duly and timely noticed as required by law. The applicant requests to divide into two new parcels zoned R-1-5 single family, Ward 3. A copy of the packet considered is hereby offered to the record.

MR. WILLIAMS: Thank you.

Do we have someone here to speak for this case?

MR. MCNAIR: Good evening. My name is Thomas McNair, 16786 Ty Ridge Road, Gulfport, Mississippi 39503.

MR. WILLIAMS: So just tell us quickly what you're looking at doing here.

MR. MCNAIR: I'm just going to subdivide it in two lots, two separate lots, and put two houses on them. Fairly simple.

MR. WILLIAMS: All right.

Commissioners, any questions of the applicant? As he said, I think it's fairly routine, fairly simple.

All right. If something comes up, we'll bring you back up. Okay. Thank you.

Anyone else here to speak for the case?

Anyone here to speak against it or have any questions on it?

Commissioners, any questions for the staff? Or a motion.

MR. HANCOCK: Mr. Chairman, I move we approve Case File Number 2207PC129 with conditions.

MR. WILLIAMS: Thank you. I have a motion to approve with any conditions stated.

Do I have a second?

MR. JONES: Second.

MR. WILLIAMS: Any further discussion? If not, all those in favor say aye. Any opposed to it?

It's been approved. Thank you.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2207PC129

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 3 pages constitute a true and correct transcription of said hearing held on the 28th day of July 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 4th day of August 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: September 20, 2022

Re: General Plan - approval of a 177-Lot 9- outparcel subdivision (The Great Southern Subdivision) - located at 2000 Beach Boulevard - Case # 2207PC126 - Ward 2 - With Appeal.

General Plan 2207PC126, by agent ArborSites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: September 9, 2022

Re: Appeal: Planning Commission Approval

General Plan 2207PC126, by agent Arbor Sites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: Mr. Spann

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

Action: Motion carried 4-3

Speaking for the Petition:

1. Dennis Stieffel
2. Don Parker
3. Virgil Gillespie

Speaking against the Petition:

1. Michael Ryan
2. Tim Holleman
3. Shirley Godsey
4. Ken Kroupa

5. Richard Johnson
6. Ellis Hill
7. Benjamin Simms
8. Robert Pyle
9. Margaret “Meg” Weatherly
10. Jack Krongard
11. John Douglas
12. William Carrell
13. John Olsen
14. Clarence McDaniel
15. Roger Brokaw
16. Carolyn Miller
17. John Godsey
18. Beth Kroupa
19. Larry Horton,
20. William Weatherly
21. Cheryl Lovelace
22. Patricia Wilson
23. Kristin Greger
24. Michael Schmalzel

On June 23, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for September 20, 2022.

Technical Report

General Plan
(The Great Southern Subdivision)

GENERAL INFORMATION

Case File Number: 2207PC126

Hearing Date: June 23, 2022

Current Zoning/Use: R-1-7.5 / Golf course

Legal: General Plan 2207PC126, by agent ArborSites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 177-lot, 9-outparcel, 50.56-acre residential subdivision, named The Great Southern Subdivision. This new subdivision is a redevelopment of The Great Southern Golf Course located in the Great Southern and College Park Neighborhoods.

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. This particular proposal has properties ranging from 7,500 to 17,952 square feet. Without running statistics, it appears the vast majority of the lots are less than 8,500 square feet.

Conversations with the City Tree Advisor (who is unavailable for written comment at the time of the report) indicated that the protected trees on lots 111-112 and 118-119 are going to be in the way of home construction and this location may be better preserved with a park.

Subdivision regulations require a multitude of items for development and this project meets and does not meet several of them.

A. Meets:
    a. Lot sizes
    b. Lot access to planned public roads
B. Does not meet:
    a. Street names not consistent with standards. Article III (9-50)(A)(8)
        i. Change Arbor Lane Drive has double suffix similar to Arbor Street Avenue. Correct to a singular ending. Possibilities include:
            1. Arbor Way
            2. Arbor Avenue
            3. Arbor Trail.
        ii. The north end of Arbor Land Drive heading east needs a separate name.
    b. Street layout does not provide for future projection into un-subdivided lands to provide convenient circulation to the northern property. Article III (9-50)(B)(1)
    c. Right-of-way width not 60 feet. Article III (9-50)(B)(13)

d. Private Clubhouses and parks are not allowed by chart of permitted uses in R-1-7.5. Appendix A. Sec III (D)(3)
e. Setbacks shown as typical do not meet city standards or corner lots. Appendix A. Sec IV (K)(2)
f. This project does not incorporate natural features and trees preservation into the project development. Supplementary Design Standards Appendix A Sec. IV (E) (2)

The proposed parcels are located adjacent to city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant provides draft covenants for this development.

EXECUTIVE SUMMARY

With this project having a great historical presence in the city and surrounding neighborhoods, it is understandable to have reservations about the redevelopment proposal for a new subdivision. Between the subdivision regulations and the zoning regulations, this property is allowed to be redeveloped with specific conditions being met. Further, the Planning Commission can grant waivers to specific subdivision requirements on the basis of a hardship. Review of this project found several conditions that conflict with the subdivision requirements with no submitted substantial justification for hardship when compared to the proposal and site. Additionally, there are several issues with the zoning regulations that need to be addressed to satisfy the proposed project. The Planning Commission should proceed with caution when reviewing this project, and let the applicant substantiate their hardships to the Commission before approving or tabling for revisions.

Any approval should consider these conditions:

1. Show lot width at the building setback line for lots less than 60 feet wide. Specific examples include lots 41-43, 99-102, and 118
2. Street names not consistent with standards. Article III (9-50)(A)(8)
    a. Change Arbor Lane Drive has double suffix similar to Arbor Street Avenue. Correct to a singular ending. Possibilities include:
        i. Arbor Way
        ii. Arbor Avenue
        iii. Arbor Trail
    b. The north end of Arbor Land Drive heading east needs a separate name.
3. Consideration for tree preservation on lots111-112 and 118-119 with a public park or other approvable amenity.
4. All signage & striping shall meet the current City of Gulfport construction standards and the current edition of the MUTCD.
5. Provide construction plans at time of permitting.
6. Must comply with the current Edition of the Building Codes and City of Gulfport Ordinances.

Technical Report

General Plan
(The Great Southern Subdivision)

DEPARTMENTAL CONDITIONS

Engineering:	No comments as of 6/15/22.
Public Works:	Conditions: provide construction plans at time of permitting. Memo dated 06/13/22.
Traffic and Safety:	Conditions: all signage & striping shall meet the current City of Gulfport construction standards and the current edition of the MUTCD. Memo dated 06/13/22.
Building Code Services:	Conditions: Must comply with the current Edition of the Building Codes and City of Gulfport Ordinances. Memo dated 06/06/22.
GIS:	No conditions. Memo dated 06/14/22.
Police Department:	No conditions. Memo dated 06/14/22.
Fire Department:	No conditions. Memo dated 06/10/22.
City Arborist:	No comments as of 6/15/22.

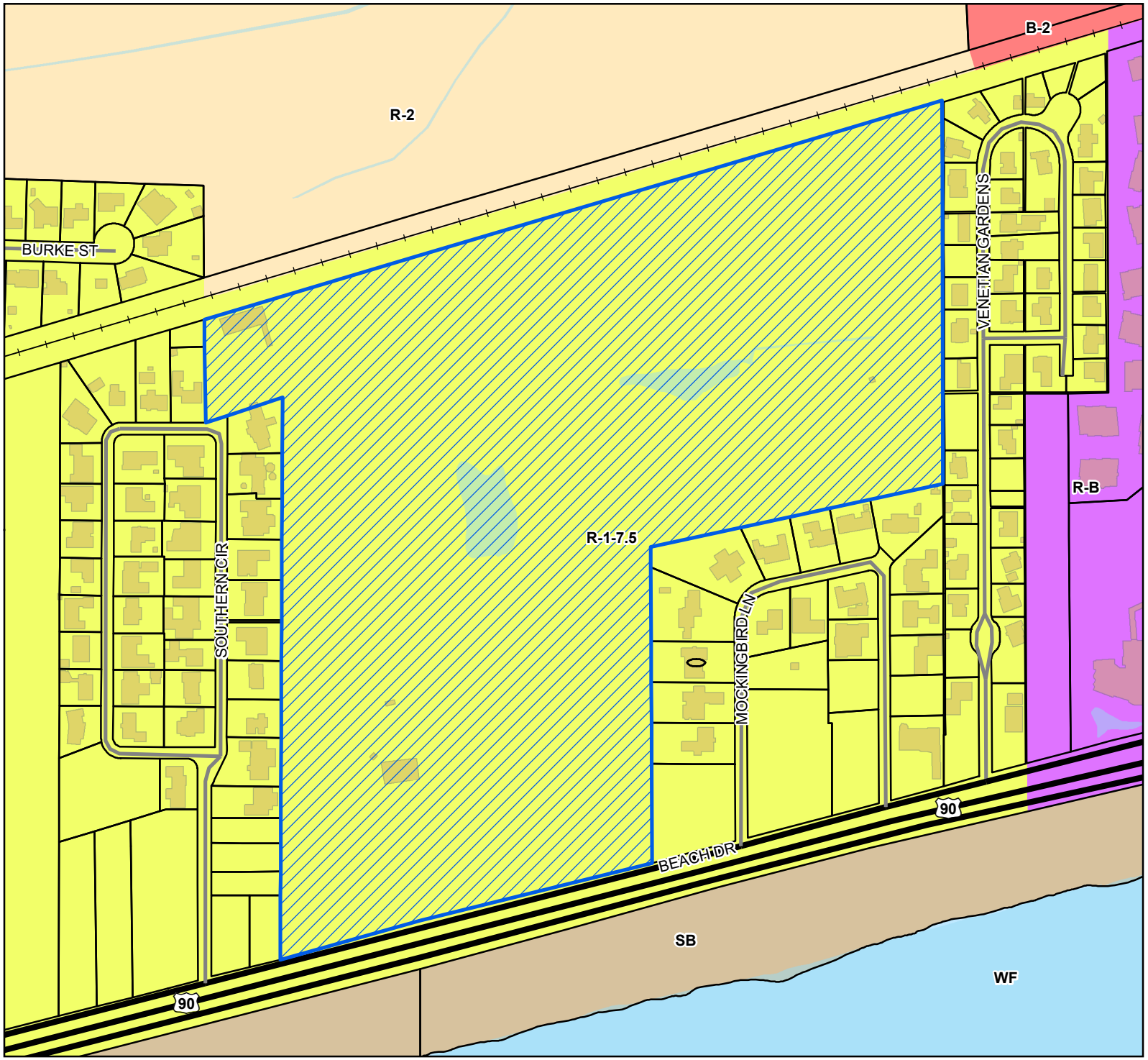
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

2207PC126

General Subdivision Plan



Site
US or State Highway
Street
Railroad
Parcels
Buildings
Water Features

Zoning

B-2 - General Business District

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

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

R-B - Residence-Business District

SB - Sand Beach

WF - Water Front

Site Information

1010P-03-038.000
Zoning: R-1-7.5 (Single-Family Residence)
Size: 59.6 acres
Flood: X

0 50 100 150
Yards
1 inch = 340 feet

N
W E
S

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
	21290	1010P-03-038.000	ARBOR SITES LLC	4910 NORTH MONROE ST	TALLAHASSEE	FL	32303
N	21293	1010I-01-078.000	ARBOR SITES LLC	4910 NORTH MONROE ST	TALLAHASSEE	FL	32302
			DENNIS STIEFFEL & ASSOCIATES, INC.	13061 SHRINERS BLVD., SUITE C	BILOXI	MS	39532
N			**Adjacent Property Owners**				
	21246	1010I-01-092.000	205 GULFPORT MRP LLC C/0 WHITESTAR AD	902 CLINT MORE RD STE 104	BOCA RATON	FL	33487
	124465	1010P-01-006.002	2252 BEACH LLC	P O BOX 1380	OCEAN SPRINGS	MS	39564
N	124464	1010P-01-006.001	2252 BEACH LLC	P O BOX 1380	OCEAN SPRINGS	MS	39566
	102598	1010P-01-004.001	A & H CORP	1714 PASS RD	BILOXI	MS	39531
	25175	1010O-02-036.000	ANDERSON JANIS J -TRUSTEE	330 SOUTHERN CIR	GULFPORT	MS	39501
	31870	1010P-03-029.000	ANDERSON ROY III	4900 COURTHOUSE RD	GULFPORT	MS	39507
	35635	1010P-01-013.000	ASCOT DEVELOPMENT COMPANY INC	1904 LAKELAND DR	JACKSON	MS	39216
	25179	1010O-02-019.000	BERTUCCI FELIX J III	282 SOUTHERN CIR	GULFPORT	MS	39507
	35624	1010P-01-022.000	BLACK GENE MARIE & STEPHEN CASWELL	296 VENETIAN GDNS	GULFPORT	MS	39507
	82144	1010O-01-002.013	BLACK MARY-KATHERINE	2418 BURKE STREET	GULFPORT	MS	39507
	35623	1010P-01-024.000	BOND MARK E	288 VENETIAN GARDENS	GULFPORT	MS	39507
	35611	1010P-03-006.000	BOUISSEY GARY L	219 VENETIAN GARDENS	GULFPORT	MS	39507
	35632	1010P-01-010.000	BRIGGS GARY	P O BOX 1538	CORINTH	MS	38834
	35616	1010P-03-001.000	BROKAW ROGER B	245 VENETIAN GARDENS	GULFPORT	MS	39507
	35646	1010P-01-026.000	BROKAW ROGER B & BRANTLEY A	245 VENETIAN GARDENS	GULFPORT	MS	39507
	35604	1010P-03-010.000	BROTHERTON TONY J	143 VENETIAN GARDENS	GULFPORT	MS	39507
	35633	1010P-01-011.000	BRYANT RAYBION	132 VENETIAN GARDENS	GULFPORT	MS	39501
	82147	1010O-01-002.016	BULEY DONALD W & KAREN C	2412 BURKE STREET	GULFPORT	MS	39507
	82139	1010O-01-002.008	BUSBY BARBARA A ETAL	2415 BURKE STREET	GULFPORT	MS	39507
	82148	1010O-01-002.017	CALDWELL VIRGINIA CLAIR & JAMES BYR	980 COURTHOUSE RD	GULFPORT	MS	39507
	35642	1010P-01-029.000	CARROLL DORIS M -TRUST-	232 VENETIAN GARDENS	GULFPORT	MS	39507
	35613	1010P-03-004.000	CARTER DONNELL B	223 VENETIAN GARDENS	GULFPORT	MS	39507
	31872	1010P-03-027.000	CHAUVIN HOLLY PAULETTE & GREENE RON	15213 SUNSET DR	GULFPORT	MS	39503
	82138	1010O-01-002.007	CLARK BRANDON LEIGH	2413 BURKE STREET	GULFPORT	MS	39507
	82134	1010O-01-002.003	CLARKE JULIA M	2405 BURKE ST	GULFPORT	MS	39507
	35615	1010P-03-002.000	COAST HOLDINGS LLC	945 SAVANNAH PLACE	GULFPORT	MS	39507
	31886	1010P-03-032.000	COLEMAN CECIL C & DOROTHY R	18 MOCKINGBIRD LN	GULFPORT	MS	39507
	25160	1010O-02-016.000	CONN JOSEPH O & CYNTHIA T	262 SOUTHERN CIRCLE	GULFPORT	MS	39507
	35647	1010P-01-025.000	COTMAN THEODORE SCOTT & BONNIE JEAN	285 VENETIAN GARDENS	GULFPORT	MS	39501
	104851	1010O-02-047.002	COX ELIZABETH STEWART	133 SOUTHERN CIR	GULFPORT	MS	39507
	35628	1010P-01-019.000	CROWLEY GLENN W & JOY R	318 VENETIAN GARDENS	GULFPORT	MS	39507
	31873	1010P-03-026.000	CRUTHIRDS DOUGLAS C & JULIE P	5 MOCKINGBIRD LN	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	144212	1010P-03-026.001	CRUTHIRDS DOUGLAS C & JULIE P	5 MOCKINGBIRD LN	GULFPORT	MS	39503
	25152	1010O-02-007.000	CUEVAS RONALD DALE & PATRICIA P	144 SOUTHERN CIRCLE	GULFPORT	MS	39507
	35649	1010P-01-031.000	DAHL JACK RICHARD ALAN JR & CHRISTI	9343 MERRY WOOD DR	LELAND	NC	28412
	31884	1010P-03-015.000	DAVI JENNIFER	2082 BEACH BLVD	GULFPORT	MS	39507
	35626	1010P-01-021.000	DAVIS LARRY & HOYT WILL	30 SYCAMORE RD	CARRIERE	MS	39426
	35648	1010P-01-032.000	DEARMAN RONALD S & SANDRA	293 VENETIAN GARDEN	GULFPORT	MS	39507
	25180	1010O-02-020.000	DELK C DAVID	288 SOUTHERN CIR	GULFPORT	MS	39507
	82141	1010O-01-002.010	DUNLAP REYNAULD E -EST- & CAROLYN R	2419 BURKE ST	GULFPORT	MS	39507
	25163	1010O-02-040.000	FAERBER DONALD EDWARD -ESTATE-	247 SOUTHERN CIRCLE	GULFPORT	MS	39507
	35612	1010P-03-005.000	FAYARD MELANIE	221 VENETIAN GARDENS	GULFPORT	MS	39507
	25153	1010O-02-008.000	FLOYD EVELYN P	200 SOUTHERN CIR	GULFPORT	MS	39507
	35622	1010I-02-006.000	FONTENOT STEVEN M	P O BOX 73827	METAIRIE	LA	70033
	83991	1010P-03-030.000	FPIR REALTY LLC	1875 I ST NW SUITE 500	WASHINGTON	DC	20005
N	124754	1010P-03-030.001	FPIR REALTY LLC	18111 PROCTOR ST	HOUSTON	TX	77038
	141120	1010P-01-028.001	FRANKS HUEY J & PATSY -TRUSTEES-	240 VENETIAN GARDENS	GULFPORT	MS	39507
N	35645	1010P-01-027.000	FRANKS HUEY J & PATSY M -TRUSTEES-	240 VENETIAN GARDENS	GULFPORT	MS	39507
	25162	1010O-02-039.000	GASTON MICHAEL WELD & JUDY COOK	251 SOUTHERN CIRCLE	GULFPORT	MS	39507
	35600	1010P-03-013.000	GODSEY SHIRLEY M -L/E-	123 VENETIAN GARDENS	GULFPORT	MS	39507
	82146	1010O-01-002.015	GOODNIGHT GEORGE L & THERESA L	2414 BURKE STREET	GULFPORT	MS	39507
	35634	1010P-01-012.000	GORMAN LISA J & GEORGE BERRY II	140 VENETIAN GARDENS	GULFPORT	MS	39501
	35620	1010I-02-008.000	GREGER MARCIA	271 VENETIAN GARDENS	GULFPORT	MS	39507
	21238	1010P-01-007.000	GULF CONDOS LLC	5075 LEESWAY TERRACE	PENSACOLA	FL	32504
N	25195	1010O-02-017.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	84021	1010O-03-001.000	GULFPORT CITY OF	P O BOX 76	JACKSON	MS	39205
N	83987	1010P-02-001.000	GULFPORT CITY OF -BEACHES-	234 VENETIAN GARDENS	GULFPORT	MS	39501
	25186	1010O-02-026.000	HANNA HUGH BOYD JR & ELIZABETH LANE	335 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25189	1010O-02-029.000	HANNUM BOB & DEBBIE	351 SOUTHERN CIRCLE	GULFPORT	MS	39507
	35640	1010P-01-018.000	HARPOLE EDWIN B & JOYCE A	322 VENETIAN GARDENS	GULFPORT	MS	39507
	25191	1010O-02-047.000	HERCHENHAHN JERRY T & CHERIE M	45 HARDY CT STE #260	GULFPORT	MS	39507
	31876	1010P-03-023.000	HILL ELLIS D & MARTHA LYNN	8 MOCKINGBIRD LANE	GULFPORT	MS	39507
	82151	1010O-01-002.020	HOLDEN DENTON E & TOSHIKO	2404 BURKE STREET	GULFPORT	MS	39507
	31878	1010P-03-021.000	HORTON LARRY C & RITA M	10 MOCKINGBIRD LN	GULFPORT	MS	39507
	25154	1010O-02-009.000	HUTH GEORGE II	110 MARIKESH DRIVE	DALPHNE	AL	36526
	82149	1010O-01-002.018	ISBELL TIMOTHY T & JUDY D	2408 BURKE ST	GULFPORT	MS	39507
	21230	1010P-01-004.000	J & R PROPERTIES & SALLOUM PROPERTI	P O BOX 1176	GULFPORT	MS	39502
	25177	1010O-02-037.000	JENNER CHRISTIE ELLEN	306 SOUTHERN CIR	GULFPORT	MS	39507

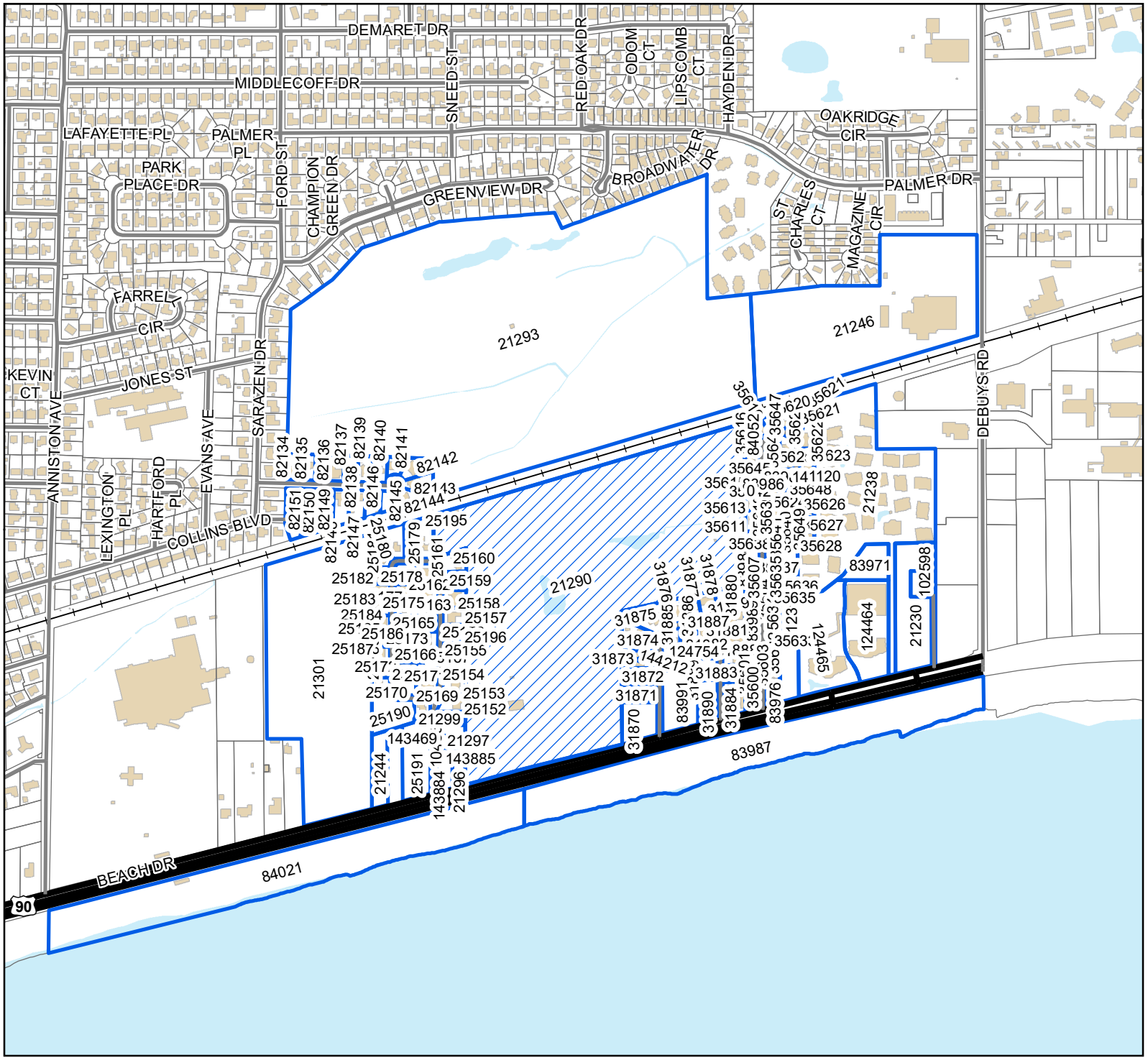
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	25173	1010O-02-034.000	JOHNSON RACHEAL L	334 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25181	1010O-02-021.000	JONES DAVID W	291 SOUTHERN CIR	GULFPORT	MS	39507
	31877	1010P-03-022.000	JONES DEBORAH	9 MOCKINGBIRD LN	GULFPORT	MS	39507
	82142	1010O-01-002.011	JONES EDWARD A & USA -L/E-	2421 BURKE ST	GULFPORT	MS	39507
	83980	1010P-01-022.001	KERNE EARL MICHAEL	294 VENETIAN GARDENS	GULFPORT	MS	39507
	25183	1010O-02-023.000	KILPATRICK LARRY E JR & LAURA F	325 SOUTHERN CIR	GULFPORT	MS	39507
	21296	1010O-02-002.000	KRONGARD JOHN J & KELLY M	2124 SW 43RD TERRACE	CAPE CORAL	FL	33914
	31874	1010P-03-025.000	KROUPA KENNETH J & BETH A	6 MOCKINGBIRD LN	GULFPORT	MS	39507
	25158	1010O-02-014.000	LAMEY NANCY	246 SOUTHERN CIRCLE	GULFPORT	MS	39503
	25187	1010O-02-027.000	LANGLOIS ROBERT HENRI JR	337 SOUTHERN CIRCLE	GULFPORT	MS	39507
	82150	1010O-01-002.019	LEE KATHRYN & LEE MICHELLE	2406 BURKE ST	GULFPORT	MS	39507
	83971	1010P-01-006.000	LEGACY CONDOMINIUMS AT GULFPORT HOI	2230 BEACH DR	GULFPORT	MS	39507
	25182	1010O-02-022.000	LESLIE ANN GWIN -TRUSTEE-	323 SOUTHERN CIRCLE	GULFPORT	MS	39507
	82135	1010O-01-002.004	LOPOSSER CANDICE R & CHRISTOPHER G	2407 BURKE ST	GULFPORT	MS	39507
	31883	1010P-03-016.000	LOVELACE CHERYL A	14 MOCKINGBIRD LN	GULFPORT	MS	39507
	35601	1010P-03-012.000	LOVELACE CHERYL H	14 MOCKINGBIRD LN	GULFPORT	MS	39507
N	31882	1010P-03-017.000	LOVELACE CHERYL H	14 MOCKINGBIRD LN	GULFPORT	MS	39501
	35627	1010P-01-020.000	MADDOX RICKY H SHIRLEY L	314 VENETIAN GARDENS	GULFPORT	MS	39507
	35619	1010I-02-009.000	MARTIN FRED W	P O BOX 1896	PURVIS	MS	39475
	35621	1010I-02-007.000	MATTHEWS THOMAS B	P O BOX 178	PASS CHRISTIAN	MS	39571
	84052	1010I-02-010.000	MCCARTY KIRKLAND M & ERICA A	255 VENETIAN GARDENS	GULFPORT	MS	39507
	82137	1010O-01-002.006	MCGUIRE DALTON D & ELIZABETH K	2411 BURKE	GULFPORT	MS	39507
	82140	1010O-01-002.009	MCNEILL HOWARD F JR & DIANA K	2417 BURKE STREET	GULFPORT	MS	39507
	25165	1010O-02-042.000	MILLER EDWARD O & S DIANE	233 SOUTHERN CIR	GULFPORT	MS	39507
	31879	1010P-03-020.000	MILLER JOHN H & CAROLYN M	11 MOCKINGBIRD LANE	GULFPORT	MS	39507
	83976	1010P-01-009.000	MILLET LEANDRE M & COURTNEY	P O BOX 1723	LAPLACE	LA	70069
	21239	1010P-01-008.000	MITCHELL JOSEPH R -ESTATE-	#9 KEYSER LANE	GULFPORT	MS	39507
	82136	1010O-01-002.005	NAVE THOMAS E & SHERRY N	2409 BURKE AVE	GULFPORT	MS	39507
	25184	1010O-02-024.000	O'CONNOR SYLVIA J	5337 LOST OAK DR	BATON ROUGE	LA	70817
	25178	1010O-02-038.000	OLSEN JOHN KEVIN JR & AMY FORD	304 SOUTHERN CIR	GULFPORT	MS	39507
	25171	1010O-02-032.000	ORR CHARLOTTE C -TRUSTEE-	338 SOUTHERN CIR	GULFPORT	MS	39501
	25161	1010O-02-018.000	PAGAN ADALBERTO GIRON & TERESA R	264 SOUTHERN CIR	GULFPORT	MS	39507
	35625	1010P-01-023.000	PAPAS CICILIA I	290 VENETIAN GARDENS	GULFPORT	MS	39507
	143884	1010O-02-002.001	PENTEK DESIGN BUILD LLC	1139 ORETHA CASTLE HALEY	NEW ORLEANS	LA	70113
	25168	1010O-02-045.000	PICKETT KELLY M	211 SOUTHERN CIR	GULFPORT	MS	39507
	83986	1010P-01-028.000	POAST HELEN	234 VENETIAN GARDENS	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	35603	1010P-03-011.000	POLASEK LISA K	135 VENETIAN GARDENS	GULFPORT	MS	39507
	35638	1010P-01-016.000	PRIESTER SANDRA N & DENNIS R MOUL	210 VENETIAN GARDENS	GULFPORT	MS	39507
	25156	1010O-02-012.000	PUCKETT CAMILLE S	230 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25170	1010O-02-031.000	PURPLE MARTIN REALTY LLC	205 SOUTHERN CIRCLE	GULFPORT	MS	39507
	31885	1010P-03-031.000	RABBITT EDWARD	17 MOCKINGBIRD LAND	GULFPORT	MS	39507
	25172	1010O-02-033.000	RADIX PAMELA A	336 SOUTHERN CIR	GULFPORT	MS	39507
	35636	1010P-01-014.000	RETTIG JOHN C JR & BETSY C	23416 S PINECREST	SAUCIER	MS	39574
	25185	1010O-02-025.000	ROGERS ROSE MARIE	333 SOUTHERN CIR	GULFPORT	MS	39507
	25159	1010O-02-015.000	ROOSA CHRISTOPHER A	256 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25166	1010O-02-043.000	RUSSO ROBERT G SR & MARA F	225 SOUTHERN CIR	GULFPORT	MS	39507
	31875	1010P-03-024.000	RYAN MICHAEL C & KERRICK M	7 MOCKINGBIRD LANE	GULFPORT	MS	39507
	31871	1010P-03-028.000	SALLOUM JOSEPH JORDAN	3 MOCKINGBIRD LANE	GULFPORT	MS	39507
	25190	1010O-02-030.000	SAMUEL BARRY -TRUSTEE-	340 VINCENT AVE	METAIRIE	LA	70005
N	21244	1010O-02-049.000	SAMUEL BARRY -TRUSTEE-	340 VINCENT AVE	METAIRIE	LA	70005
	25157	1010O-02-013.000	SANDERS BETTY COATS	244 SOUTHERN CIRCLE	GULFPORT	MS	39507
	83988	1010P-03-007.000	SETTLE ARDEN A JR	10146 HWY 120	ROBELINE	LA	71469
	35639	1010P-01-017.000	SETTLE BILLIE SUE	10146 HWY 120	ROBELINE	LA	71469
	35637	1010P-01-015.000	SLAY JOHN & JOANNA NYGARD	6400 TANNER WILLIAMS RD	LUCEDALE	MS	39452
	82143	1010O-01-002.012	SMITH FLOYD J	19589 JUNIPER DR	SAUCIER	MS	39574
	35607	1010P-03-008.000	SMITH PHYLLIS M	161 VENETIAN GARDENS	GULFPORT	MS	39507
	25155	1010O-02-010.000	SPARKS TEFFANIE EVE	220 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25196	1010O-02-011.000	STATE OF MISS	TAX SALE 2009			0
	82145	1010O-01-002.014	SULLIVAN PATRICK R	2416 BURKE STREET	GULFPORT	MS	39507
	31890	1010P-03-036.000	TAYARA WAKKAS	7059 GREENVIEW COVE	PASS CHRISTIAN	MS	39571
	35641	1010P-01-030.000	TEBOR HOLLI M	230 VENETIAN GARDENS	GULFPORT	MS	39507
	31888	1010P-03-034.000	TINDELL SEAN	20 MOCKINGBIRD LANE	GULFPORT	MS	39507
	31889	1010P-03-035.000	TINDELL SEAN J	20 MOCKINGBIRD LANE	GULFPORT	MS	39501
	31887	1010P-03-033.000	TOWNSEND JERREL R & DEBRA K	19 MOCKINGBIRD LN	GULFPORT	MS	39507
	25167	1010O-02-044.000	WALLER MARY LOU W ETAL	217 SOUTHERN CIR	GULFPORT	MS	39507
	83989	1010P-03-009.000	WALTERS JANICE L	157 VENETIAN GARDENS	GULFPORT	MS	39507
	31880	1010P-03-019.000	WARREN GERALD M & PATTYE W	12 MOCKINGBIRD LN	GULFPORT	MS	39507
	21297	1010O-02-004.000	WEATHERLY WALLACE W MD	111 S LEFLORE ST	CLEVELAND	MS	38732
N	143885	1010O-02-002.002	WEATHERLY WALLACE W MD	111 S LEFLORE ST	CLEVELAND	MS	39732
	21299	1010O-02-005.000	WEATHERLY WILLIAM B & CALLEN	140 SOUTHERN CIR	GULFPORT	MS	39507
N	143469	1010O-02-005.001	WEATHERLY WILLIAM B & CALLEN	140 SOUTHERN CIR	GULFPORT	MS	39507
	25169	1010O-02-046.000	WIECK TERESA M & MARTIN JEFFERY R	205 SOUTHERN CIRCLE	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	21301	1010O-02-050.000	WILLIAM CAREY COLLEGE				0
	31881	1010P-03-018.000	WILSON PATRICIA K	13 MOCKINGBIRD LN	GULFPORT	MS	39507

2207PC126

General Subdivision Plan



Legend

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

0 130 260 390

Yards

1 inch = 805 feet

N

W E

S

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 GENERAL SUBDIVISION PLAN

For Staff Use Only

Case File #: 2207PC126

Date Received: 5/3/22

Receipt #:

Received By: DD/CL

Zoning: R-1-7.5

Ward: 2 Flood: AE X

Size: 59.6 Acres

Property Information

TAX PARCEL # 1 0 1 0 P – 0 3 – 0 3 8 . 0 0 0

(If necessary, use separate sheet of paper)

Address of Property Involved: 2000 Beach Blvd., Gulfport, MS 39507

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: North side of Hwy 90 between Southern Cirle & Mockingbird Lane

GENERAL DESCRIPTION OF REQUEST:
General Subdivision Plan/construction plan approval for 'The Great Southern Subdivision' (177 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
Arbor Sites, LLC	Dennis Stieffel & Associates, Inc.
Printed Name Of Owner	Printed Name Of Agent
4910 North Monroe St.	13061 Shriners Blvd., Suite C
Mailing Address	Mailing Address
Tallahassee FL 32303	Biloxi MS 39532
City State Zip code	City State Zip code
(850) 656-7667 (850) 545-6816 (cell)	(228) 392-1638 (228) 860-8161 (cell)
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
wgthames@arborproperties.com	dennis@dsaeng.net
Email	Email
Signature Of Owner	**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.

Designation of Agent

I, **Gordon Thames, Member, Arbor Sites, LLC** being owner of the property at **2000 Beach Blvd. (Parcel No. 1010P-03-038.000; 50 ac +/-)** which is the subject of this application hereby authorize **Dennis Stieffel** 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 end acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.

Signature manager - member

Date April 29th 2022

STATE OF ~~MISSISSIPPI~~ Florida, COUNTY OF ~~HARRISON~~ Leon

Given under my hand and seal of office this the day of April 29th, 2022.

Notary Public

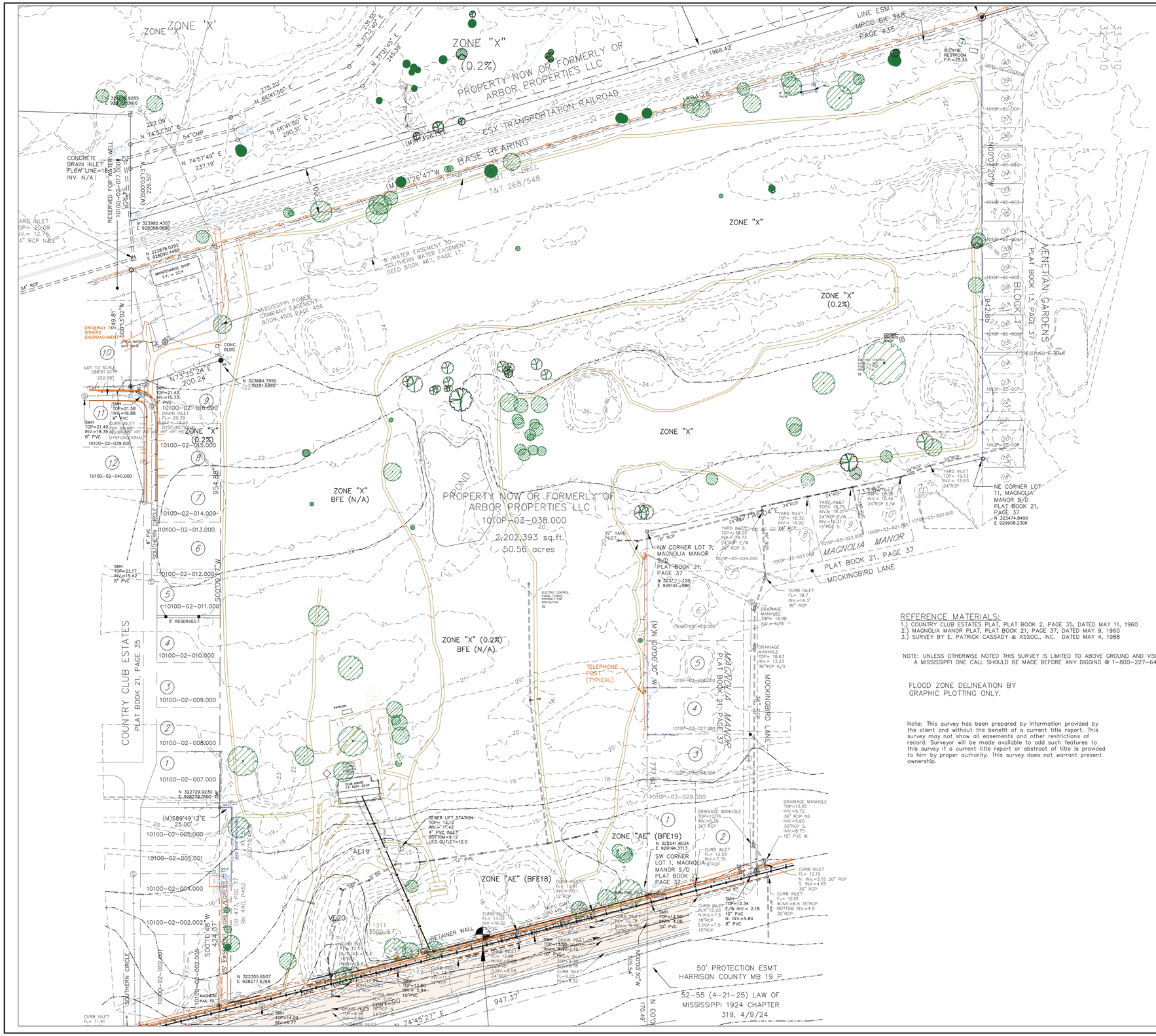
Commission Expiration 7/12/23

JULIE RICH
MY COMMISSION # GG 310854
EXPIRES: July 12, 2023
Bonded Thru Notary Public Underwriters

INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Boundary and Topo Survey
3	Lot and Street Layout
4	Street Sign Plan
5–6	Erosion Control Plan
7	Grading Plan
8	Drainage Plan
9	Drainge Outfall Design
10	Utility Plan
11–18	Plan and Profile Sheets
19–25	Construction Details


Legend
? ?CLUB4 Fitness
? ?Great Southern Golf Club
? ?Rouses Market
Bank
Pass Rd.
Project Site
Debuys Rd.
Southern Dr.
Mockingbird
Great Southern Golf Club
IHOP
Gulf Coast Culinary Institute
Gulf Coast Military Academy
Gulf Coast Women's Clinic
Gulf Coast Medical Center
Gulf Coast Women's Center for Wellness
Gulf Coast Women's Health Center
Gulf Coast Women's Health Specialists
Gulf Coast Women's Specialists
Gulf Coast Women's Specialists
Gulf Coast Women's


ZONE "X"
ZONE "X" (0.2%)
PROPERTY NOW OR FORMERLY OF ARBOR PROPERTIES LLC
CSX TRANSPORTATION RAILROAD
BASE BEARING
(M)S26°26'47"W
1968.42'
1894.28'
LINE ESMT MPCO BK 348, PAGE 435
ESMT S BELL T&T 268/548
RESERVED FOR WATER WELL
CONCRETE DRAIN INLET FLOW LINE=18.0 INV. N/A
MAINTENANCE SHOP F.F. = 22.4
MISSISSIPPI POWER COMPANY EASEMENT BOOK 450, PAGE 456
S. WATER EASEMENT TO SOUTHERN WATER EASEMENT DEED BOOK 467, PAGE 17.
DRIVEWAY TO OTHERS ENCROACHMENT
CONC. BLDG
N73°35'24"E 200.24'
S88°51'22"W 252.68'
NOT TO SCALE
ZONE "X" (0.2%)
ZONE "X" BFE (N/A)
PROPERTY NOW OR FORMERLY OF ARBOR PROPERTIES LLC
1010P-03-038.000
2,202,393 sq.ft.
50.56 acres
954.88'
947.37'
N74°45'27"E
COUNTRY CLUB ESTATES PLAT BOOK 21, PAGE 35
SOUTHERN CIRCLE
MAGNOLIA MANOR PLAT BOOK 21, PAGE 37
MOCKINGBIRD LANE
VENETIAN GARDENS PLAT BOOK 13, PAGE 37
BLOCK 1
ZONE "AE" (BFE19)
ZONE "AE" (BFE18)
SW CORNER LOT 1, MAGNOLIA MANOR S/D PLAT BOOK 21, PAGE 37
N 322541.8034
E 929191.3713
NW CORNER LOT 7, MAGNOLIA MANOR S/D PLAT BOOK 21, PAGE 37
N 323223.1120
E 929191.2880
NE CORNER LOT 11, MAGNOLIA MANOR S/D PLAT BOOK 21, PAGE 37
N 323474.8490
E 929908.2306
50' PROTECTION ESMT HARRISON COUNTY MB 19 P 52-55 (4-21-25) LAW OF MISSISSIPPI 1924 CHAPTER 319, 4/9/24
TELEPHONE POST (TYPICAL)
RETAINER WALL
SEWER LIFT STATION TOP=13.12 INV.= 11.42 4" PVC INLET BOTTOM=9.12 LIFT, OUTLET=12.0
DRAINAGE MANHOLE TOP=12.76 INV.=6.26 36" RCP
DRAINAGE MANHOLE TOP=13.05 INV.=5.72 36" RCP NE. INV.=5.60 30"RCP S. INV.=8.75 15" PVC W.
CURB INLET FL= 12.05 18"RCP
CURB INLET FL= 12.15 N. INV.=5.15 20" RCP S. INV.=4.65 30" RCP
SMH TOP=12.34 E/W INV.= 2.18 10" PVC N. INV.=5.84 8" PVC
CURB INLET FL= 12.01 W.INV.=6.5 15"RCP E BOTTOM INV.=4.0 30"RCP
CURB INLET FL= 18.7 INV.=14.3' 36" RCP
DRAINAGE MANHOLE TOP= 18.98 INV.= N/A
DRAINAGE MANHOLE TOP= 18.63 INV.= 13.23 36"RCP N/S
YARD INLET TOP= 19.13 INV.= 15.63 24"RCP
YARD INLET TOP= 18.32 INV.= 14.92 24" RCP
YARD INLET TOP= 18.71 INV.= 15.21 24"RCP E/W INV.=16.31 15"RCP S.
YARD INLET TOP= 19.03 INV.= 14.73 24"RCP E/W 30" RCP S.
72" YARD INLET
18" RCP
24"RCP
ELECTRIC CONTROL BOX TO POWER POSSIBLY FOR IRRIGATION
PAVILION
GAZEBO
CURB INSIDE F.F. ELEV. 23.34
ASPHALT DRIVEWAY
CONCRETE
AE19
VE20
1311 SQ.FT.
3500 S.F.
SMH TOP=21.58 INV=16.88 8" PVC
SMH TOP=21.49 FL= 20.66 INV=18.39 IN/OUT 8" PVC
CURB INLET TOP=21.43 INV=16.33 8" PVC
CURB INLET FL= 20.39 INV = 18.23 DYSFUNCTIONAL
SMH TOP=21.43 INV=16.33 8" PVC
SMH TOP=21.17 INV=15.42 8" PVC
SMH TOP=14.09 INV=6.77
SMH TOP=13.80 INV=5.84 10" PVC
SMH TOP=13.50 INV=4.08 10" PVC
CURB INLET FL= 12.87 INV.=7.07 12"RCP
CURB INLET FL= 13.00 INV.=10.32 12"RCP
CURB INLET FL= 12.78 INV.= 8.58 12"RCP
CURB INLET FL= 12.53 INV.=8.33 18"RCP
CURB INLET FL= 11.41 INV.=5.9
DRAIN INLET TOP=8.96 INV.=5.96
DRAIN INLET TOP=8.58 INV.=4.33
DRAIN INLET TOP=8.58 INV.=5.58
DRAIN INLET TOP=8.96 INV.=5.96
DRAIN INLET TOP=9.22 INV.=6.33
CURB INLET FL= 11.41 INV.=5.9
CURB INLET FL= 12.53 INV.=8.33 18"RCP
CURB INLET FL= 12.46 N.INV.=8.46 S.INV.=8.58 24"RCP
CURB INLET FL= 11.41 INV.=5.9
CURB INLET FL= 11.41 INV.=5.9
CURB INLET FL= 11.41 INV.=5.9

1"=100'

- 80' Lots - 17
- 70' Lots - 39
- 60' Lots - 121

177 Lots Total

Note:
See Lots 163 and 168
For Building Setbacks

REVISED
DRAWN JGH
CHECKED
DATE January 2022

SHEET TITLE
LOT AND STREET LAYOUT

PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

Dennis Stieffel and Associates, Inc.
Consulting Engineers
13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

SHEET
3

PROJECT NO.
862

ZONE "X"

(0.2%)

ZONE 'X'

Arbor Lane Dr

Shell Tree Ln

Donald Ross Ln

Sea Course Ln

Sand Green Ln

Great Southern Dr

Frontage Road

Mockingbird Lane

Handicap Ramp (Typ.)

NO OUTLET

SPEED LIMIT

STOP SIGN W/ STREET NAME

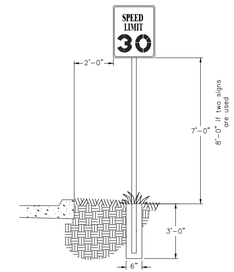
RESERVED 6' WALK

1010P-03-001.000 1010P-03-002.000 1010P-03-003.000 1010P-03-004.000 1010P-03-005.000 1010P-03-006.000 1010P-03-007.000 1010P-03-008.000 1010P-03-020.000 1010P-03-021.000 1010P-03-022.000 1010P-03-023.000 1010P-03-024.000 1010P-03-025.000 1010P-03-026.000 1010P-03-027.000 1010P-03-028.000 1010P-03-029.000

1"=100'

Note:

Street Lighting to be designed and installed by Mississippi Power Company



STREET SIGN INFO:

STOP-R1-1, 30"x30"
SPEED LIMIT-R2-1, 24"x30" (20 MPH)
ONE WAY-R6-1(L) ,36"x12"
KEEP RIGHT-R4-7, 24"x30"
DO NOT ENTER-R5-1, 30"x30"

NOTE:
EXISTING SIGNS CONFLICTING WITH CONSTRUCTION WILL BE REMOVED AND RESET AT THE DIRECTION OF THE ENGINEER.

TYPICAL SIGN INSTALLATION DETAIL

SCALE: N.T.S.

REVISED

DRAWN JDH

CHECKED

DATE January 2022

SHEET TITLE
Traffic Control Plan

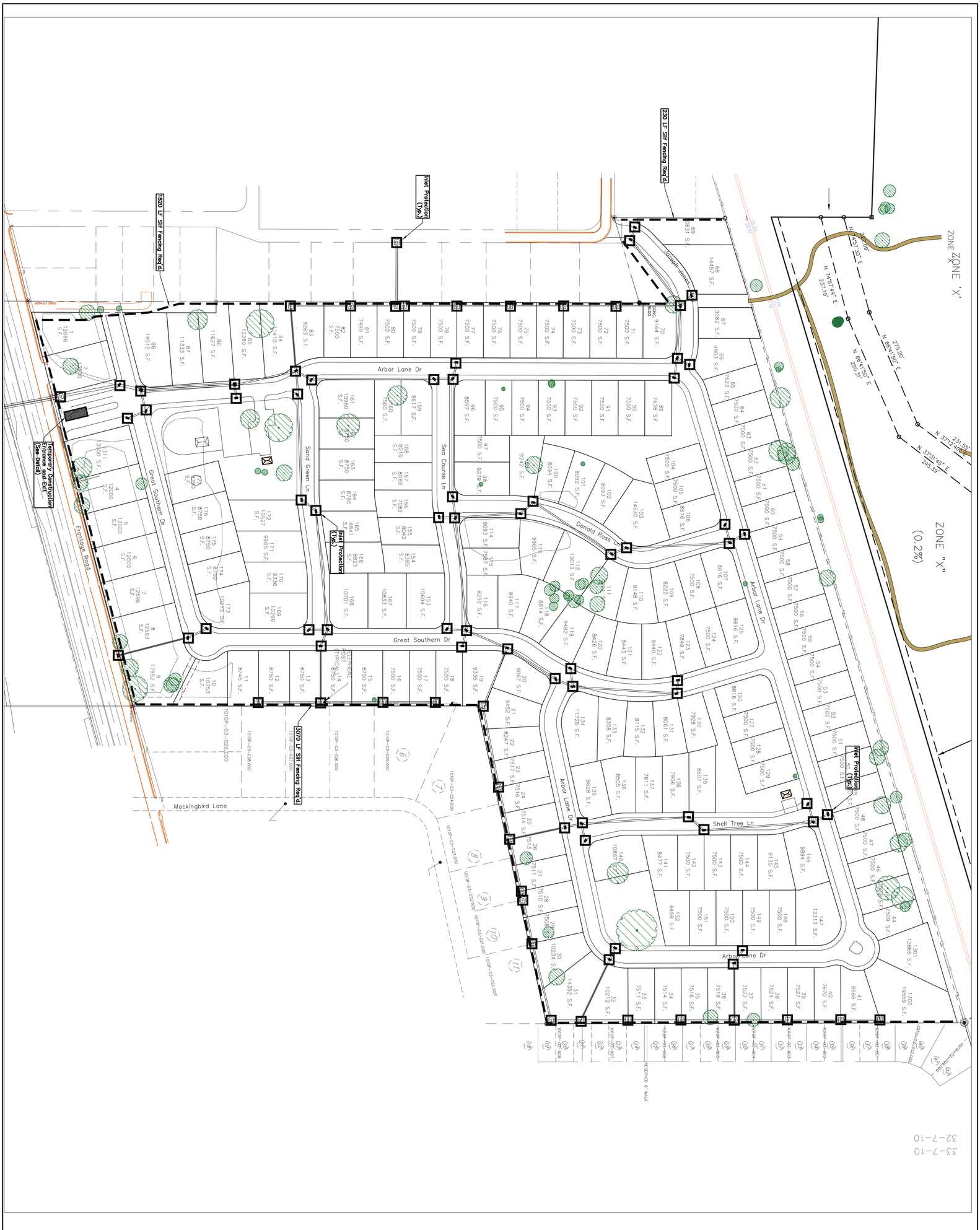
PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

Dennis Stieffel and Associates, Inc.
Consulting Engineers

SHEET 4

PROJECT NO. 862



PROJECT NO. 862	SHEET 5	Dennis Stieffel and Associates, Inc. Consulting Engineers	13061 Shriners Blvd., Suite C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	PROJECT NAME The Great Southern CITY OF GULFPORT, MISSISSIPPI	SHEET TITLE Erosion Control Plan	DATE October 2021	DESIGNED	DRAWN	REVISED

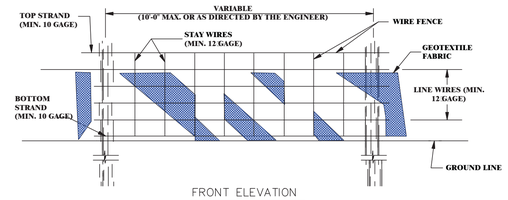
STORM WATER POLLUTION PREVENTION PLAN

MAINTENANCE PLAN:
1) Vegetative buffer zones shall be maintained between land disturbing activities and perennial water bodies or planted vegetated areas. Buffer zones shall provide a minimum 150-ft buffer and shall be no less than 15 feet in width.
2) Vegetative controls shall be initiated no later than the next work day following any clearing, grading, excavating or other land disturbing activities which have temporarily or permanently ceased on any portion of the site and will not resume for a period of fourteen (14) days or more. Vegetative controls shall consist of Bermuda grass or other suitable ground cover grasses which will blend with the native vegetation and provide the desired stabilization and erosion protection. Solid sod may be used in areas prone to erosion due to isolated concentrations of surface drainage.
3) Structural controls shall consist of silt fencing, straw bales, rip-rap and/or erosion matting or some combination thereof at all points of discharge into existing drainage systems. The controls are to be left in place and maintained for the duration of the project. Upon satisfactory stabilization of site, structural controls shall be removed along with any and all silt build-up. Structural controls are to eliminate tracking of sediment in order to prevent any damage to the downstream tributaries or water ways and/or associated wetland areas. Best management practices (BMPs) will be utilized throughout the duration of the construction of the project. Stone-stabilized construction entrances (6" thick and 50' long) will be used to prevent sediment from being tracked onto public roads with tires being washed on an as-needed basis.
4) Inspection of all disturbed areas, erosion, sediment controls and outfalls/discharge points are required after rain events that produce a discharge and at least weekly for a minimum of four (4) inspections per month. Make needed repairs within 24 hours. All accumulated sediment shall be removed from structural controls when sediment deposits reach 1/3 to 1/2 the height of the control. For sediment basins, accumulated sediment shall be removed when the capacity has been reduced by 50%. Replace non-functional silt fence. Maintain all vegetated areas to provide proper ground cover and re-grass, fertilize and mulch as needed. Any silt removed shall be disposed of in nonwetland areas.
5) Topsoil shall be stockpiled and reapplied to disturbed areas at a depth of 2 inches on 3:1 slopes and 4 inches on flatter slopes with an admixture of commercial grade 13-13-13 fertilizer.
6) Heavy equipment use shall be avoided in re-grassed areas. If compaction cannot be avoided, the top 4 inches of the soil bed shall be tilled/scarified before re-vegetation. Any necessary fertilizer or other soil amendments shall be added during the tilling process.
7) Steep slopes that cannot be avoided shall have silt fences for all down slope boundaries (and for those side slope boundaries deemed appropriate by individual site conditions) with the exception of those areas incorporating sediment basins with a calculated volume of run-off from a 2-yr, 24-hr storm or 3,600 cubic feet of storage per acre drained as per the Erosion Control & Drainage Plan. Silt fencing shall be installed at the downstream boundaries of the proposed project to protect areas that are to remain undisturbed.
8) Storm drain inlets that could potentially receive storm water from construction activities shall be protected by surrounding with silt fence until final stabilization has been achieved. Additionally, the lower orifice in the outfall structure shall be temporarily plugged until the completion of the construction of the project.
9) Maintenance of site and all erosion controls will be the Contractor's responsibility during construction and the Home Owner's Association (HOA) post construction with the Municipality having perpetual right of access via easements for emergency purposes.

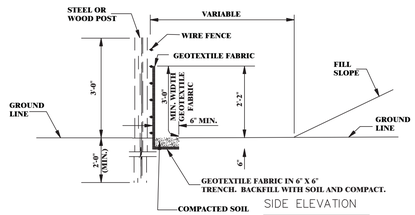
SEQUENCE OF CONSTRUCTION ACTIVITIES:
1) Silt fencing structural controls to be installed prior to any land disturbing activities taking place.
2) Construct construction entrance/exit(s).
3) Construct sedimentation/detention basin(s) with appropriate grassing and/or rip-rap.
4) Rough grade site, construct diversions and drainage ways, stockpile topsoil and install silt fence around stockpile, install utilities, culverts and inlets with associated silt fencing.
5) Install vegetative controls.
6) Construct roadways, drives, parking and buildings.
7) Perform final grading, grassing and landscaping operations.
8) After site is stabilized, remove all temporary measures and any excess sedimentation from basins.

HOUSEKEEPING PRACTICES: All equipment maintenance and repair shall be done off-site. The site is to be cleaned of trash and construction debris on a weekly basis so as to prevent the spreading of such onto adjacent properties. Paints, solvents, fertilizers, and any other potentially toxic materials shall not be stored on site. Portable sanitary facilities will be provided for construction workers. A designated pit area is required near construction entrance(s) for concrete truck wash-out. Site shall be inspected weekly for spills and leaks. Any spills or leaks detected will be immediately cleaned with a dry absorbent material and absorbent oil socks shall be placed around any adjacent drainage inlets. Upon completion of construction, excessive sedimentation and/or pollutants shall be removed from sedimentation basin. Emergency spill kit and telephone shall be available for use for site. Any spills in danger of migrating off-site shall be immediately reported to the National Response Center at (800) 424-8802.

POST CONSTRUCTION/STORM WATER MANAGEMENT MEASURES: The individual lot/site protection plan consists of the installation of sedimentation/detention basin(s), silt fencing, hay bales and/or other erosion/siltation control measures in a continuous band across the downhill side of all disturbed areas including areas adjacent to streets. Under no circumstances will silt laden run-off be allowed to escape the site. Additionally, these requirements are to be an integral part of any sales contracts and recorded covenants for the development. Sedimentation/detention basin(s) are to be thoroughly cleaned of excess sediment after construction. Grassing and/or rip-rap will be placed at concentrated storm water discharge points to prevent erosion from high run-off velocities.



FRONT ELEVATION



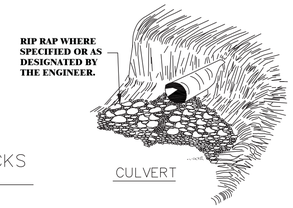
SIDE ELEVATION

1 TEMPORARY SILT FENCING

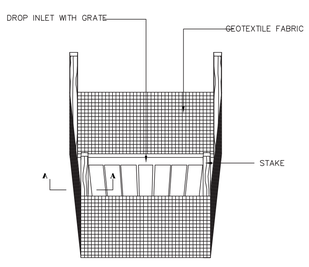
NOTE: 1.) ALL DISTURBED AREAS TO BE SEEDED OR SODDED
2.) SIDE SLOPES OF DETENTION POND TO BE SODDED
3.) SOLID SOD TO BE ADDED 5' BEHIND THE BACK OF CURB FOR THE ENTIRE LENGTH OF ROADWAY
4.) CONTRACTOR RESPONSIBLE FOR KEEPING STREETS CLEAN FROM ANY ACCIDENTAL TRACKING OF DIRT OR SEDIMENT

FALL OF DITCH (%)	DISTANCE* (ft)
0 - 1	100'
1 - 2	50'
>2	25'

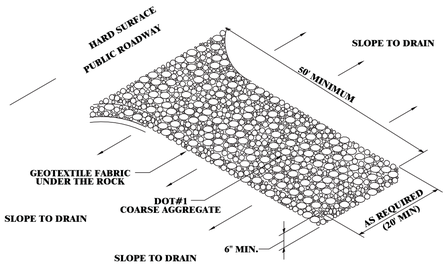
MIN. DISTANCES FOR EROSION CHECKS



CULVERT



SILT FENCE INLET PROTECTION



TEMPORARY CONSTRUCTION ENTRANCE AND EXIT

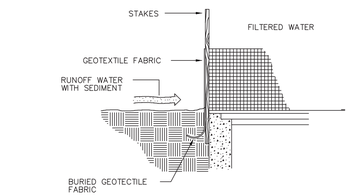
SCALE: N.TS. UPDATED: 4/5/05

GENERAL NOTES:

1. EROSION CONTROL SEQUENCE SHALL BE AS FOLLOWS:
   (A.) SILT FENCING TO PROTECT EXISTING WETLANDS SHALL BE INSTALLED
   (B.) DETENTION POND TO BE CONSTRUCTED
   (C.) SILT FENCING AND HAY BALES TO BE INSTALLED AROUND ALL DRAINAGE STRUCTURES
   (D.) APPROPRIATE EROSION CONTROL STEPS TAKEN TO STABILIZE SIDE SLOPES AND SWALES
   (E.) ALL DISTURBED AREAS TO BE GRASSED EXCEPT WHERE SODDING IS REQUIRED
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION OF ALL EROSION CONTROL MEASURES IN ACCORDANCE TO THE WETLANDS PERMIT NUMBER- SAM-2011-1271-TMC , AND THE D.E.Q. (SWPP) PERMIT NUMBER——— 'SEE CONTRACT DOCUMENTS FOR COPIES OF PERMITS'
3. CONTRACTOR SHALL INSPECT THE INSTALLED EROSION CONTROL ITEMS AT LEAST ONCE EVERY SEVEN-CALENDAR DAYS AND PROVIDE ANY MAINTENANCE REQUIRED TO PREVENT EROSION AND ADVERSE IMPACTS TO RECEIVING STREAMS
4. ENTIRE SITE SHALL BE CLEARED AND GRUBBED UNLESS OTHERWISE NOTED, HOWEVER SPECIAL CARE SHOULD BE TAKEN TO PROTECT ANY ORNAMENTAL TREES THAT COULD REMAIN WITH-IN THIS PROJECT.

SILT FENCE NOTES:

1. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
2. GEOTEXTILE FABRIC SHALL BE A MINIMUM OF 36" IN WIDTH AND SHALL BE FASTENED ADEQUATELY TO THE WIRE AS DIRECTED BY THE ENGINEER.
3. STEEL POST SHALL BE 5'-0" IN HEIGHT AND OF THE SELF-FASTENER ANGLE STEEL TYPE. WOOD POST SHALL BE A MINIMUM OF 5'-0" IN HEIGHT AND 3" OR MORE IN DIAMETER. WIRE FENCE SHALL BE FASTENED TO WOODEN POST WITH NOT LESS THAN 9 GAGE WIRE STAPLES 1" LONG.
4. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATIONS MAY BE USED WITHOUT WIRE FENCE.

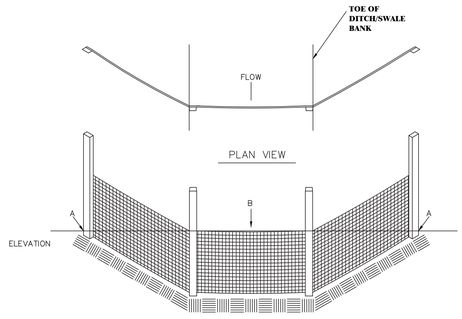


SECTION A-A

TEMPORARY SILT FENCE SWALE & INLET PROTECTION

SCALE: N.TS. UPDATED: 4/5/05

NOTES:
1. SILT FENCE SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BILOXI SPECIFICATION SECTION 907-234 AND OTHER EROSION CONTROL DETAILS.



POINTS A SHOULD BE HIGHER THAN POINT B

SILT FENCE DITCH/SWALE PROTECTION

REVISED
DRAWN JCH
CHECKED
DATE October 2021

SHEET TITLE
Erosion control Plan

PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

Dennis Stieffel and Associates, Inc.
Consulting Engineers
13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

SHEET
6

PROJECT NO.
862

ZONE "X"

ZONE "X"

(0.2%)

1"=100'

CONCRETE DRAIN INLET FLOW LINE=18.13 INV. N/A

54" CMP

54" RCP

YARD INLET TOP= 20.09 INV.= 12.76 54" RCP N&S

54" RCP

NCTION BOX P = 19.98 /. = 11.23 " RCP N, E. W

DRIVEWAY TO OTHERS ENCROACHMENT

CONC. BLDG

CURB INLET FL= 20.68 INV.=12.0 DYSFUNCTIONAL

DRAIN INLET FL= 20.39 INV.= 19.23 DYSFUNCTIONAL

Fill to 21.0

Fill to 21.0

Fill to Elev. 17.0

Fill to Elev. 17.0

Fill to 17.0

RESERVED C WAIR

CURB INLET FL= 11.41 INV. N/A

CURB INLET FL= 12.53 W.S INV.= 18"RCP W.INV=8.9 12"RCP

CURB INLET FL= 12.99 W.INV=10.22 12"RCP

CURB INLET FL= 8.85 INV=4.65

DRAIN INLET 18"RCP N. TOP=8.96 INV.=2.96 24"RCP S.

DRAIN INLET TOP=8.71

CURB INLET FL= 13.32 INV.=11 12"RCP

CURB INLET FL= 13.05 INV.=10.2 12"PVC

CURB INLET FL= 12.98 N.INV.=8.58 12"PVC S.INV.=8.58 24"RCP

CURB INLET FL=9.82 INV.=5.72

DRAIN INLET TOP=10.05 INV.=5.15

DRAIN INLET TOP=9.35 INV.=5.78

CURB INLET FL=9.22 INV.=4.32

CURB INLET FL= 12.78 INV.= 8.58 12"RCP

YARD INLET TOP= 19.03 INV.= 14.73 24"RCP E/W 36" RCP S.

YARD INLET TOP= 18.32 INV.= 14.92 24" RCP

YARD INLET TOP= 18.71 INV.= 15.21 24"RCP E/W INV.=16.31 15"RCP S.

YARD INLET TOP= 18.38 INV.= 15.46 24"RCP E/W

YARD INLET TOP= 19.13 INV.= 15.63 24"RCP

CURB INLET FL= 18.7 INV.=14.3' 36" RCP

DRAINAGE MANHOLE TOP= 18.98 INV.= N/A

DRAINAGE MANHOLE TOP= 18.63 INV.= 13.23 36"RCP N/S

DRAINAGE MANHOLE TOP=13.05 INV.=5.72 36" RCP NE. INV.=5.60 30"RCP S. INV.=8.75 15" PVC W.

DRAINAGE MANHOLE TOP=13.76 INV.=6.26 36" RCP

CURB INLET FL= 12.05 INV.=7.75 18"RCP

CURB INLET FL= 12.15 N. INV.=5.15 20" RCP S. INV.=4.65 30" RCP

CURB INLET FL= 12.01 W.INV.=6.5 15"RCP BOTTOM INV.=4.0 30"RCP

CURB INLET FL= 12.20 N.INV.=7.5 18"RCP E.INV.=7.5 15"RCP

1010P-03-020.000

1010P-03-021.000

1010P-03-022.000

1010P-03-023.000

1010P-03-024.000

1010P-03-025.000

1010P-03-026.000

1010P-03-027.000

1010P-03-028.000

1010P-03-029.000

REVISED

DRAWN JCH

CHECKED

DATE October 2021

SHEET TITLE

Grading Plan

PROJECT NAME

The Great Southern

CITY OF GULFPORT, MISSISSIPPI

Dennis Stieffel and Associates, Inc.
Consulting Engineers

13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

SHEET 7

PROJECT NO. 862

ZONE "X"

ZONE "X"
(0.2%)

1"=100'

CONCRETE DRAIN INLET FLOW LINE=18.13 INV. N/A

54" CMP

YARD INLET TOP= 20.09 INV.= 12.76 54" RCP N&S

54" RCP

NCTION BOX P = 19.98 /. = 11.23 " RCP N, E, W

DRIVEWAY TO OTHERS ENCROACHMENT

CURB INLET Fl= 20.68 INV=19.68 DYSFUNCTIONAL

DRAIN INLET Fl= 20.39 INV.= 19.23 DYSFUNCTIONAL

20' Drainage Esmt.

Fill To Elev. 21.0

Fill To Elev. 17.0

Existing Drainage Outfall (30" RCP)

(150 LF Jack and Bore Req'd.)

CURB INLET Fl= 11.41 INV. N/A

Sewer Fl= 6.5

Catch Basin B1 Grade = 24.50 Fl=21.50
84 LF 18" @ 1.90%
Catch Basin B2 Grade = 22.20 Fl=19.90
116 LF 18" @ 0.12%
Catch Basin B3 Grade = 25.00 Fl=19.77
116 LF 18" @ 2.90%
Catch Basin B6 Grade = 20.70 Fl=16.40
116 LF 30" @ 0.16%
Catch Basin B7 Grade = 21.10 Fl=16.22
116 LF 30" @ 0.20%
Catch Basin B8 Grade = 21.50 Fl=15.90
98 LF 36" @ 0.09%
Catch Basin B11 Grade = 21.50 Fl=15.91
61 LF 36" @ 0.19%
Catch Basin B12 Grade = 19.50 Fl=15.80
Catch Basin B13 Grade = 18.76 Fl=15.13
Catch Basin B14 Grade = 18.71 Fl=14.96
Catch Basin B15 Grade = 18.71 Fl=14.98
Catch Basin B24 Grade = 19.50 Fl=14.70
Catch Basin B25 Grade = 19.50 Fl=14.36
Catch Basin B26 Grade = 19.50 Fl=14.08
Catch Basin B49 Grade = 20.00 Fl=17.00
Catch Basin B50 Grade = 20.50 Fl=16.60
Catch Basin B52 Grade = 19.10 Fl=15.23
Catch Basin B51 Grade = 18.50 Fl=15.50
Catch Basin A1 Grade = 22.50 Fl=13.34
Catch Basin A12 Grade = 20.50 Fl=12.71
Catch Basin A13 Grade = 21.00 Fl=13.23
Catch Basin A14 Grade = 20.50 Fl=12.63
Catch Basin A15 Grade = 20.70 Fl=11.51
Catch Basin A16 Grade = 20.70 Fl=9.89
Catch Basin C7 Grade = 15.00 Fl=1.95

C.I. A1 Top=21.29 Fl=18.29
C.I. A2 Top=21.29 Fl=18.21
C.I. A3 Top=20.00 Fl=17.00
C.I. A4 Top=20.00 Fl=17.00
C.I. A5 Top=20.00 Fl=16.42
C.I. A6 Top=21.28 Fl=18.28
C.I. A7 Top=21.20 Fl=15.78
Catch Basin A8 Grade = 21.50 Fl=15.18
Catch Basin A9 Grade = 21.40 Fl=14.60
Catch Basin A10 Grade = 23.10 Fl=13.97
C.I. A46 Top=19.78 Fl=16.78
C.I. A47 Top=19.50 Fl=12.58
C.I. A48 Top=19.50 Fl=12.48
C.I. A49 Top=19.30 Fl=13.28
C.I. A43 Top=19.10 Fl=16.00
C.I. A44 Top=19.10 Fl=13.36
C.I. A42 Top=20.10 Fl=14.92
C.I. A41 Top=20.24 Fl=15.10
C.I. A39 Top=19.35 Fl=13.74
C.I. A40 Top=20.00 Fl=16.10
C.I. A34 Top=19.40 Fl=16.40
C.I. A35 Top=19.35 Fl=16.35
C.I. A36 Top=19.80 Fl=13.86
C.I. A37 Top=21.50 Fl=18.50
C.I. A38 Top=21.50 Fl=17.96
C.I. A30 Top=21.50 Fl=18.50
C.I. A27 Top=19.70 Fl=16.70
C.I. A29 Top=20.00 Fl=16.42
C.I. A59 Top=19.60 Fl=11.77
C.I. A60 Top=19.80 Fl=11.07
C.I. A58 Top=19.50 Fl=12.44
C.I. A56 Top=19.78 Fl=13.51
C.I. A57 Top=19.93 Fl=13.37
C.I. A54 Top=18.40 Fl=15.00
C.I. A55 Top=18.40 Fl=14.28
C.I. A53 Top=18.40 Fl=14.82
C.I. C1 Top=18.00 Fl=14.00
C.I. C2 Top=18.00 Fl=4.80
C.I. C3 Top=12.20 Fl=9.00
C.I. C4 Top=12.20 Fl=8.84
C.I. C5 Top=12.20 Fl=3.86
C.I. C6 Top=12.20 Fl=2.86
C.I. D1 Top=14.50 Fl=11.50
C.I. D2 Top=14.50 Fl=10.02
C.I. D3 Top=13.26 Fl=10.01
C.I. B16 Top=20.60 Fl=17.07
C.I. B17 Top=20.60 Fl=17.60
C.I. B18 Top=20.60 Fl=16.99
C.I. B4 Top=19.90 Fl=16.80
C.I. B5 Top=19.70 Fl=16.70
C.I. B19 Top=19.90 Fl=15.77
C.I. B20 Top=19.90 Fl=15.53
C.I. B28 Top=19.70 Fl=16.63
C.I. B9 Top=19.70 Fl=16.70
C.I. B10 Top=19.70 Fl=16.68
C.I. B21 Top=19.70 Fl=16.70
C.I. B22 Top=19.70 Fl=14.84
C.I. B23 Top=19.70 Fl=14.80
C.I. B29 Top=19.90 Fl=16.50
C.I. B30 Top=19.50 Fl=14.63
C.I. B31 Top=19.50 Fl=14.36
C.I. B32 Top=19.80 Fl=13.86

H.P. 22.14
H.P. 22.96
H.P. 22.57
H.P. 21.49
H.P. 20.59
H.P. 20.66
H.P. 20.57
H.P. 20.76
H.P. 20.70
H.P. 21.47
H.P. 20.58
H.P. 19.92
H.P. 20.13
H.P. 20.78
H.P. 20.29
H.P. 20.58
H.P. 15.84

13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

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Consulting Engineers

REVISED

DRAWN JCH

CHECKED

DATE October 2021

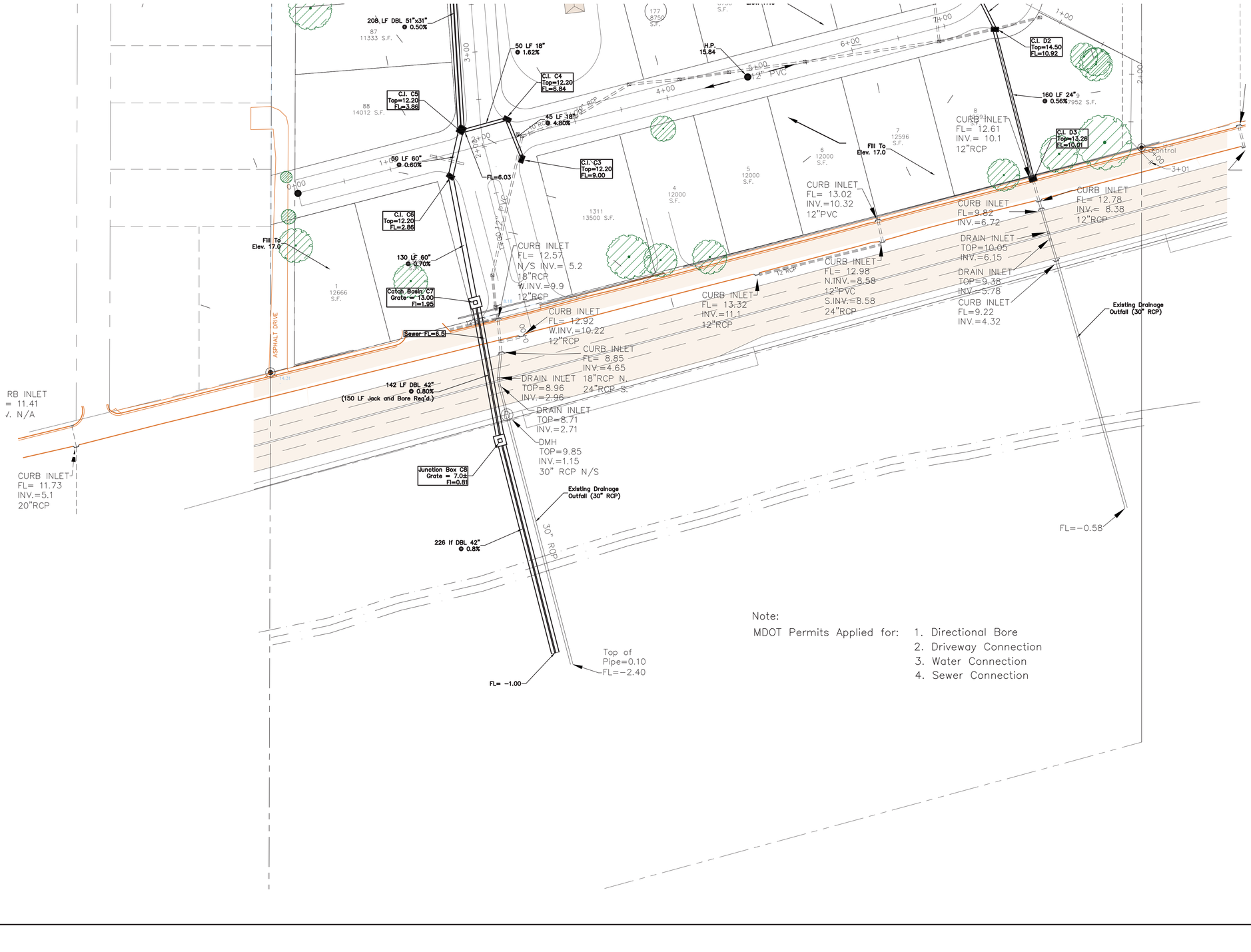
SHEET TITLE
Drainage Plan

PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

SHEET
8

PROJECT NO.
862

1"=20'



Note:

MDOT Permits Applied for:
1. Directional Bore
2. Driveway Connection
3. Water Connection
4. Sewer Connection

REVISED

DRAWN JCH

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DATE October 2021

SHEET TITLE
Drainage Outfall Design

PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

Dennis Stieffel and Associates, Inc.
Consulting Engineers

SHEET
9

PROJECT NO.
862

ZONE "X"

ZONE "X"
(0.2%)

N 37°12'45" E 235.39'
N 37°12'45" E 245.39'
N 66°41'50" E 275.20'
N 66°41'50" E 290.31'
N 74°57'30" E 222.09'
N 74°57'49" E 237.19'

33-7-10
32-7-10

1"=100'

Note:
MDOT Permits Applied for:
1. Directional Bore
2. Driveway Connection
3. Water Connection
4. Sewer Connection

REVISED
DRAWN JCH
CHECKED
DATE October 2021

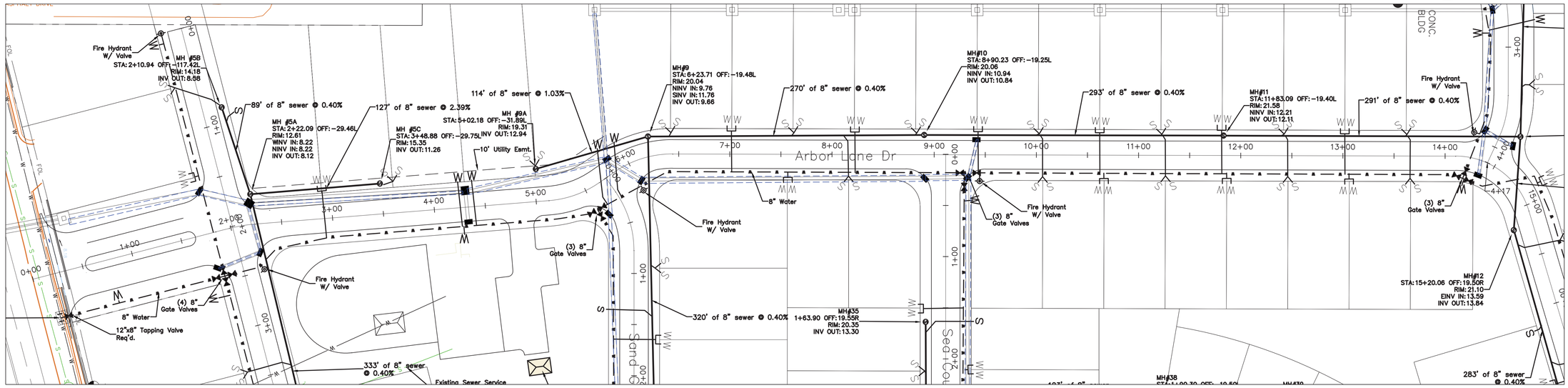
SHEET TITLE
Utility Plan

PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

Dennis Stieffel and Associates, Inc.
Consulting Engineers
13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

SHEET
10

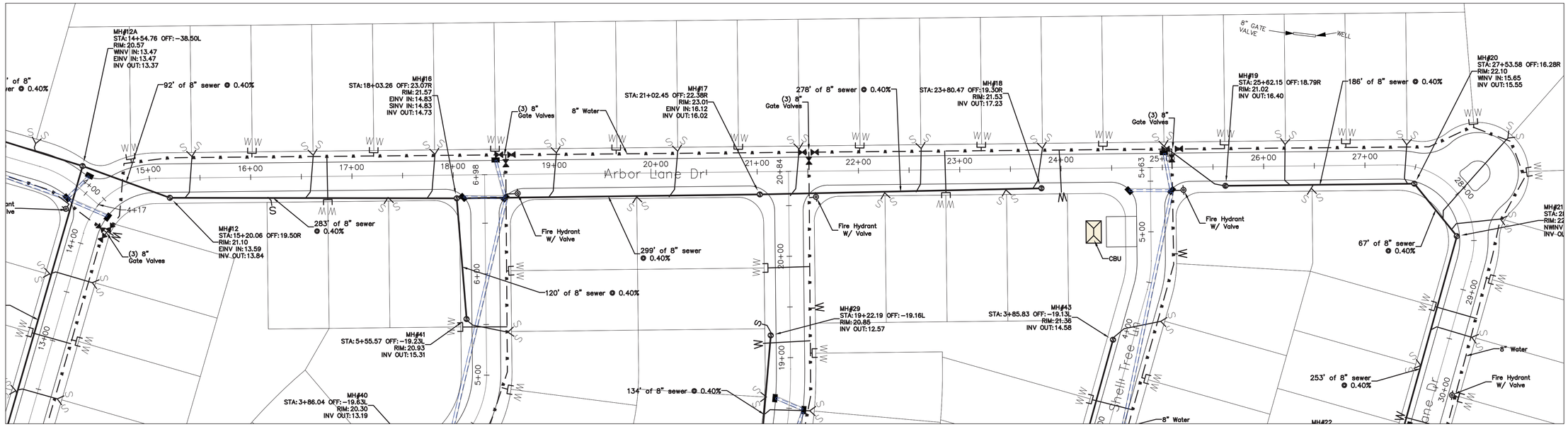
PROJECT NO.
862



Main Road Sta: 0+00 – 14+00

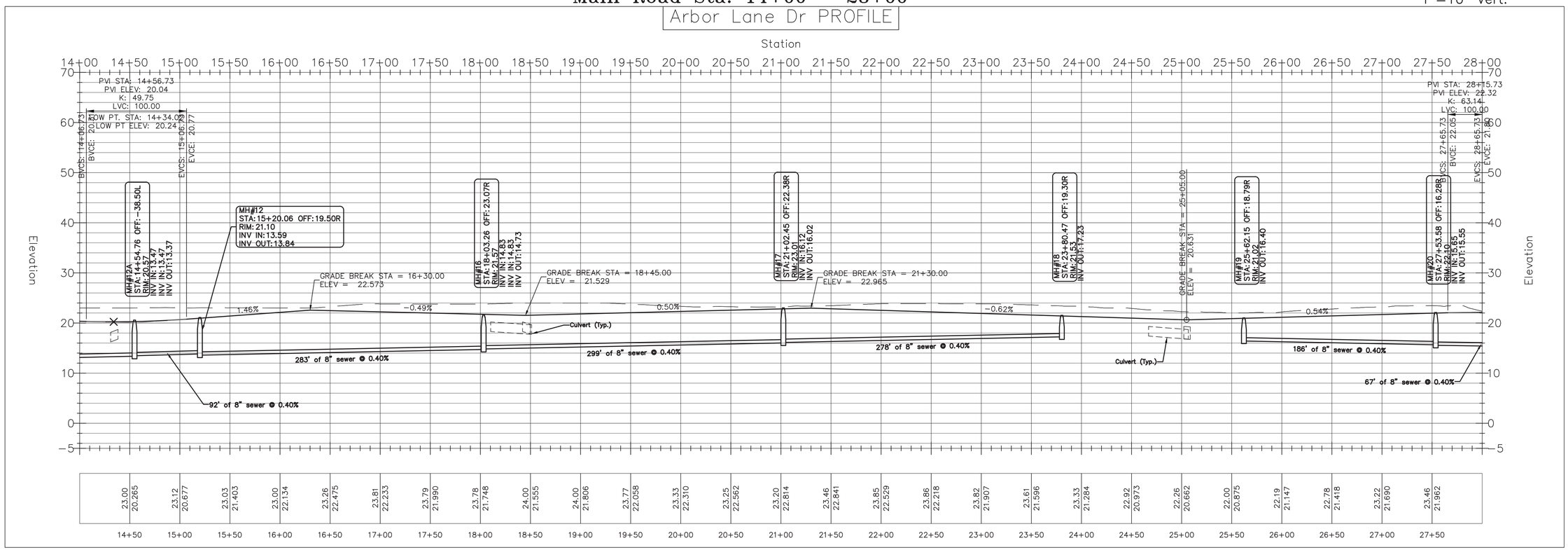
1"=50' Horiz.
1"=10' Vert.

| | | |



Main Road Sta: 14+00 – 28+00

1"=50' Horiz.
1"=10' Vert.



REVISED
DRAWN JCH
CHECKED
DATE October 2021

SHEET TITLE
Plan and Profile

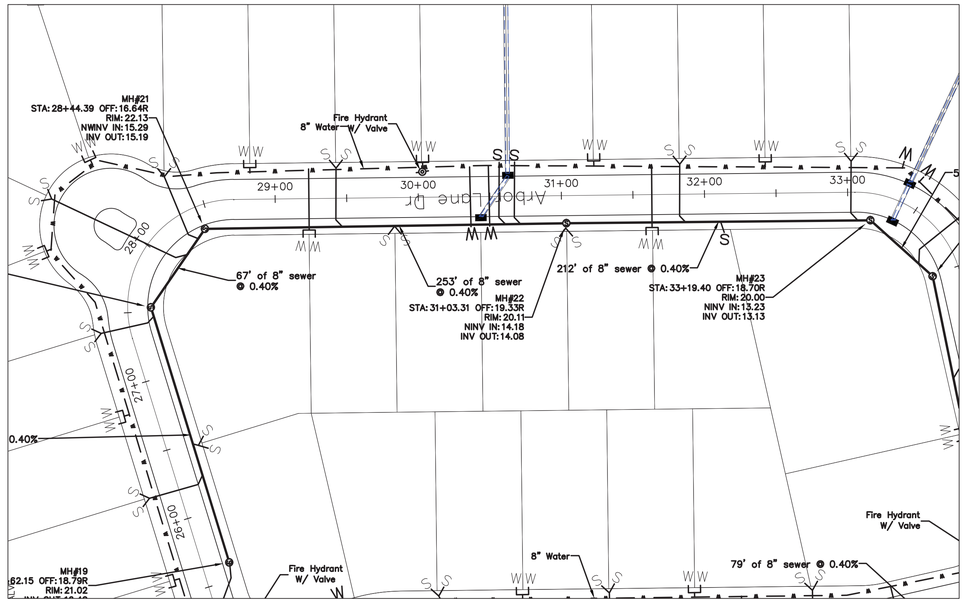
PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

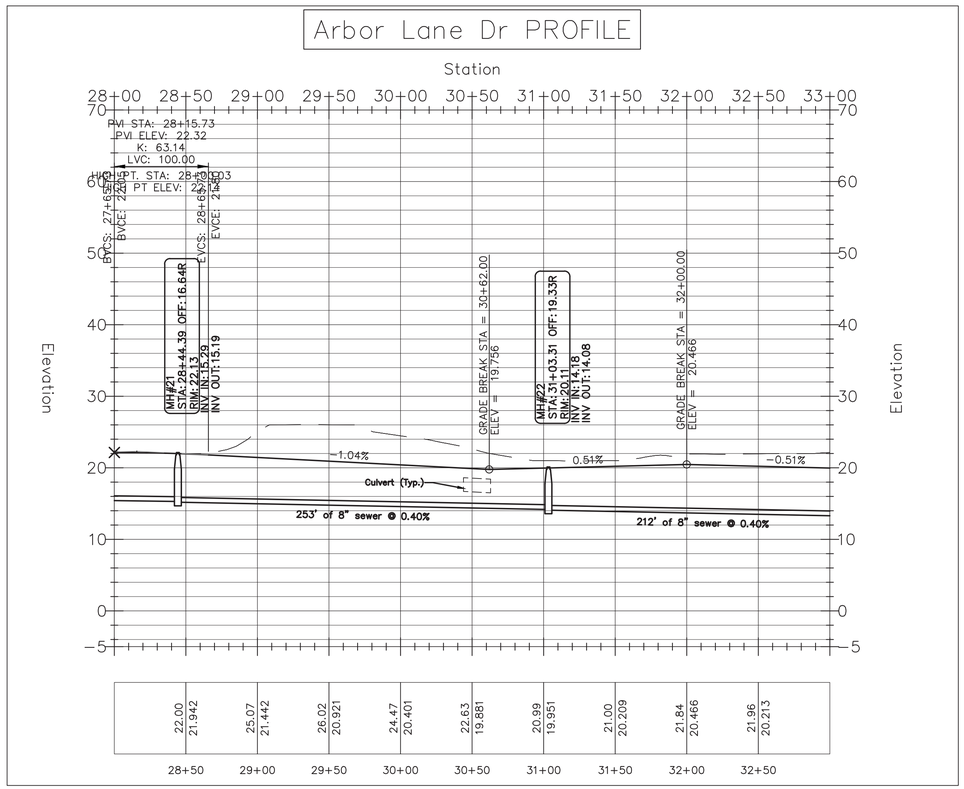
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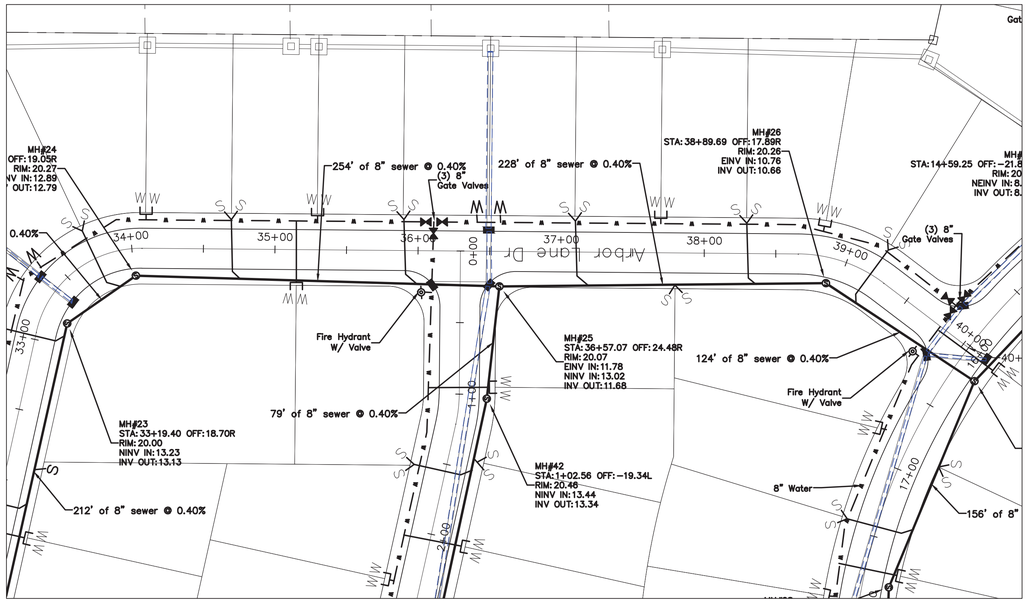
SHEET
12

PROJECT NO.
862



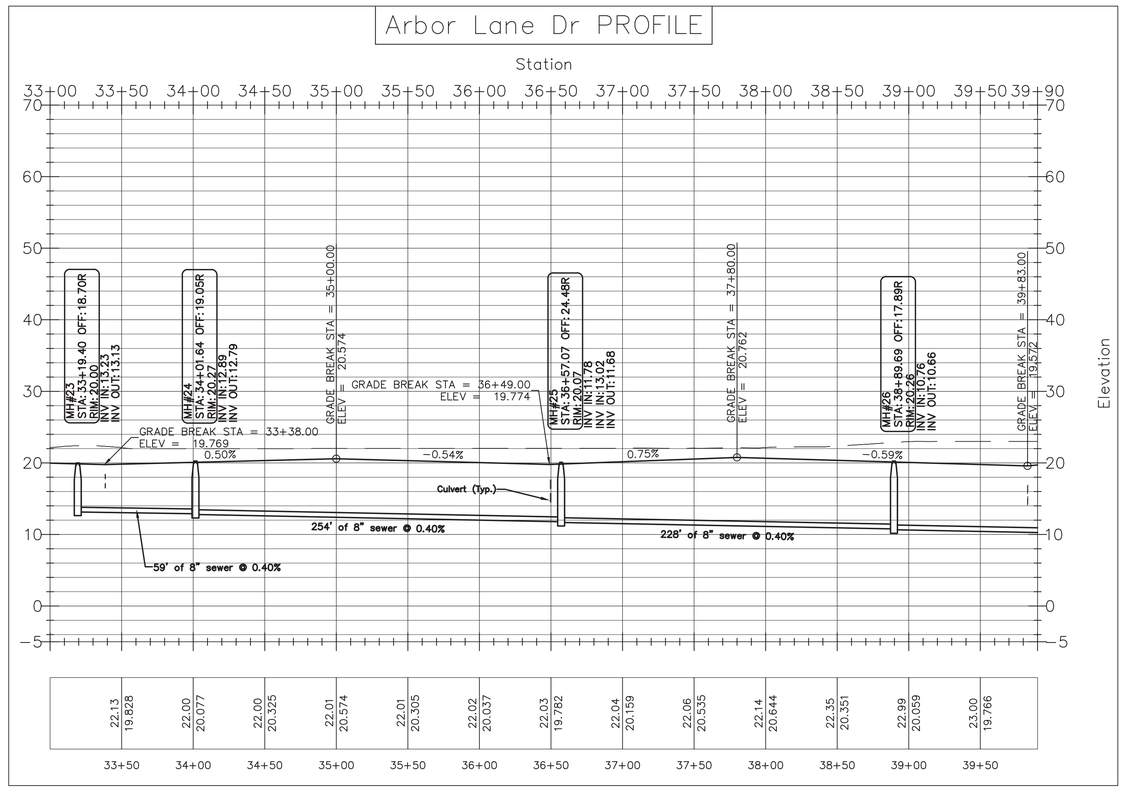
Main Road Sta: 28+00 – 33+00





Main Road Sta: 33+00 – 39+82

1"=50' Horiz.
1"=10' Vert.



REVISED
DRAWN JCH
CHECKED
DATE October 2021

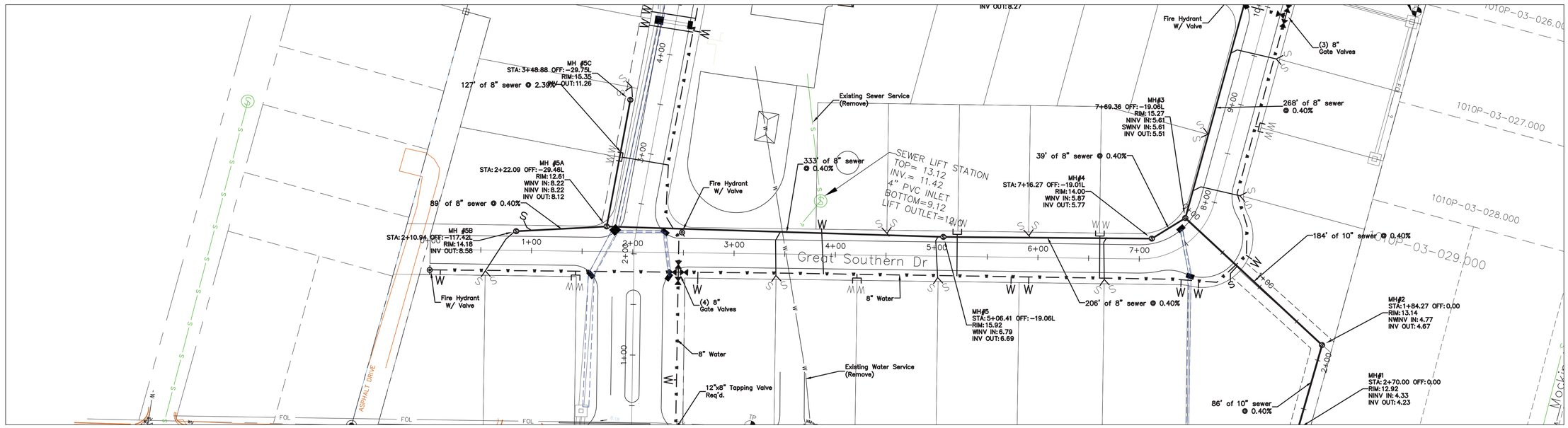
SHEET TITLE
Plan and Profile

PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

Dennis Stieffel and Associates, Inc.
Consulting Engineers
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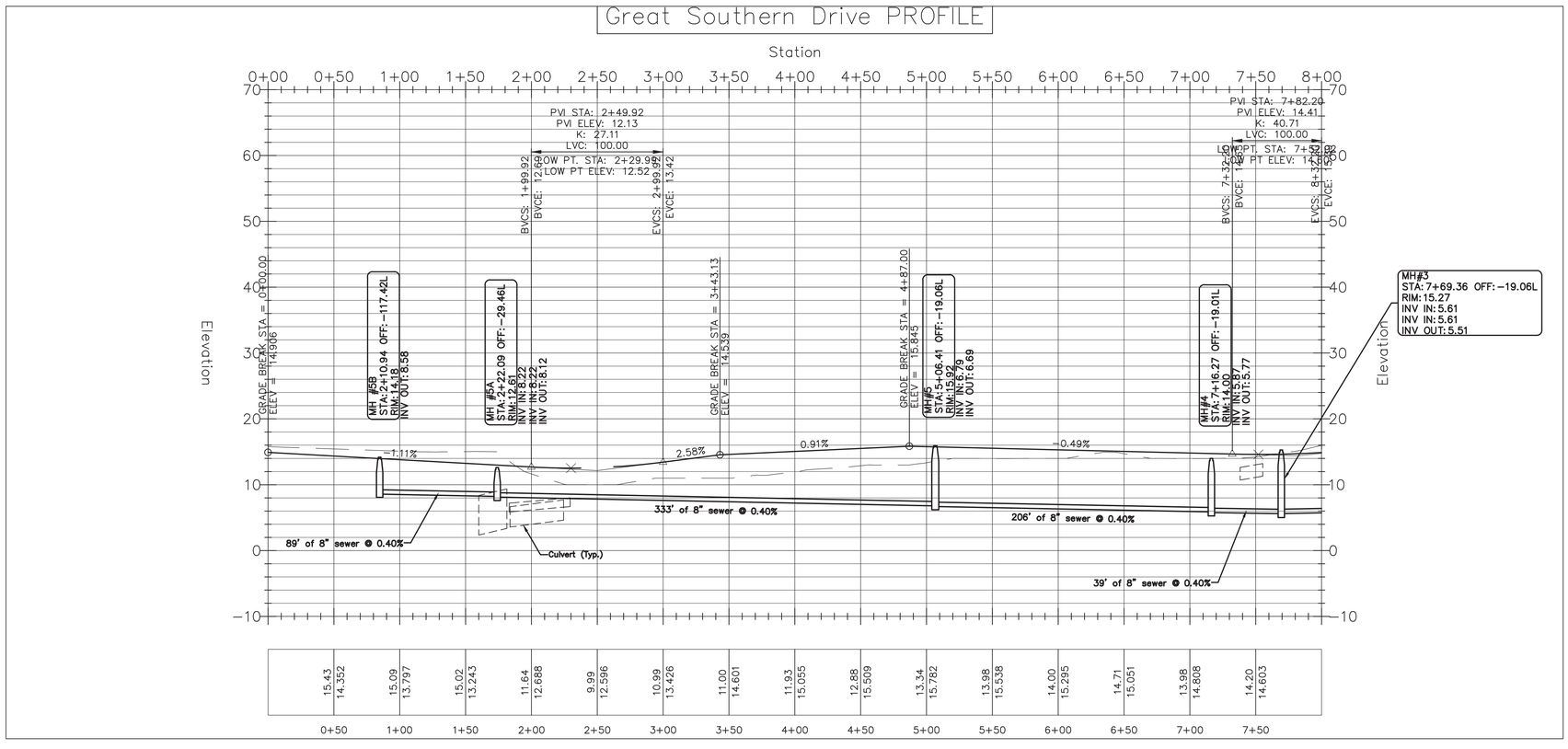
SHEET
13

PROJECT NO.
862



South Road Sta: 0+00 - 8+00

1"=50' Horiz.
1"=10' Vert.



REVISED
DRAWN JCH
CHECKED
DATE October 2021

SHEET TITLE
Plan and Profile

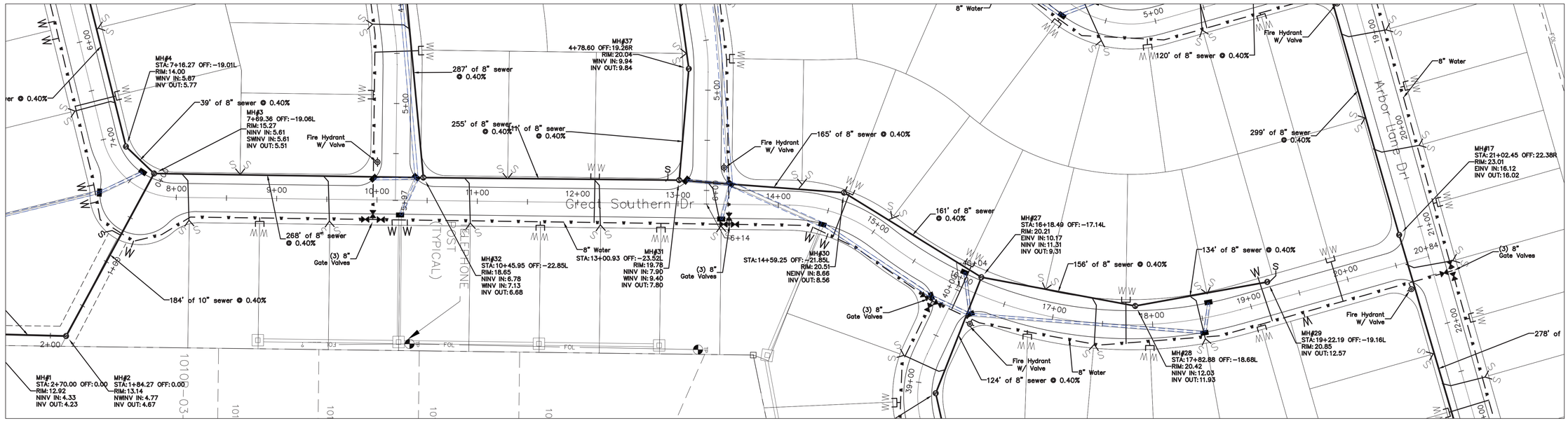
PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

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Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

Dennis Stieffel and Associates, Inc.
Consulting Engineers

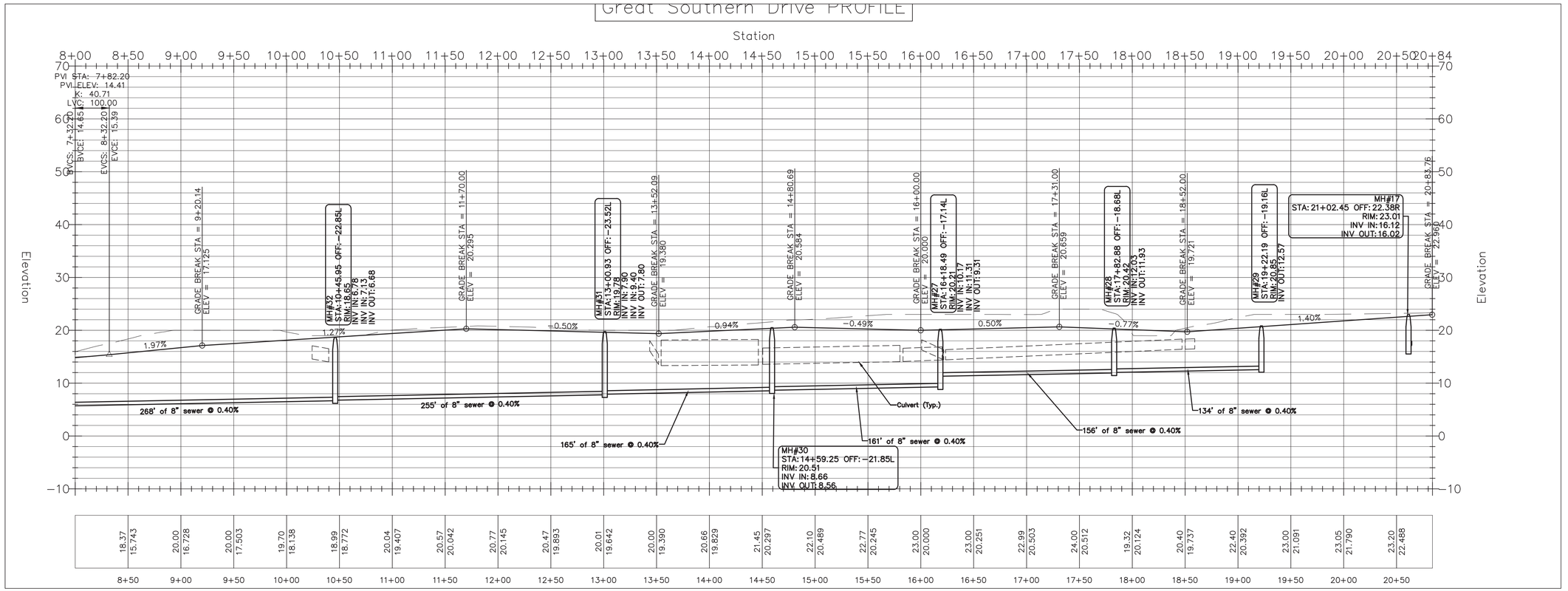
SHEET
14

PROJECT NO.
862



South Road Sta: 8+00 – 20+84

1"=50' Horiz.
1"=10' Vert.



REVISED
DRAWN JCH
CHECKED
DATE October 2021

SHEET TITLE
Plan and Profile

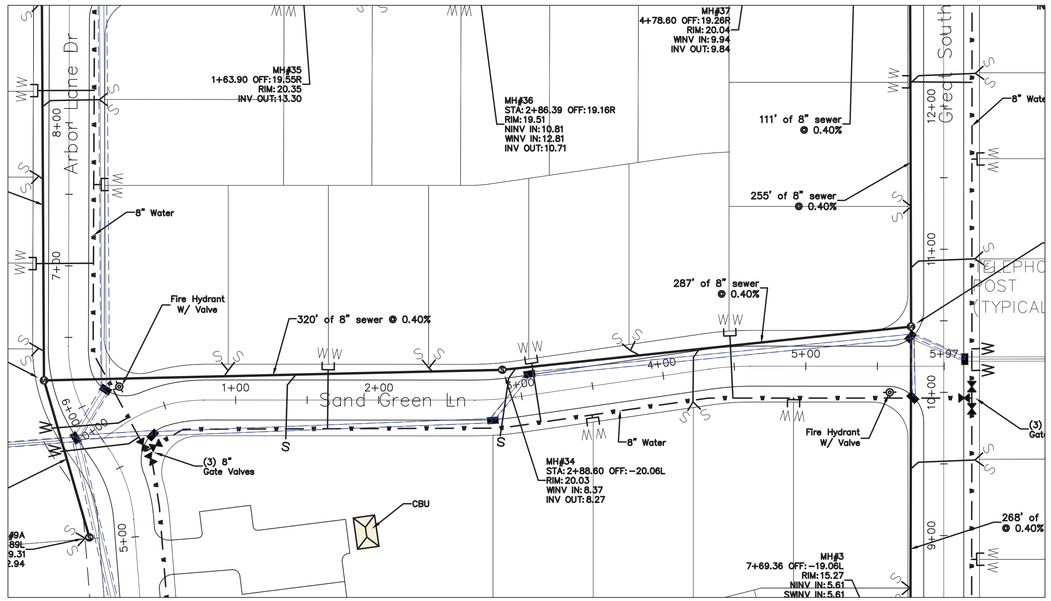
PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

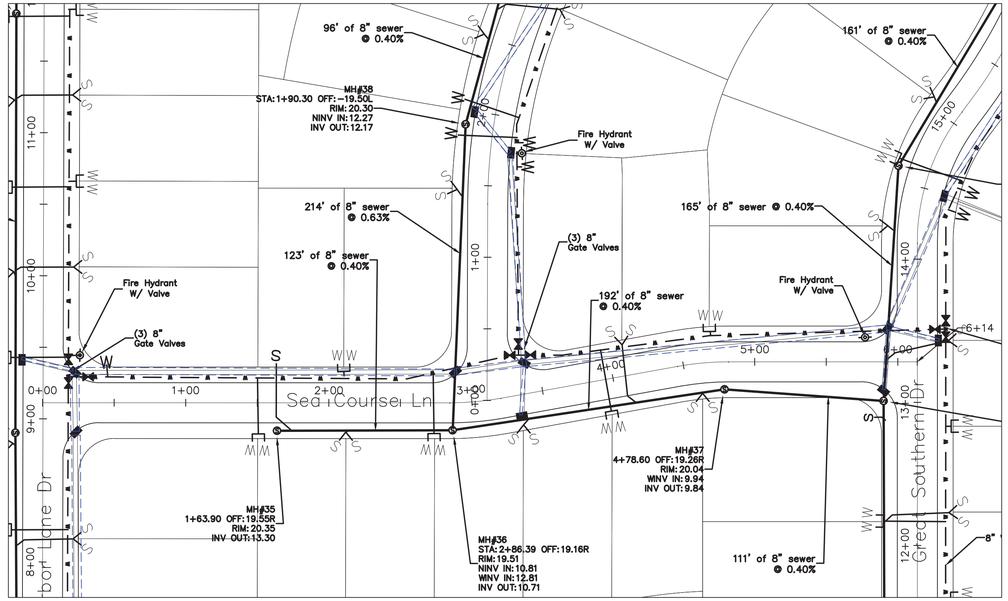
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Consulting Engineers

SHEET
15

PROJECT NO.
862

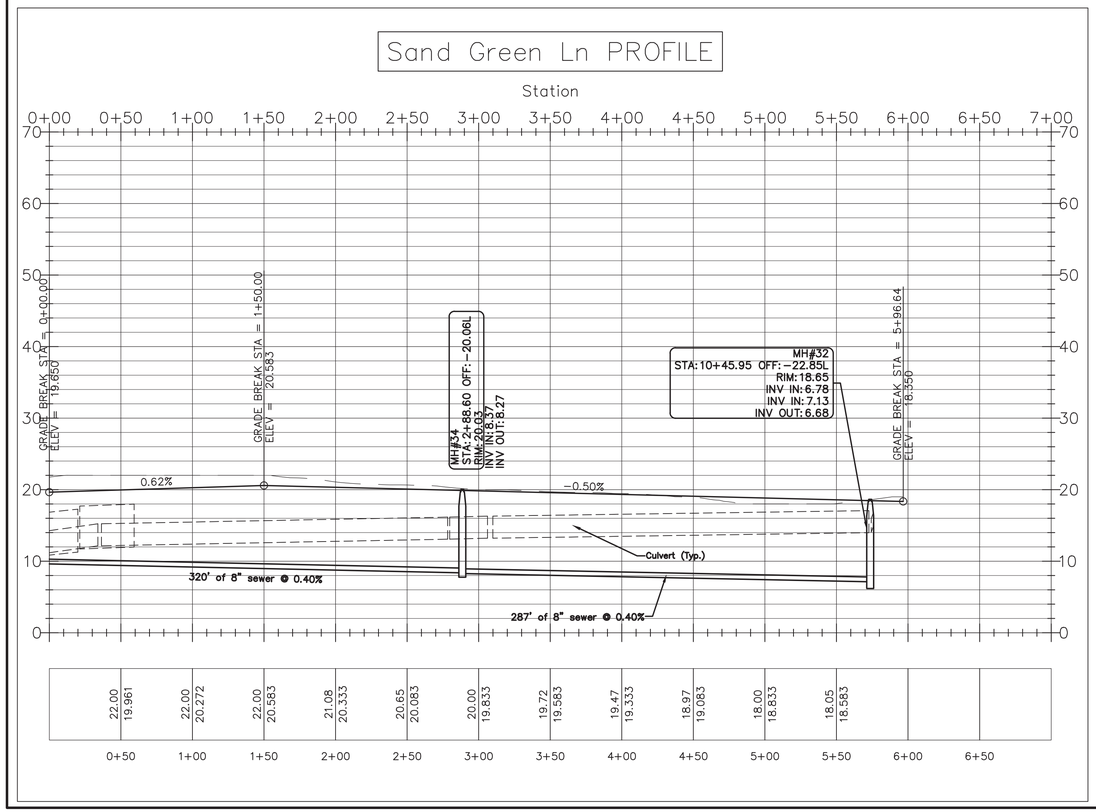


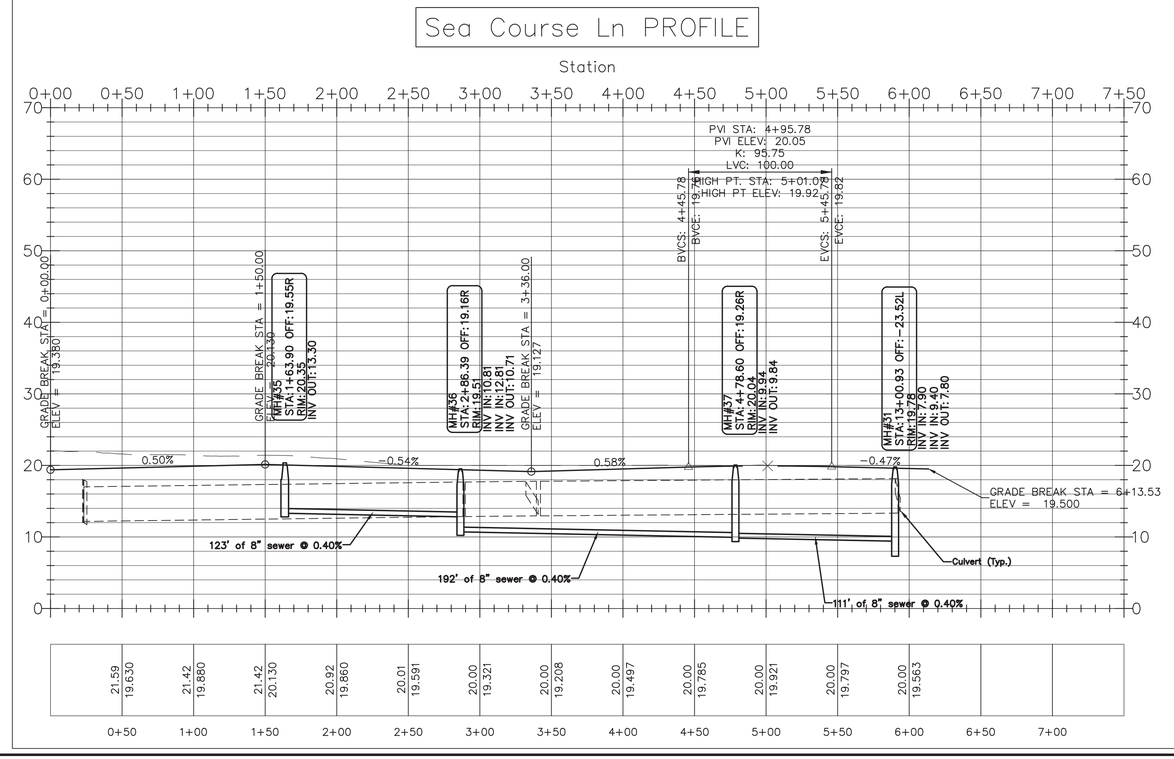
Road 2 Sta: 0+00 – 5+97



Road 3 Sta: 0+00 – 6+14

1"=50' Horiz.
1"=10' Vert.





REVISED
DRAWN JCH
CHECKED
DATE October 2021

SHEET TITLE
Plan and Profile

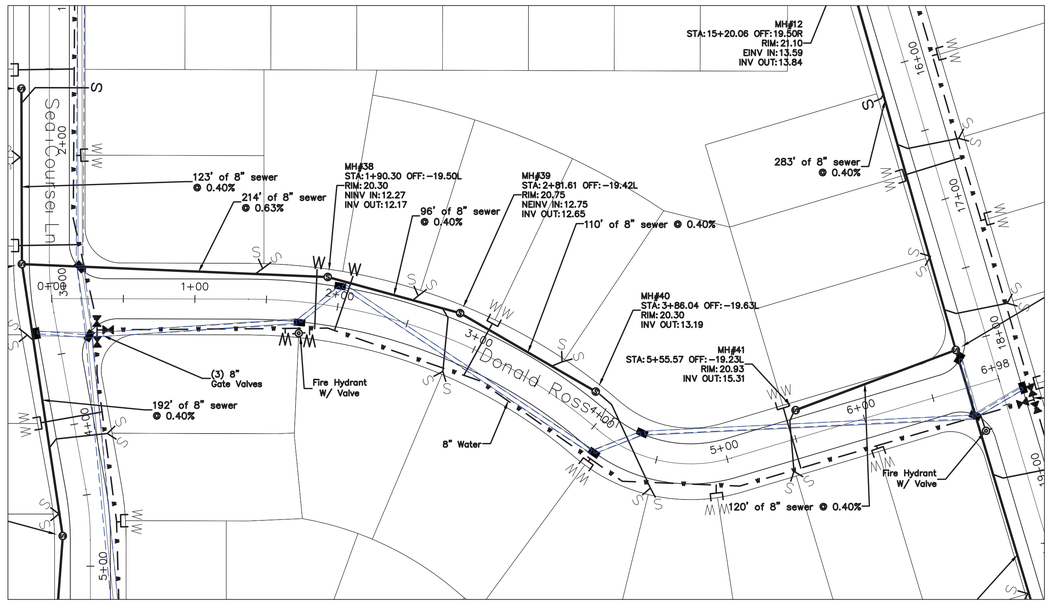
PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

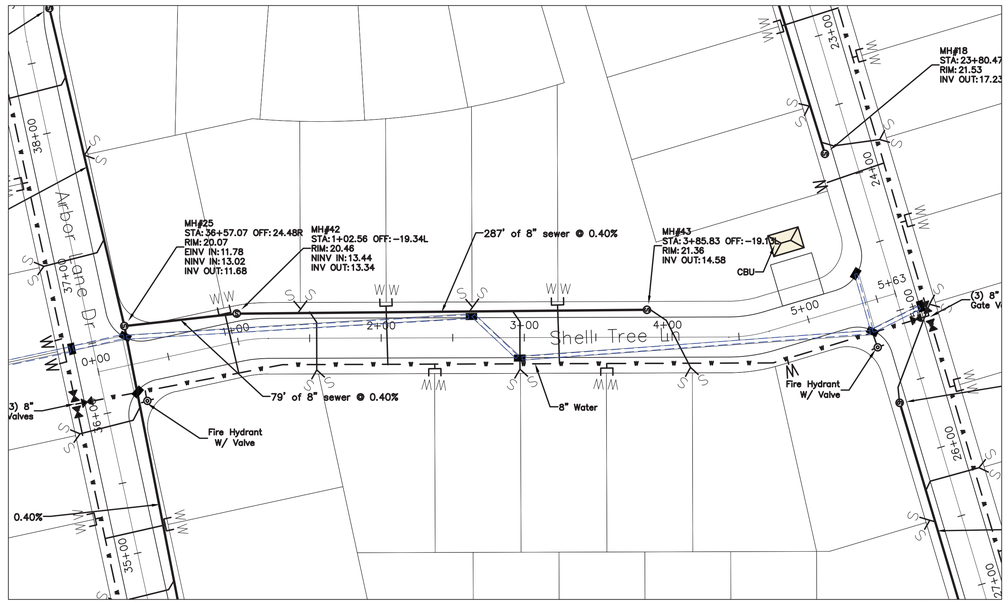
Dennis Stieffel and Associates, Inc.
Consulting Engineers

SHEET
16

PROJECT NO.
862

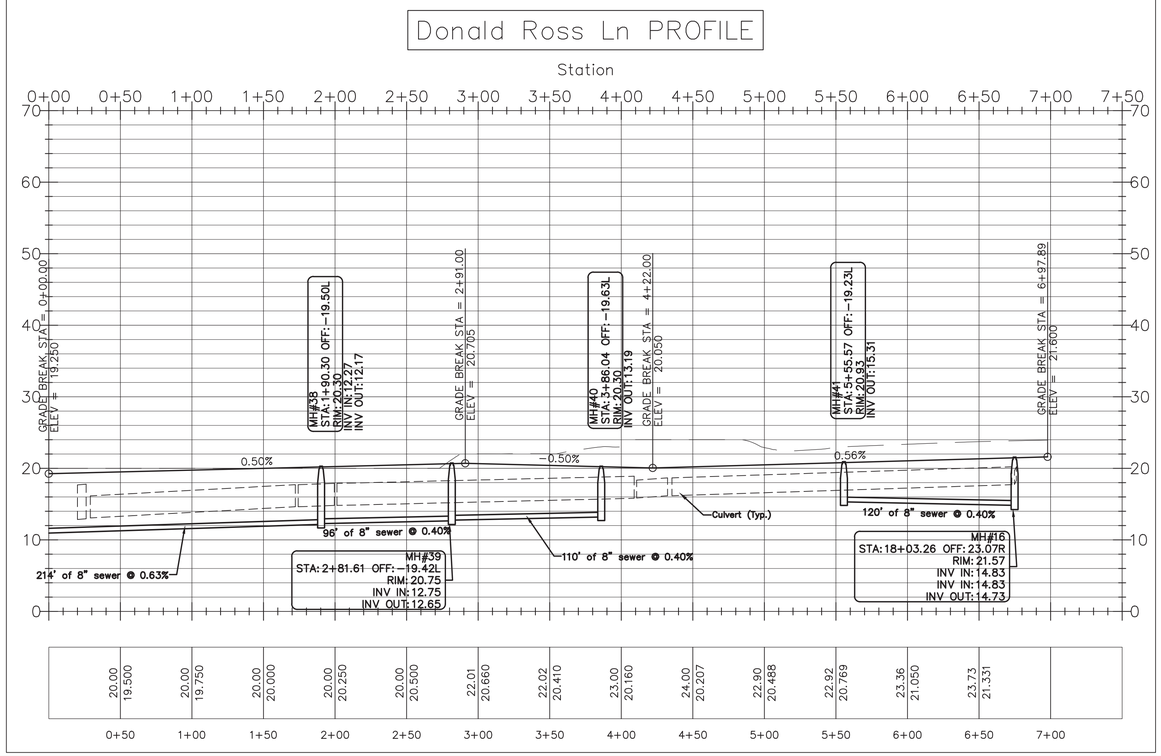


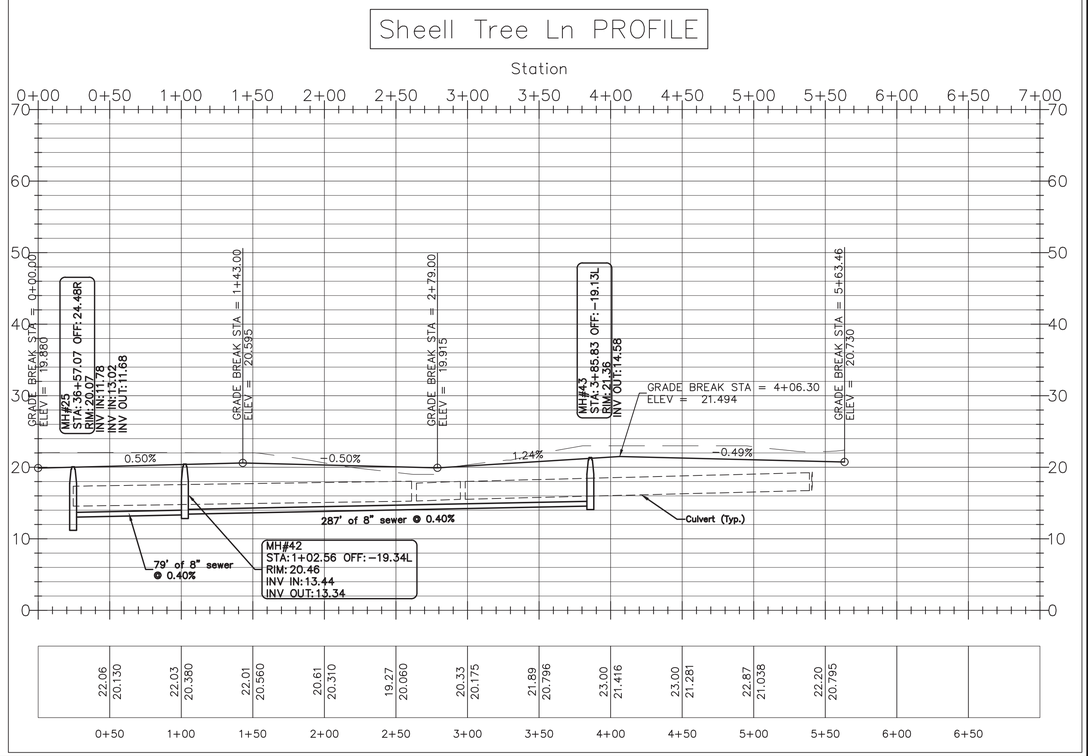
Road 4 Sta: 0+00 – 6+98



Road 5 Sta: 0+00 – 5+63

1"=50' Horiz.
1"=10' Vert.





REVISED
DRAWN JCH
CHECKED
DATE October 2021

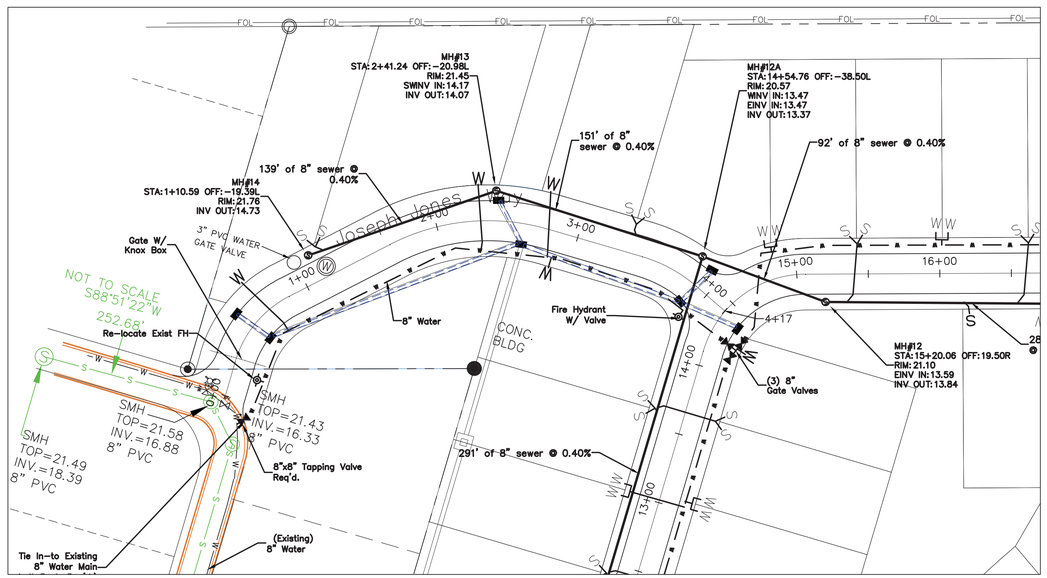
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Plan and Profile

PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

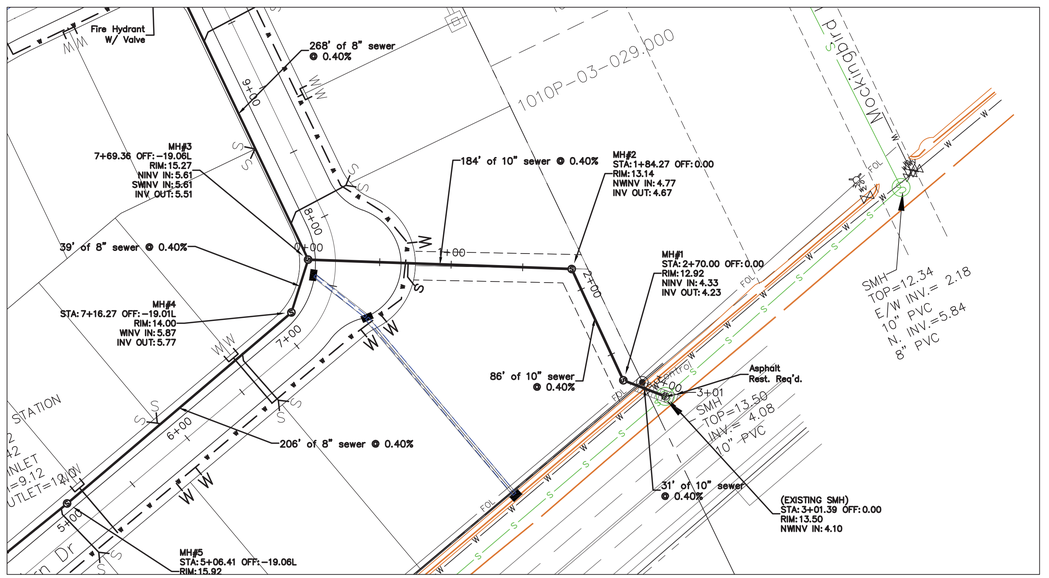
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Consulting Engineers
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Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

SHEET
17

PROJECT NO.
862

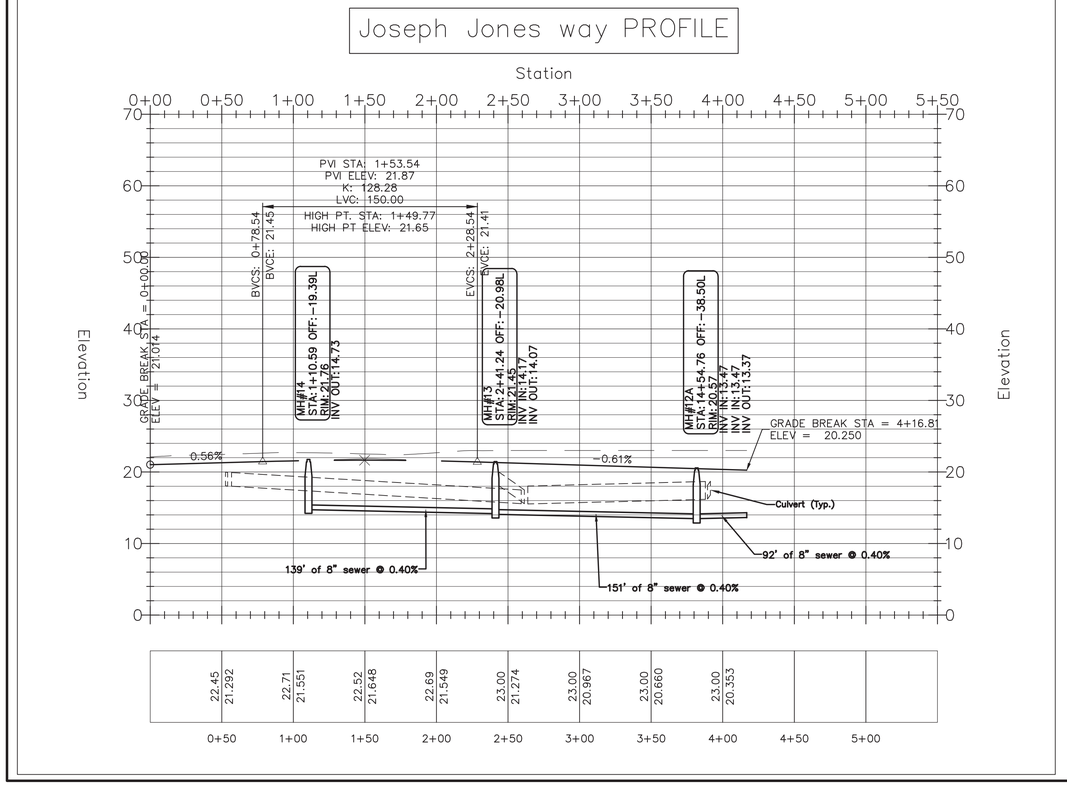


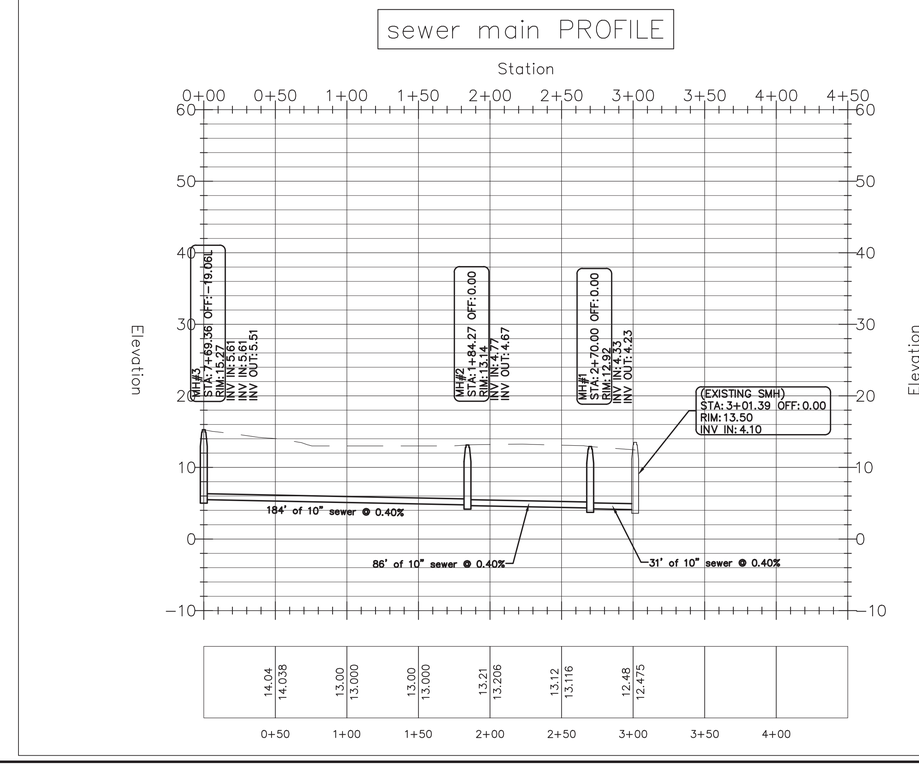
West Entrance Sta: 0+00 - 4+17



Sewer Maini Sta: 0+00 - 3+01

1"=50' Horiz.
1"=10' Vert.





REVISED
DRAWN JCH
CHECKED
DATE October 2021

SHEET TITLE
Plan and Profile

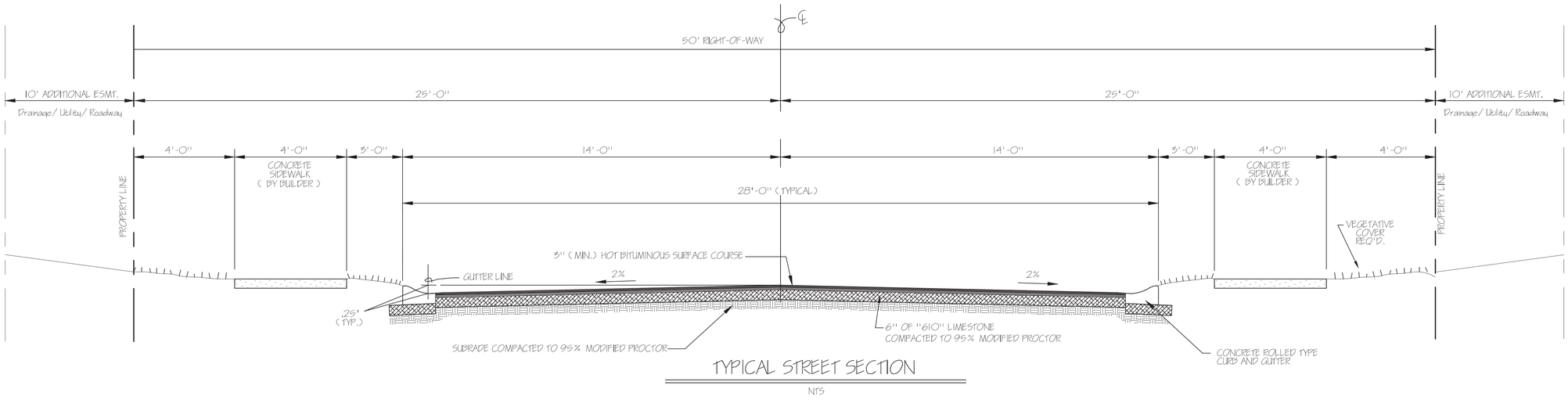
PROJECT NAME
The Great Southern
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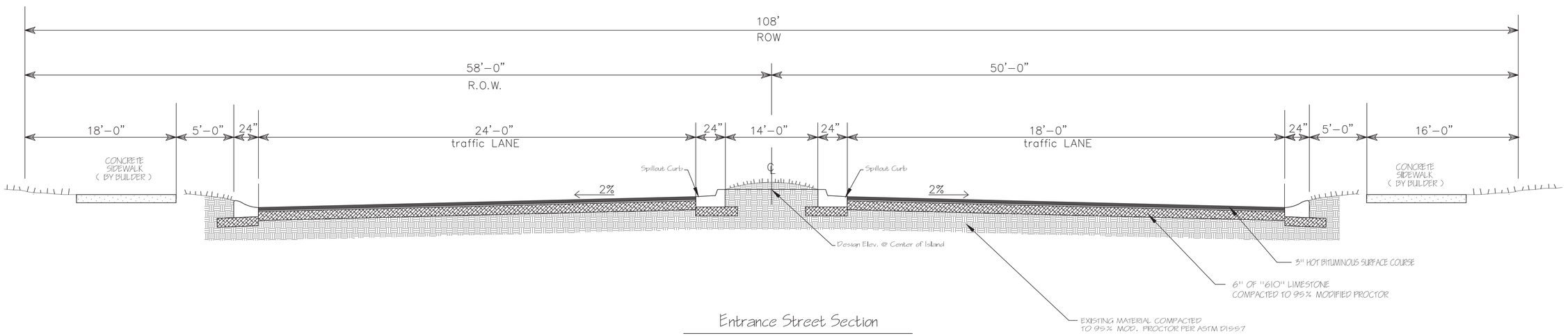
SHEET
18

PROJECT NO.
862



TYPICAL STREET SECTION

NTS



Entrance Street Section

NTS

NOTE:
USE TYPICAL STREET SECTION A-A CONSTRUCTION STANDARDS

REVISED

DRAWN JCH

CHECKED

DATE January 2022

SHEET TITLE
Construction Details

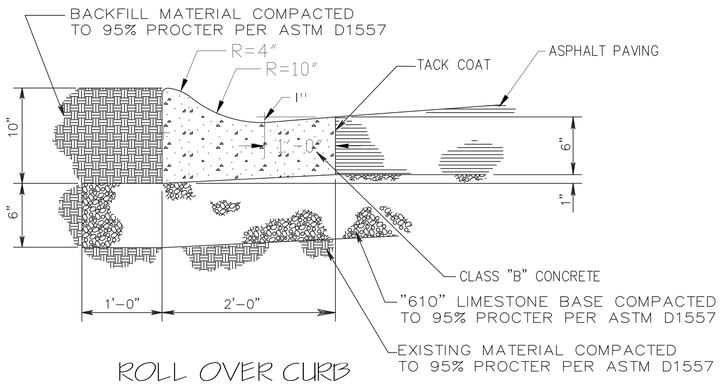
PROJECT NAME
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Biloxi, Mississippi 39532
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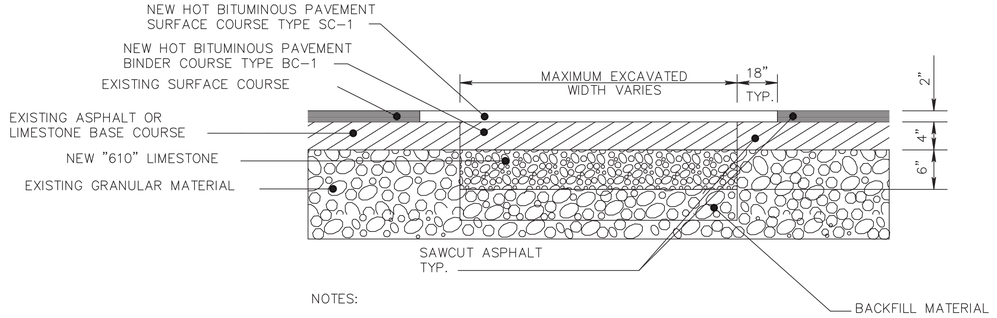
SHEET
19

PROJECT NO.
862



ROLL OVER CURB

SCALE: N.T.S.

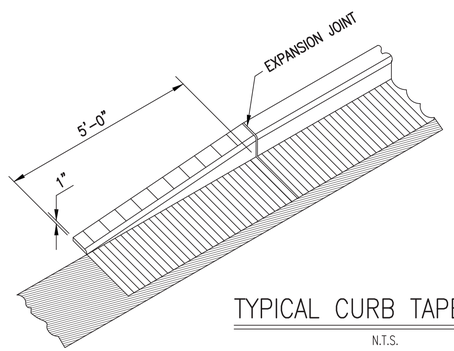


NOTES:

1. EXISTING GRANULAR MATERIAL,NEW BACKFILL MATERIAL, AND NEW "610" LIMESTONE SHALL BE COMPACTED TO 95% PROCTOR PER ASTM D1557.
2. TACK COAT SHALL BE APPLIED WHERE NEW ASPHALT MEETS EXISTING ASPHALT.

Asphalt Street Repair Detail

SCALE: N.T.S.



TYPICAL CURB TAPER

N.T.S.

REVISED

DRAWN JGH

CHECKED

DATE January 2022

SHEET TITLE
Construction Details

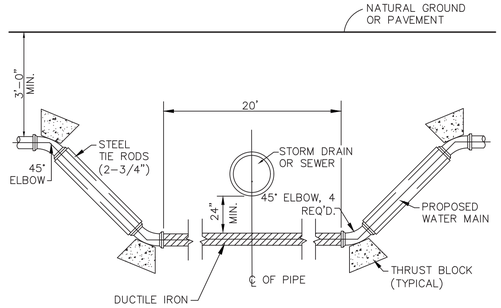
PROJECT NAME
The Great Southern
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SHEET
20

PROJECT NO.
862

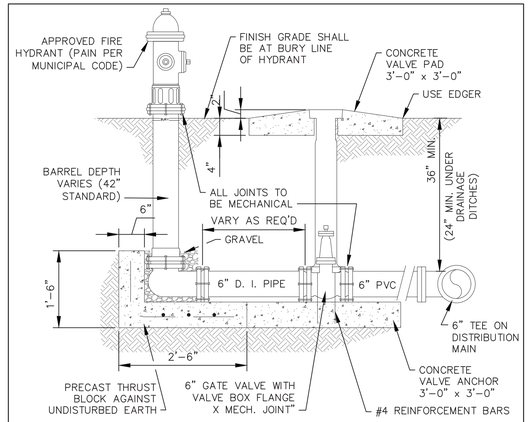


WATER MAIN ADJUSTMENT

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: WTRADJUST	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



FIRE HYDRANT ASSEMBLY

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02664	
DR. BY:	FILE: FIERHYD	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822

1. ALL CURB STOPS, CORPORATION STOPS, SPLITTERS, REDUCERS, AND OTHER MISC. HARDWARE AND FITTINGS SHALL BE AS MANUFACTURED BY FORD OR APPROVED EQUAL. ALL HARDWARE AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

2. POLYETHYLENE SERVICE TUBING SHALL BE AS MANUFACTURED BY DRISCO PIPE OR APPROVED EQUAL.

3. THE MINIMUM SIZE SERVICE SHALL BE 1". IF THE EXISTING SERVICE IS SMALLER THAN THE NEW SERVICE, THE CONTRACTOR SHALL PROVIDE APPROPRIATE SIZED REDUCER. THE COST OF REDUCERS OR ANY OTHER HARDWARE NEEDED FOR THE PROPER WATER SERVICE INSTALLATION SHALL BE INCLUDED IN THE UNIT PRICE BID FOR WATER SERVICES.

4. WATER SERVICE SIZE SHALL MATCH EXISTING, BUT SHALL NOT BE LESS THAN 1" UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

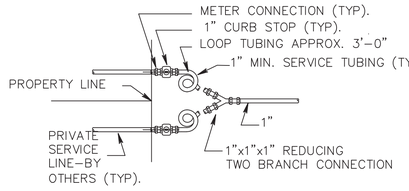
5. STAMP "W" IN THE FACE OF CURB AT EACH SERVICE LOCATION AND "V" AT EACH VALVE LOCATION. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT SERVICE AND VALVE LOCATIONS ARE ACCURATELY MARKED.

6. EXACT LOCATION OF ALL SERVICES AND VALVES SHALL BE SHOWN ON FINAL AS-BUILTS, THE CONTRACTOR SHALL DIMENSION THE LOCATION OF SERVICE OR VALVE FROM THE NEAREST CROSS STREET CENTERLINE OR ANOTHER PERMANENT LANDMARK APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

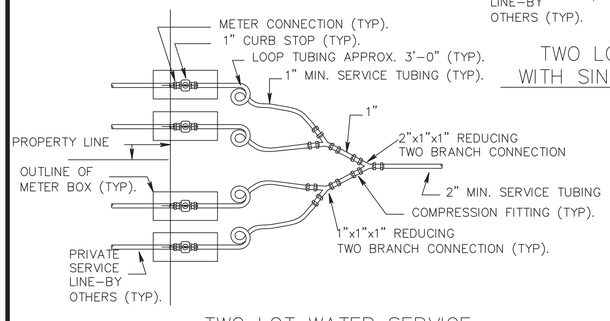
7. ALL NEW WATER SERVICES SHALL BE INSTALLED WITH 14 GUAGE LOCATOR WIRE. THE WIRE SHALL BE CONTINUOUS FROM MAIN TO PROPERTY LINE. WIRE SHALL BE SPLICED AT EACH SPLITTER.

TWO LOT WATER SERVICE CONNECTION DETAILS

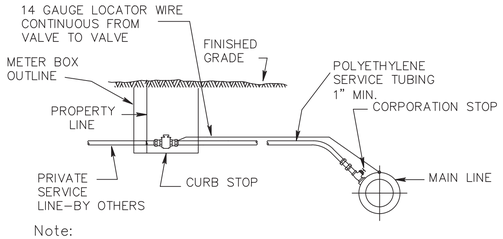
SCALE: N.T.S



TWO LOT WATER SERVICE WITH SINGLE METER PER LOT



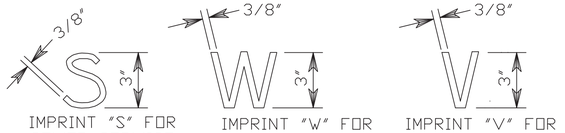
TWO LOT WATER SERVICE WITH DOUBLE METER PER LOT



Note:
Additional splitters, loops and fittings not shown for clarity. See plan views.

WATER SERVICE ELEVATION

LETTERS "S" AND "W" TO BE 1/2" DEEP



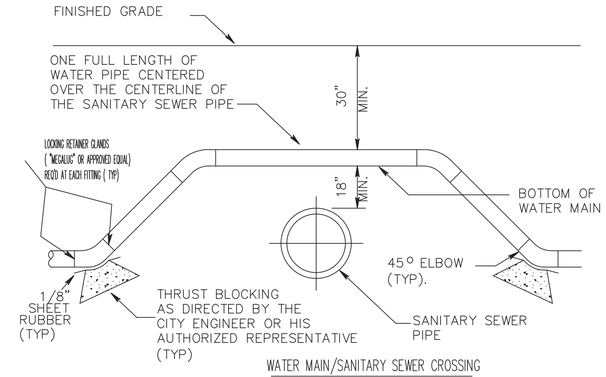
UTILITY CURB MARKING DETAIL

N.T.S.

NOTE: CONTRACTOR SHALL STAMP CURB AT EACH SEWER AND WATER SERVICE LOCATION WITH STAMPING TOOL ON THE FACE OF THE CURB

WATER MAIN / SANITARY SEWER CROSSING NOTE:

1. WATER LINES SHALL ALWAYS BE CONSTRUCTED ABOVE SANITARY SEWER LINES UNLESS A SEPARATE DETAIL IS SHOWN INDICATING A DIFFERENT ARRANGEMENT AND THE PLANS INDICATE SPECIFIC LOCATIONS WHERE THE WATER LINE MAY BE LOCATED BELOW THE SANITARY SEWER.



WATER MAIN/SANITARY SEWER CROSSING
SCALE: N.T.S. UPDATED: 5/3/02

GENERAL NOTES:

1. MAINTAIN A MIN. OF 10'-0" HORIZONTAL SEPARATION BETWEEN WATER AND SEWER MAINS.
2. MAINTAIN A MIN. OF 1'-6" VERTICAL SEPARATION BETWEEN WATER AND SEWER MAINS AT CROSSINGS.
3. SILT FENCING WILL BE REQ'D AT ALL POINTS OF DRAINAGE DISCHARGE INTO EXISTING DITCHES, FOR THE DURATION OF CONSTRUCTION OF THE PROJECT. UPON ACCEPTANCE AND APPROVAL OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL SILT FENCING AND ALL SEDIMENT BUILD UP.
4. THE DESIGN, MATERIALS, AND INSTALLATION OF ALL WATER AND SEWER MAINS AND SERVICES SHALL COMPLY WITH THE CITY OF GULFPORT SEWER AND WATER REGULATIONS.

(GENERAL NOTE: ALL CONCRETE AND PIPE SHALL BE SEPARATED BY A NON-CONDUCTIVE MATERIAL TYPICALLY 1/8" SHEET RUBBER)

REVISED
DRAWN JDH
CHECKED
DATE January 2022

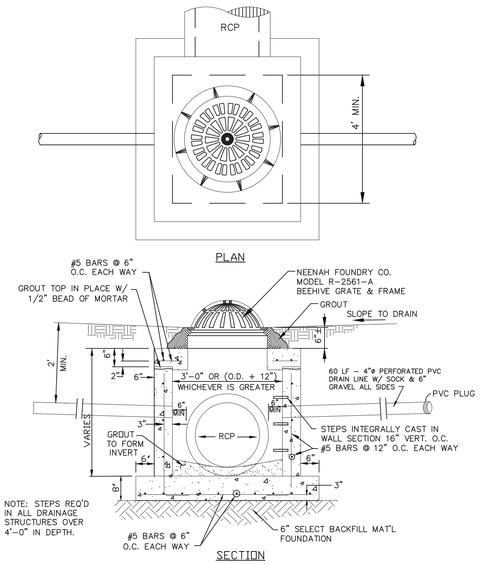
SHEET TITLE
Construction Details

PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

Dennis Stieffel and Associates, Inc.
Consulting Engineers
13061 Shriners Blvd., Suite C
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SHEET
21

PROJECT NO.
862



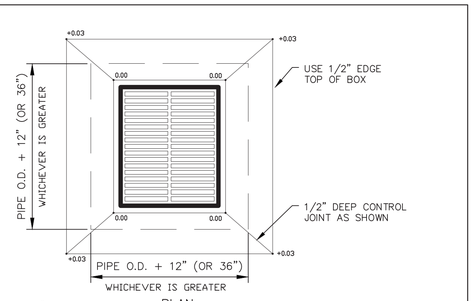
SOCK DRAINS TO RUN LENGTH OF SWALES (2' BELOW & CENTERED ON SWALE)

AREA INLET

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02721	
DR. BY:	FILE: AREAINLET	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4000 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



STORM SEWER DRAIN INLET

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02721-DWG 2	
DR. BY:	FILE: DRAIN INLET	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4000 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822

NOTE:

PERFORATED PIPE SHALL BE STUBBED OUT OF DRAINAGE STRUCTURE WALLS FOR DRAIN RELIEF OF STORM DRAIN BEDDING. PERFORATED PIPE SHALL BE 6" DIA. x 18" LONG SDR-26 PIPE AND SHALL BE INSTALLED 3" ABOVE INVERT OF LOWEST PIPE AS SHOWN ON THE DETAIL. PERFORATED PIPE SHALL BE INSTALLED ON BOTH SIDES OF EACH PIPE OR ANY SIDE OF BOX THAT PROVIDES MIN. CLEARANCE AS SHOWN ON THE DETAIL OR AS DIRECTED BY CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. PERFORATED PIPE SHALL BE WRAPPED WITH GEOTEXTILE FABRIC THE ENTIRE LENGTH OF THE STUB-OUT. THE FABRIC SHALL BE INSTALLED IN SUCH A MANNER THAT SILT IS PREVENTED FROM ENTERING THE OPEN END OF THE STUB-OUT AS WELL AS THE PERFORATIONS. THIS SHALL APPLY TO ALL DRAINAGE STRUCTURES.

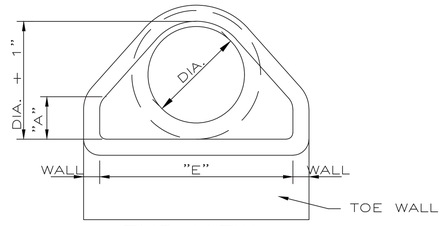
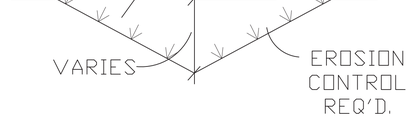


TABLE OF DIMENSIONS							
DIA.	WALL	SLOPE	"A"	"B"	"C"	"E"	"L"
18"	2 1/2"	3:1	9"	2'-3"	3'-10"	3'-0"	6'-1"
24"	3"	3:1	10"	3'-8"	2'-6"	4'-0"	6'-2"
30"	3 1/2"	3:1	1'-0"	4'-6"	1'-8"	5'-0"	6'-2"
48"	5"	3:1	2'-0"	6'-0"	2'-2"	7'-0"	8'-2"
60"	6"	3:1	2'-10"	6'-6"	1'-10"	8'-0"	8'-4"
72"	7"	3:1	3'-10"	6'-6"	1'-10"	9'-0"	8'-4"

FLARED END SECTION WITH TOE WALL

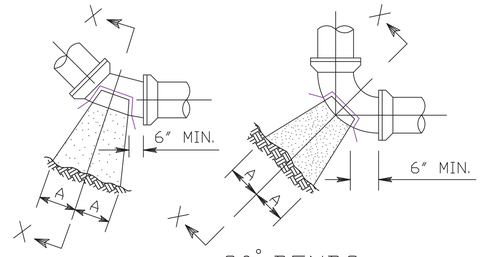
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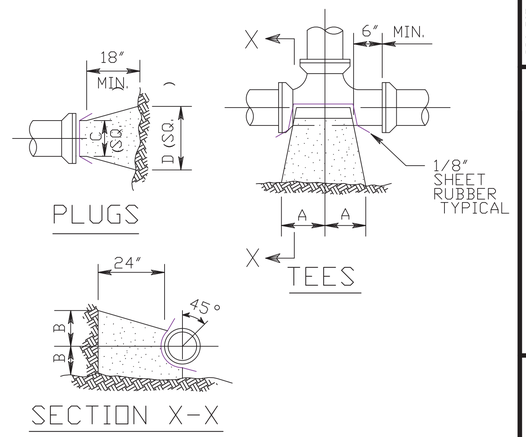


TYP. SWALE

(EROSION CHECKS REQ'D.)

notes;
1. all posts and framing to schedule 40 galvanized steel.
2. center 1 5/8" brace and 3/8" brace rod also req'd. @ each side of each corner
3. use 9 gauge, soft annealed wire to attach fabric to rails and posts @ 24" o.c.
4. hold tops of all concrete footings 2" below finished grade.
5. drive gates to be 10'-0"x8'-0" (no netting above) walk gates shall be 4'-0"x8'-0" (with netting above)







NOTE:
DEWS DF-24 or approved EQUAL RIM AND COVER WITH LETTERING "DRAIN" TO BE CAST ON LID

JUNCTION BOX MANHOLE CASTING

SOIL	SIZE	45° BEND		22½° BEND		11¼° BEND		90° BEND		TEE		PLUG	
		A	B	A	B	A	B	A	B	A	B	C	D
2000 psf	6"	16	10	9	10	6	8	18	10	10	12	10	21
	8"	22	13	12	13	8	10	25	13	16	12	20	29
	10"	26	17	14	17	10	13	30	17	16	20	14	36
	12"	29	21	16	21	11	16	34	21	18	24	16	41
	14"	35	24	19	24	12	20	36	24	22	27	18	48
	16"	38	27	21	27	12	24	42	27	24	30	20	54

NOTE:
1. ALL DIMENSIONS ARE IN INCHES.
2. USE ON WATER LINES AND SEWER FORCE MAINS.

THRUST BLOCK DETAILS

REVISED
DRAWN JCH
CHECKED
DATE January 2022

SHEET TITLE
Construction Details

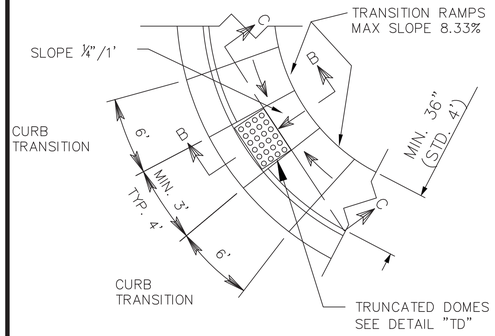
PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

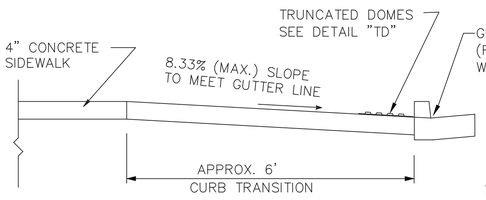
Dennis Stieffel and Associates, Inc.
Consulting Engineers
DSA

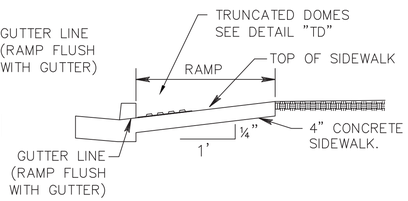
SHEET
22

PROJECT NO.
862

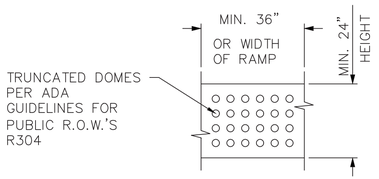


PLAN – WHEEL CHAIR RAMP
@ INTERSECTIONS WITH
SIDEWALKS ON TWO SIDES



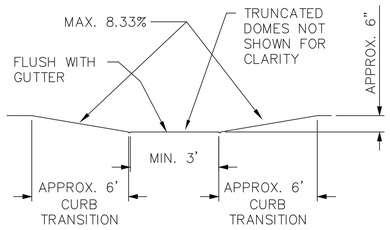


SECTION "A–A"

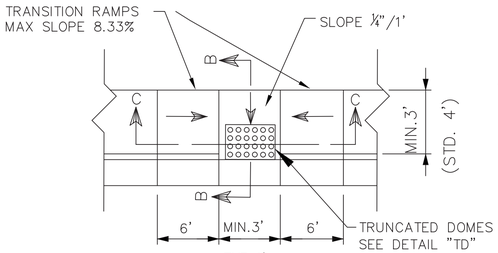


TRUNCATED DOMES "TD"

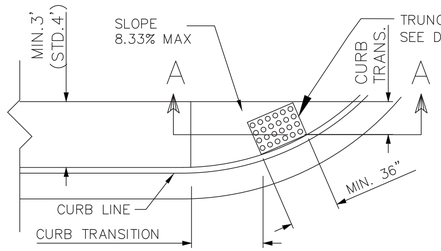
SECTION "B–B"



SECTION "C–C"



PLAN – WHEEL CHAIR RAMP

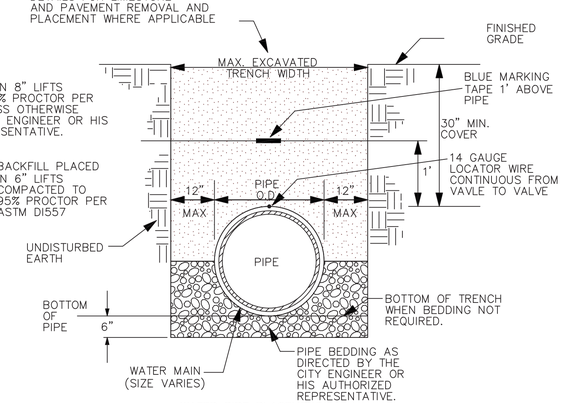


PLAN – WHEEL CHAIR RAMP
@ INTERSECTIONS WITH
SIDEWALKS ON ONE SIDE

HANDICAP RAMP
WITH TRUNCATED DOMES (NO GREEN SPACE)

SCALE: N.T.S. UPDATED: 12/19/2011

NOTES:
1. CONCRETE SHALL BE 3000 PSI 28–DAY COMPRESSIVE STRENGTH.
2. SCORE JOINTS ARE TO BE PROVIDED IN SIDEWALKS, CURB. & GUTTER AND DRIVEWAYS.
3. ALL EXPANSION JOINT MATERIAL SHALL BE 1/2" PREFORMED JOINT FILLER.
4. CONTROL JOINTS SHALL BE PLACED EVERY 4' AND EVERY THIRD JOINT SHALL BE A CONSTRUCTION JOINT.
5. CONTRACTOR SHALL SUBMIT MANUFACTURE'S INFORMATION FOR TRUNCATED DOME MAT FOR APPROVAL PRIOR TO INSTALLATION.
6. PROVIDE EXPANSION JOINT MATERIAL BETWEEN ALL CONCRETE TO CONCRETE ABUTMENTS
7. WHEELCHAIR RAMPS TO BE PROVIDED AT ALL INTERSECTIONS FOR STREETS WITH SIDEWALKS



WATER PIPE PLACEMENT

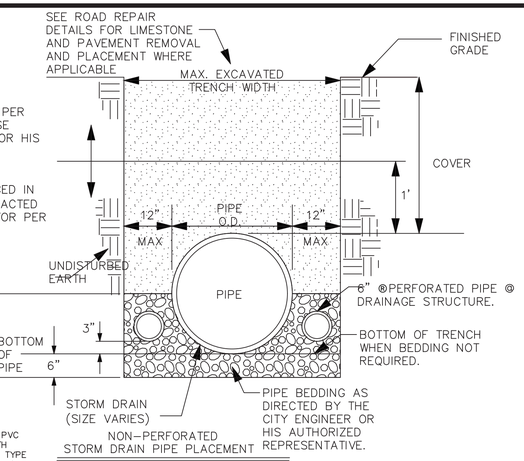
SCALE: N.T.S. UPDATED: 2/20/02

WATER PIPE PLACEMENT NOTES:

1. WATER PIPE SHALL BE PVC OR DUCTILE IRON (D.I.) IN ACCORDANCE WITH THE SPECIFICATION. LOCATION FOR INSTALLATION OF PVC OR D.I. PIPE SHALL BE AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
2. REFER TO OTHER DETAILS FOR THRUST BLOCKS, VALVES, SERVICES, & FIRE HYDRANTS.
3. PIPE BEDDING SHALL BE "BORROW EXCAVATION" IN ACCORDANCE WITH SECTION 203 OF THE SPECIFICATION OR "SIZE II STABILIZER AGGREGATE" IN ACCORDANCE WITH SECTION 304 OF THE SPECIFICATION. TYPE AND LOCATION OF BEDDING SHALL BE DETERMINED BY THE CITY EGINEER OR HIS AUTHORIZED REPRESENTATIVE.
4. BACKFILL MATERIAL SHALL BE PLACED ON BOTH SIDES OF PIPE SIMULTANEOUSLY DURING BACKFILLING OPERATIONS TO PREVENT SHIFTING OR DAMAGE TO PIPE.
5. IF EXISTING MATERIAL IS USED FOR BACKFILL, THERE SHALL BE NO ADDITIONAL PAYMENT FOR EXCAVATION, BACKFILL, AND DISPOSAL OF EXCESS MATERIAL. IF EXISTING MATERIAL IS UNSUITABLE FOR BACKFILL, BORROW MATERIAL SHALL BE USED. THERE SHALL BE NO ADDITIONAL PAYMENT FOR EXCAVATION AND DISPOSAL OF UNSUITABLE MATERIAL. APPROVED PLACEMENT OF BORROW SHALL BE PAID AT THE CONTRACT UNIT PRICE BID.

WATER PIPE PLACEMENT

NO SCALE

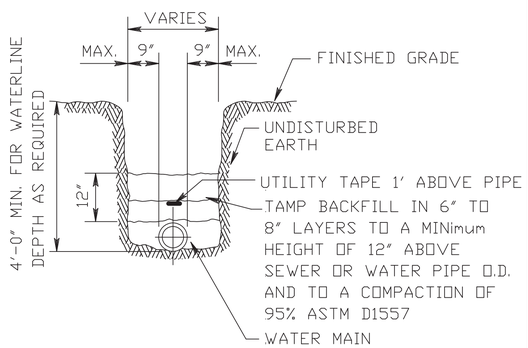


NON–PERFORATED
STORM DRAIN PIPE PLACEMENT

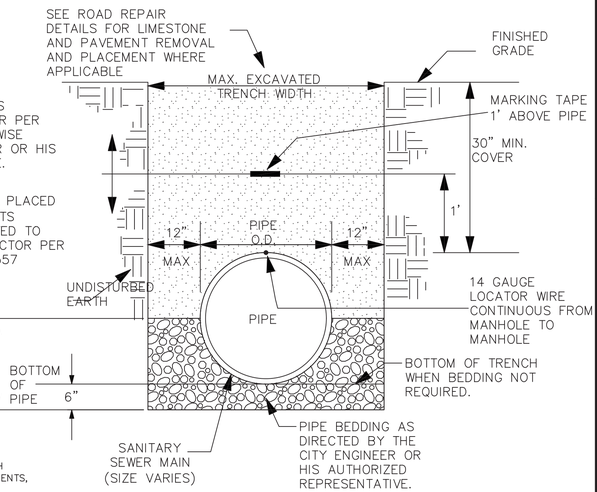
SCALE: N.T.S. UPDATED: 6/17/03

NON–PERFORATED
STORM DRAIN PIPE NOTES:

1. STORM DRAIN PIPE SHALL BE CONCRETE, RIBBED PVC OR HIGH DENSITY POLYETHYLENE IN ACCORDANCE WITH THE SPECIFICATION. LOCATION FOR INSTALLATION OF TYPE OF PIPE SHALL BE AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. ONLY CONCRETE STORM DRAIN PIPE SHALL BE INSTALLED UNDER PAVED AREAS.
2. ALL STORM DRAIN JOINTS SHALL BE WRAPPED WITH GEOTEXTILE FABRIC. FABRIC SHALL BE 3' WIDE (CENTERED OVER JOINT) AND LONG ENOUGH TO WRAP AROUND THE PIPE JOINT AND OVERLAP 1/3 THE CIRCUMFERENCE. THE COST OF FABRIC SHALL BE ABSORBED IN THE UNIT PRICE BID FOR STORM DRAIN PIPE AND SHALL NOT BE MEASURED FOR SEPARATE PAYMENT.
3. REFER TO OTHER DETAILS FOR DRAINAGE STRUCTURES, CONCRETE PIPE REPAIR METHODS, PIPE END TREATMENTS, & GRATES.
4. PIPE BEDDING SHALL BE "BORROW EXCAVATION" IN ACCORDANCE WITH SECTION 203 OF THE SPECIFICATION OR "SIZE II STABILIZER AGGREGATE" IN ACCORDANCE WITH SECTION 304 OF THE SPECIFICATION. TYPE AND LOCATION OF BEDDING SHALL BE DETERMINED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. BEDDING FOR ARCH PIPE SHALL COVER THE HAUNCHES.
6. BACKFILL MATERIAL SHALL BE PLACED ON BOTH SIDES OF PIPE SIMULTANEOUSLY DURING BACKFILLING OPERATIONS TO PREVENT SHIFTING OR DAMAGE TO PIPE.
7. "MAXIMUM EXCAVATED TRENCH WIDTH" REFERS TO THE MAXIMUM WIDTH THAT WILL BE USED FOR COMPUTATION OF APPLICABLE PAY ITEMS FOR BEDDING, BORROW FOR BACKFILL, LIMESTONE, OR PAVING. THE CONTRACTOR MAY EXCAVATE A WIDER TRENCH AT HIS OWN EXPENSE AS LONG AS TRENCH REMAINS WITHIN THE LIMITS OF CITY R.O.W., PROPERTY OR EASEMENT AND THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE APPROVES THE DIMENSIONS OF THE WIDER TRENCH.
8. INSTALLATION AND COVER REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE PIPE MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND RECOMMENDATIONS. TOP OF STORM DRAIN SHALL BE BELOW ROAD BASE IN PAVED AREAS.



UTILITY EMBEDMENT



SANITARY SEWER PIPE PLACEMENT

SCALE: N.T.S. UPDATED: 5/2/02

SEWER PIPE PLACEMENT NOTES:

1. SANITARY SEWER PIPE SHALL BE PVC OR DUCTILE IRON (D.I.) IN ACCORDANCE WITH THE SPECIFICATION. LOCATION FOR INSTALLATION OF PVC OR D.I. PIPE SHALL BE AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
2. SANITARY SEWER PIPE SHALL BE BURIED IN ACCORDANCE WITH THE PIPE MANUFACTURER'S WRITTEN MINIMUM COVER REQUIREMENTS, BUT COVER SHALL BE A MINIMUM OF 30".
3. FOR GRAVITY PIPE REFER TO OTHER DETAILS FOR MANHOLES & SERVICES.
4. FOR FORCE MAINS REFER TO OTHER DETAILS FOR THRUST BLOCKS, VALVES, SERVICES, & AIR RELEASE VALVES.
5. PIPE BEDDING SHALL BE "BORROW EXCAVATION" IN ACCORDANCE WITH SECTION 203 OF THE SPECIFICATION OR "SIZE II STABILIZER AGGREGATE" IN ACCORDANCE WITH SECTION 304 OF THE SPECIFICATION. TYPE AND LOCATION OF BEDDING SHALL BE DETERMINED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
6. BACKFILL MATERIAL SHALL BE PLACED ON BOTH SIDES OF PIPE SIMULTANEOUSLY DURING BACKFILLING OPERATIONS TO PREVENT SHIFTING OR DAMAGE TO PIPE.
7. IF EXISTING MATERIAL IS UNSUITABLE FOR BACKFILL, BORROW MATERIAL SHALL BE USED. APPROVED PLACEMENT OF BORROW SHALL BE PAID AT THE CONTRACT UNIT PRICE BID.
8. "MAXIMUM EXCAVATED TRENCH WIDTH" REFERS TO THE MAXIMUM WIDTH THAT WILL BE USED FOR COMPUTATION OF APPLICABLE PAY ITEMS FOR BEDDING, BORROW FOR BACKFILL, LIMESTONE, OR PAVING. THE CONTRACTOR MAY EXCAVATE A WIDER TRENCH AT HIS OWN EXPENSE AS LONG AS THE TRENCH REMAINS WITHIN THE LIMITS OF CITY R.O.W., PROPERTY OR EASEMENT AND THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE APPROVES THE DIMENSIONS OF THE WIDER TRENCH.

SANITARY SEWER
PIPE PLACEMENT

NO SCALE

REVISED
DRAWN JDH
CHECKED
DATE January 2022

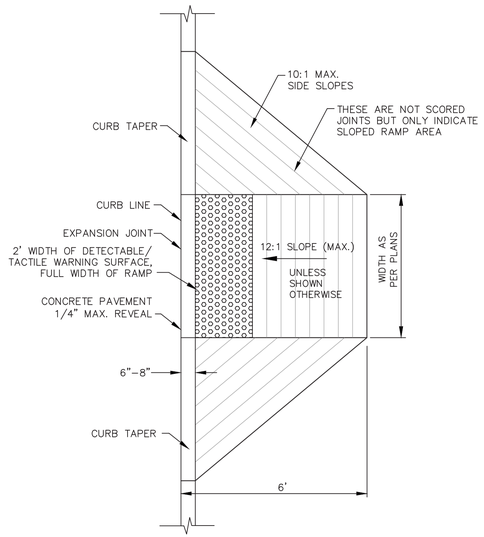
SHEET TITLE
Construction Details

PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

Dennis Stieffel and Associates, Inc.
Consulting Engineers
13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

SHEET
23

PROJECT NO.
862



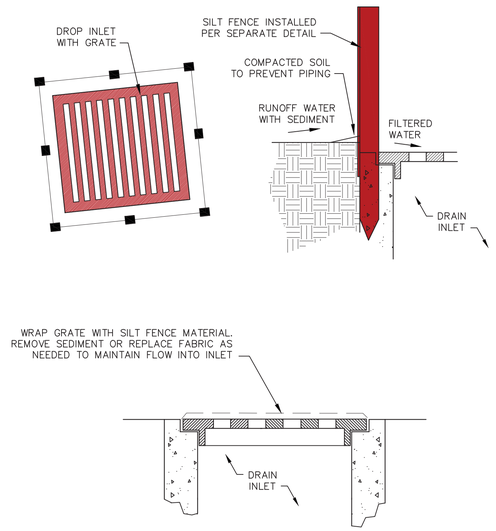
PLAN VIEW

HANDICAP RAMP W/TACTILE WARNING SURFACE

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: HCRAMPDOME	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX 228-868-5822

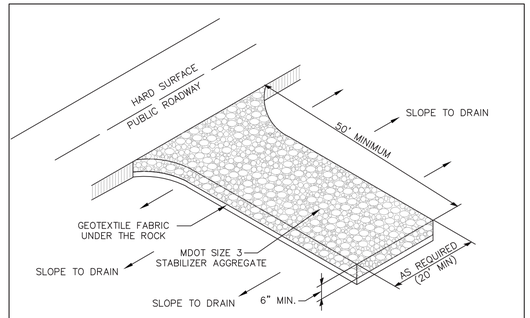


STORM DRAIN INLET PROTECTION DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: INLET PROTECTION	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX 228-868-5822



NOTES:

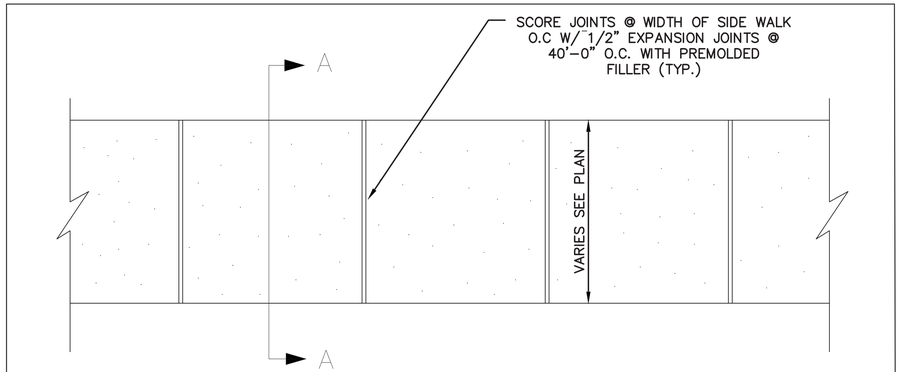
1. THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND SHALL EXTEND THE FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
2. THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MAINTENANCE AND REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE ENTRANCE SHALL BE CHECKED ON A DAILY BASIS AND BEFORE & AFTER ANY RAINFALL EVENT FOR ANY DAMAGES. ANY DAMAGES FOUND SHALL BE REMEDIATED BEFORE THE DAYS END AT NO ADDITIONAL COST TO THE CITY.
4. THE ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT THE FLOW OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS SHALL BE REMOVED IMMEDIATELY.
5. MEASURES SHALL BE TAKEN TO PREVENT VEHICULAR TRAFFIC FROM BYPASSING THE CONSTRUCTION ENTRANCE DURING INGRESS AND EGRESS.

LIMESTONE CONSTRUCTION ENTRY DETAIL

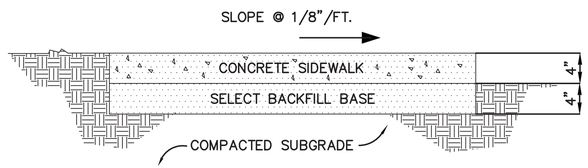
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SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: CONSTRUCT ENTRY.dwg	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

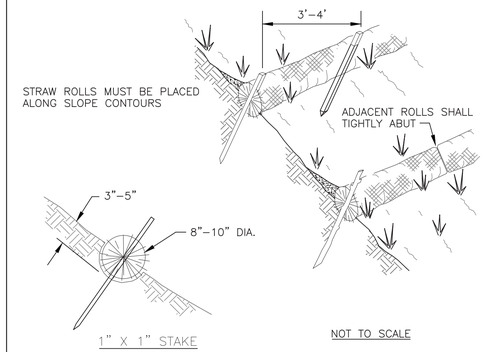
Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX 228-868-5822



SIDEWALK PLAN



SECTION A-A



1" X 1" STAKE

NOT TO SCALE

NOTE:
1. STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.

STRAW ROLL WATTLE DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295-B	
DR. BY:	FILE: STRAWWATTLE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX 228-868-5822

REVISED
DRAWN JDH
CHECKED
DATE January 2022

SHEET TITLE
Construction Details

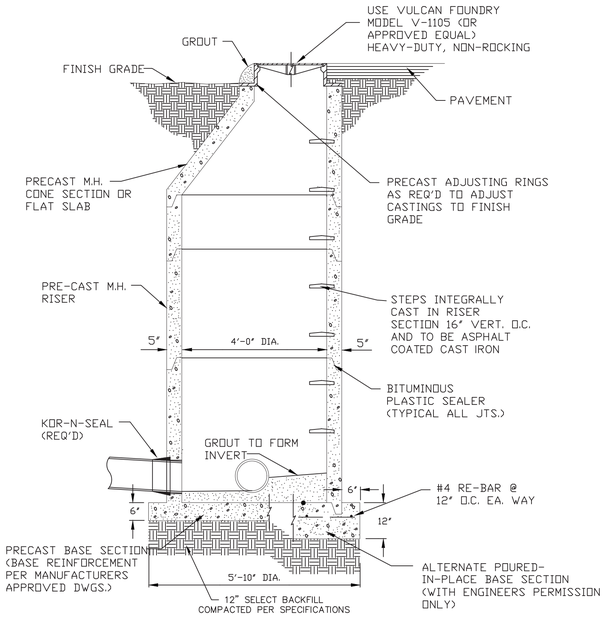
PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

Dennis Stieffel and Associates, Inc.
Consulting Engineers
DSA

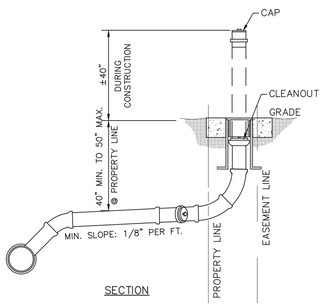
SHEET
24

PROJECT NO.
862

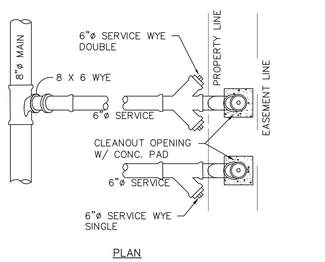


SANITARY SEWER MANHOLE

N.T.S.



SECTION

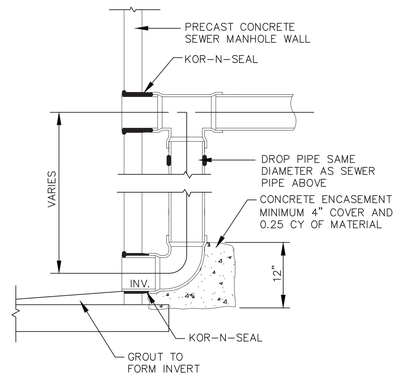


PLAN

TYPICAL SEWER SERVICE		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG 3	
DR. BY:	FILE: SWRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

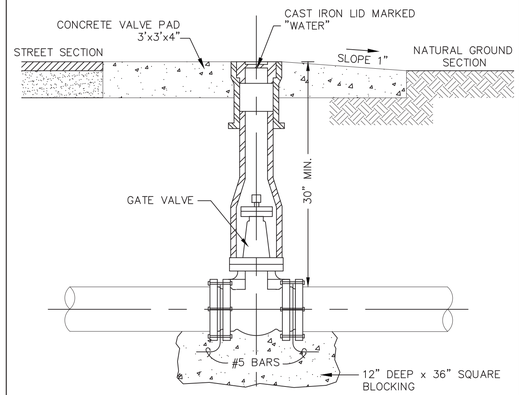
Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
1422 23RD AVENUE, GULFPORT, MS 39501
PH. 228-868-5881 FAX. 228-868-5922



DROP MANHOLE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02731-A	
DR. BY:	FILE: DROPMH	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

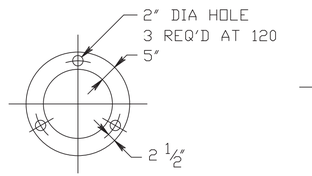
Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822

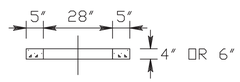


TYPICAL GATE VALVE ASSEMBLY		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02663	
DR. BY:	FILE: GATEVALVE	

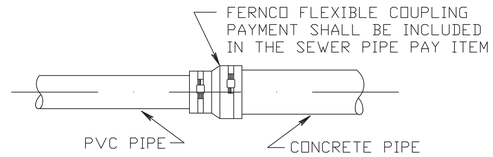
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822

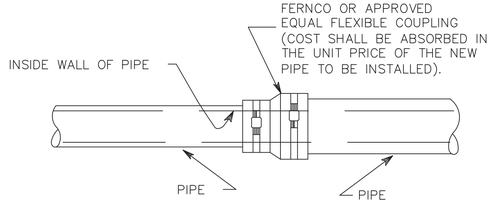




ADJUSTING RING



PVC TO CONCRETE CONNECTION DETAIL



NEW TO EXISTING SANITARY SEWER CONNECTION DETAIL

NOTES:

1. SANITARY SEWER PIPE SHALL BE PVC OR DUCTILE IRON (D.I.) IN ACCORDANCE WITH THE SPECIFICATION. LOCATION FOR INSTALLATION OF PVC OR D.I. PIPE SHALL BE AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
2. SANITARY SEWER PIPE SHALL BE BURIED IN ACCORDANCE WITH THE PIPE MANUFACTURER'S WRITTEN MINIMUM COVER REQUIREMENTS, BUT COVER SHALL BE A MINIMUM OF 30".
3. FOR GRAVITY PIPE REFER TO OTHER DETAILS FOR MANHOLES & SERVICES.
4. FOR FORCE MAINS REFER TO OTHER DETAILS FOR THRUST BLOCKS, VALVES, SERVICES, & AIR RELEASE VALVES.
5. PIPE BEDDING SHALL BE "BORROW EXCAVATION" IN ACCORDANCE WITH SECTION 203 OF THE SPECIFICATION OR "SIZE II STABILIZER AGGREGATE" IN ACCORDANCE WITH SECTION 304 OF THE SPECIFICATION. TYPE AND LOCATION OF BEDDING SHALL BE DETERMINED BY THE CITY ENGINE OR HIS AUTHORIZED REPRESENTATIVE.
6. BACKFILL MATERIAL SHALL BE PLACED ON BOTH SIDES OF PIPE SIMULTANEOUSLY DURING BACKFILLING OPERATIONS TO PREVENT SHIFTING OR DAMAGE TO PIPE.
7. IF EXISTING MATERIAL IS UNSUITABLE FOR BACKFILL, BORROW MATERIAL SHALL BE USED. APPROVED PLACEMENT OF BORROW SHALL BE PAID AT THE CONTRACT UNIT PRICE BID.
8. "MAXIMUM EXCAVATED TRENCH WIDTH" REFERS TO THE MAXIMUM WIDTH THAT WILL BE USED FOR COMPUTATION OF APPLICABLE PAY ITEMS FOR BEDDING, BORROW FOR BACKFILL, LIMESTONE, OR PAVING. THE CONTRACTOR MAY EXCAVATE A WIDER TRENCH AT HIS OWN EXPENSE AS LONG AS THE TRENCH REMAINS WITHIN THE LIMITS OF CITY R.O.W., PROPERTY OR EASEMENT AND THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE APPROVES THE DIMENSIONS OF THE WIDER TRENCH.

NOTE:

1. THIS DETAIL SHALL ONLY BE USED AS SHOWN ON THE PLANS OR AS APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

REVISED
DRAWN JDH
CHECKED
DATE January 2022

SHEET TITLE
Construction Details

PROJECT NAME
The Great Southern
CITY OF GULFPORT, MISSISSIPPI

Dennis Stieffel and Associates, Inc.
Consulting Engineers
13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

SHEET
25

PROJECT NO.
862

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:
IPL0075864
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
60.72
Payment Type:
Account Billed
User ID:
IPL0024925

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
June 2, 2022 1:01:10 PM EDT
Amount:
60.72

SCHEDULE FOR AD NUMBER IPL00758640

June 8, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00758640

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, June 23, 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 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

Zoning Map Amendment 2206PC107, by owner GIN Investments, tax parcel 0711I-02-111.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 801 36th Ave, Ward 2

Zoning Map Amendment 2206PC108, by owner IG Development, LLC, tax parcels 1010E-01-012.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1204 W Pine St, Ward 4

Zoning Map Amendment 2206PC109, by agent Garlon Pemberton, tax parcel 1010E-01-010.006, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1226 W Pine St, Ward 4

Planning Commission Approval 2206PC111, by owner Chandra Smith and Leonard McNair, tax parcel 0807I-01-001.027, Requests home occupation for mobile phlebotomy use, 14060 Winchester Ln, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2206PC112, by owner Tina Harris, tax parcel 0808D-02-061.000, Requests home occupation for homemade crafts use, 15348 Parkwood Dr N, Zoned R-1-10 (Single-family), Ward 7

Zoning Map Amendment 2206PC115, by agent Joyce Unsworth, tax parcel 0710O-02-038.000, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4628 28th St, Ward 1

Zoning Map Amendent 2206PC117, by owner WJZD, tax parcels 1010E-01-010.003 & 1010E-01-010.004, Requests to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Magnolia St, Ward 4

Zoning Text Amendment 2206PC118, by agent Garlon Pemberton, tax parcel 1010E-01-010.005, Requests to rezone from T3 (Sub Urban zone) to T4+ (General Urban Zone "Plus"), Pine St, Ward 4

Zoning Map Amendment 2206PC119, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908E-01-001.001 & 0908C-01-001.001, Requests to rezone from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Music St, Ward 6

General Plan 2207PC126, by agent ArborSites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Text Amendment 2207PC128, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. District Regulations (K) Chart of Permitted Uses (2) Schedule of uses – RETAIL AND WHOLESALE TRADE

This the 2nd day of June 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

<< Click here to print a printer friendly version >>

RE: General Plan 2207PC126, by agent ArborSites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, June 23, 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, June 23, 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.



1st Judicial District
Instrument 2021-9254-D-J1
Filed/Recorded 06/29/2021 11:00 AM
Total Fees $26.00
4 Pages Recorded

Prepared by and after recording return to:
J. William Williams, MBN 99709
Williams Law Firm, PA
Gulfport, Mississippi 39501
Telephone No.: (228) 206-7900
Facsimile No.: (228) 206-7911

Grantor's Name, Address and Telephone Number:
GREAT SOUTHERN INVESTMENTS, LLC, a Mississippi limited liability company
2300 14th Street
Gulfport, Mississippi 39501
(228) 863-0232

Grantee's Name, Address and Telephone Number:
ARBOR SITES, LLC, a Florida limited liability company
4910 North Monroe Street
Tallahassee Florida 32303
(850) 656-7667

Indexing Instructions:
A parcel of land situated and being located in a part of U.S. Government Lots 2, 3, 5, and 6, Fractional Section 32, Township 7 South, Range 10 West, City of Gulfport, First Judicial District, Harrison County, Mississippi

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 which is hereby acknowledged, the undersigned **GREAT SOUTHERN INVESTMENTS, LLC**, a Mississippi limited liability company (**"Grantor"**), does sell, grant, convey, and warrant unto **ARBOR SITES, LLC**, a Florida limited liability company (**"Grantee"**), the real property, together with all improvements thereon, situated in the First Judicial District of Harrison County, Mississippi, and more particularly described on **Exhibit "A,"** which is hereby incorporated by reference.

The property described in **Exhibit "A"** does not constitute any part of the homestead of the Grantor.

The conveyance is made subject to all protective covenants, rights of way, easements, and oil, gas or mineral reservations or conveyances of record pertaining to the subject property.

Taxes for the current year have been pro-rated as of the date of this Warranty Deed and such taxes are assumed by the Grantee.

WITNESS, the Grantor has caused this instrument to be executed, this the 29th day of June, 2021.

GRANTOR:

GREAT SOUTHERN INVESTMENTS, LLC, a Mississippi limited liability company

By: _____
Name: Lenwood S. Sawyer, Jr.
Title: Manager

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 29th day of June, 2021, within my jurisdiction, the within named Lenwood S. Sawyer, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

SWORN TO AND SUBSCRIBED before me this, the 29th day of June, 2021.

_____
NOTARY PUBLIC

My Commission Expires: May 29, 2025
(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 120351 BRANDY M. WICKS Commission Expires May 29, 2025 HARRISON COUNTY

DESCRIPTION OF GREAT SOUTHERN GOLF COURSE PROPERTY

The following described property situated and being located in Section 32, Township 7 South, Range 10 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, and being more particularly described as:

Beginning at a point in the north right-of-way of the CSX Transportation Railroad, formerly the Louisville and Nashville railroad, which point is 1392.5' from the east line of Section 32 as measured along the northern margin of said railroad right-of-way, and being further described as being the southwest corner of the property of Johnson as shown in Deed Book 123 at page 634, and which point is marked with a concrete monument; and running thence N02°35'11"W 622.15' to the northwest corner of the Johnson property and which point is also the south line of property now or formerly owned by Southern Realty Company; thence run S83°55'51"W a distance of 253.43'; thence run N00°38'37"W 429.89'; thence run N00°23'05"W 295.5'; thence run S69°50'08"W 897.28' along the boundary line of Broadwater Place Subdivision (Plat Book 36, page 41) and the boundary line of Greenview Subdivision (Plat Book 34, page 34); thence run N27°19'18" 97.82' along Greenview Subdivision; thence run S85°42'07"W 676.44' along Greenview Subdivision; thence run S71°10'26"W 475.18'along Greenview Subdivision; thence run S42°13'W 250.38' and along Greenview Subdivision; thence run S54°56'34"W 305.94'; thence run S01°12'37"W 838.50 and along 2nd Replat Great Southern Golf Estates Subdivision, Unit One (Plat Book 34, page 8); thence run S88°07'25"E 848.64' along 2nd Replat Great Southern Golf Estates Subdivision; thence run S00°01'25"E 226.54' along 2nd Replat Great Southern Golf Estates to the said northern right-of-way of the CSX Transportation Railroad, formerly the Louisville and Nashville railroad; thence run N73°28'E along said northern right-of-way a distance of 1967.84' to the point of beginning; AND ALSO that certain tract of land described as: Beginning at a concrete marker in the South right-of-way of the CSX Transportation Railroad, formerly the Louisville and Nashville Railroad, which point is 1465.0' westerly of the east line of Section 32, as measured along the South margin of the said railroad right-of-way, and which point is likewise the Northwest corner of the Venetian Gardens Subdivision (Plat Book 13, page 27), for a point of beginning; running thence S73°28'W along the South margin of said railroad right-of-way a distance of 1894.10' to the Northeast corner of the Country Club Estates (Plat Book 21, page 35); thence run the following eastern boundary of said Country Club Estates, S00°08'57"W 250.56'; thence N73°33'28"E 200.17'; thence S00°08'57"W 954.6' to a point which is the SE corner of Country Club Estates; thence run S00°08'57"W 424.3' to the north margin of the U. S. Highway 90 Service Road; running thence S00°08'57"W to the Gulf of Mexico; thence running in an easterly direction along the meanderings of the Gulf of Mexico to the western boundary line projected of Magnolia Manor Subdivision (Plat Book 21, page 37); thence running N00°03'25"W along the said western boundary line projected of Magnolia Manor Subdivision to a point on the said north margin of U. S. Highway 90 Service Road, which point is N75°31'30"E 944.29' from the point of intersection of the west line of the property herein described with the north margin of the U. S. Highway 90 Service Road; thence un N00°03'25"W 777.79' along the western boundary to the NW corner of Magnolia Manor; thence run N77°47'49"E 733.66' along the northern boundary of Magnolia Manor to a concrete monument at the NE corner of Magnolia Manor Subdivision in the west line of said Venetian Gardens Subdivision; thence run N00°09'35"W 942.91' along the western boundary of Venetian Gardens Subdivision to the Point of Beginning. Being the same land conveyed by Great Southern Development Company, Inc. to Mrs. Dorothy Dorsett Brown by deed dated October 23, 1962 and filed for record October 23, 1962 at 3:26 PM, and recorded in Deed Book 504 at pages 152-154 of Harrison County, Mississippi.

TOGETHER WITH ALL THINGS APPURTENANT AND APPERTAINING THERETO.

The following is the foregoing description separately described as the North Parcel (that being located North of the CSX Railroad Tracks) and the South Parcel (that being located South of the CSX Railroad Tracks).

NORTH PARCEL

A parcel of land situated in Section 32, Township 7 South, Range 10 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, to-wit;

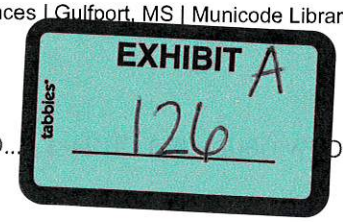
Beginning at a point in the north right-of-way of the CSX Transportation Railroad, formerly the Louisville and Nashville railroad, which point is 1392.5' from the east line of Section 32 as measured along the northern margin of said railroad right-of-way, and being further described as being the southwest corner of the property of Johnson as shown in Deed Book 123 at page 634, and which point is marked with a concrete monument; and running thence N02°35'11"W 622.15' to the northwest corner of the Johnson property and which point is also the south line of property now or formerly owned by Southern Realty Company; thence run S83°55'51"W a distance of 253.43'; thence run N00°38'37"W 429.89'; thence run N00°23'05"W 295.5'; thence run S69°50'08"W 897.28' along the boundary line of Broadwater Place Subdivision (Plat Book 36, page 41) and the boundary line of Greenview Subdivision (Plat Book 34, page 34); thence run N27°19'18" 97.82' along Greenview Subdivision; thence run S85°42'07"W 676.44' along Greenview Subdivision; thence run S71°10'26"W 475.18'along Greenview Subdivision; thence run S42°13'W 250.38' and along Greenview Subdivision; thence run S54°56'34"W 305.94'; thence run S01°12'37"W 838.50 and along 2nd Replat Great Southern Golf Estates Subdivision, Unit One (Plat Book 34, page 8); thence run S88°07'25"E 848.64' along 2nd Replat Great Southern Golf Estates Subdivision; thence run S00°01'25"E 226.54' along 2nd Replat Great Southern Golf Estates to the said northern right-of-way of the CSX Transportation Railroad, formerly the Louisville and Nashville railroad; thence run N73°28'E along said northern right-of-way a distance of 1967.84' to the point of beginning;
Harrison County Tax Parcel 1010I-01-078.000

SOUTH PARCEL

A parcel of land situated in Section 32, Township 7 South, Range 10 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, to-wit;

that certain tract of land described as: Beginning at a concrete marker in the South right-of-way of the CSX Transportation Railroad, formerly the Louisville and Nashville Railroad, which point is 1465.0' westerly of the east line of Section 32, as measured along the South margin of the said railroad right-of-way, and which point is likewise the Northwest corner of the Venetian Gardens Subdivision (Plat Book 13, page 27), for a point of beginning; running thence S73°28'W along the South margin of said railroad right-of-way a distance of 1894.10' to the Northeast corner of the Country Club Estates (Plat Book 21, page 35); thence run the following eastern boundary of said Country Club Estates, S00°08'57"W 250.56'; thence N73°33'28"E 200.17'; thence S00°08'57"W 954.6' to a point which is the SE corner of Country Club Estates; thence run S00°08'57"W 424.3' to the north margin of the U. S. Highway 90 Service Road; running thence S00°08'57"W to the Gulf of Mexico; thence running in an easterly direction along the meanderings of the Gulf of Mexico to the western boundary line projected of Magnolia Manor Subdivision (Plat Book 21, page 37); thence running N00°03'25"W along the said western boundary line projected of Magnolia Manor Subdivision to a point on the said north margin of U. S. Highway 90 Service Road, which point is N75°31'30"E 944.29' from the point of intersection of the west line of the property herein described with the north margin of the U. S. Highway 90 Service Road; thence un N00°03'25"W 777.79' along the western boundary to the NW corner of Magnolia Manor; thence run N77°47'49"E 733.66' along the northern boundary of Magnolia Manor to a concrete monument at the NE corner of Magnolia Manor Subdivision in the west line of said Venetian Gardens Subdivision; thence run N00°09'35"W 942.91' along the western boundary of Venetian Gardens Subdivision to the Point of Beginning. Being the same land conveyed by Great Southern Development Company, Inc. to Mrs. Dorothy Dorsett Brown by deed dated October 23, 1962 and filed for record October 23, 1962 at 3:26 PM, and recorded in Deed Book 504 at pages 152-154 of Harrison County, Mississippi.
Harrison County Tax Parcel 1010P-03-038.000

TOGETHER WITH ALL THINGS APPURTENANT AND APPERTAINING THERETO.



Gulfport, MS
Code of Ordinances

CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI

SUPPLEMENT HISTORY TABLE modified

PART I - HISTORICAL DOCUMENTS

- Chapter 1 - GENERAL GOVERNMENT
- Chapter 2 - BOATS, DOCKS, WATERWAYS AND BEACHES
- Chapter 3 - BUILDINGS
- Chapter 4 - HEALTH AND SANITATION
- Chapter 5 - LICENSES AND BUSINESS REGULATIONS
- Chapter 6 - MOTOR VEHICLES AND TRAFFIC
- Chapter 7 - OFFENSES AND MISCELLANEOUS PROVISIONS
- Chapter 8 - PARKS, GROUNDS AND BEAUTIFICATION
- Chapter 9 - PLANNING AND DEVELOPMENT
  - ARTICLE I. - IN GENERAL
  - ARTICLE II. - URBAN RENEWAL AND PLANNING
  - ARTICLE III. - SUBDIVISIONS
    - Sec. 9-46. - Definitions.
    - Sec. 9-47. - Purposes; jurisdiction; application of article; interpretation.
    - Sec. 9-48. - Procedure.
    - Sec. 9-49. - Specification requirements.
    - Sec. 9-50. - Design standards.

Sec. 9-51. - Improvements.

Sec. 9-52. - Dedications and reservations.

Sec. 9-53. - Administration.

Sec. 9-54. - Amendments.

Secs. 9-55—9-75. - Reserved.

› ARTICLE IV. - SIGNS

› Chapter 10 - PUBLIC SAFETY

› Chapter 11 - WATER AND SEWERS

› Chapter 12 - UTILITIES

⌄ APPENDIX A - ZONING

Sec. I. - Definitions. modified

Sec. II. - General regulations.

Sec. III. - District regulations. modified

Sec. IV. - Supplementary regulations.

Sec. V. - Planned building groups.

Sec. VI. - Off-street parking and off-street truck loading.

Sec. VII. - Nonconforming uses and structures.

Sec. VIII. - Administration and enforcement.

Sec. IX. - Amendments.

Sec. X. - Separability, repeal of existing ordinance, and effective date.

Sec. XI. - Adult entertainment businesses.

Sec. XII. - Rehabilitation health clinics and plasma centers.

› APPENDIX B - FLOOD DAMAGE PREVENTION

› APPENDIX C - EROSION, SEDIMENT, AND POST-CONSTRUCTION CONTROL

› APPENDIX D - SMARTCODE

‹ Sec. 8-162. - Preparation, adoption and filing of plat. Chapter 10 - PUBLIC SAFETY ›

Chapter 9 - PLANNING AND DEVELOPMENT[1]

Footnotes:

--- (1) ---

Cross reference— *General government, Ch. 1; buildings, Ch. 3; health and sanitation, Ch. 4; licenses and business regulations, Ch. 5; parks, grounds and beautification, Ch. 8; water and sewers, Ch. 11; zoning, App. A; flood control, App. B; SmartCode, App. D; department of community development and technical services, § 1-97.*

State Law reference— *Municipal planning, Miss. Code Ann. 1972, § 17-1-1 et seq.; streets, parks and other public property, Miss. Code Ann. 1972, § 21-37-1 et seq.; municipal powers as to sidewalks, Miss. Code Ann. 1972, §§ 21-37-3, 21-37-5; municipal aid fund for street improvements and appurtenances, Miss. Code Ann. 1972, § 27-5-103; urban renewal and redevelopment, Miss. Code Ann. 1972, § 43-35-1 et seq.; highways, bridges and ferries, Miss. Code Ann. 1972, § 65-1-1 et seq.*

ARTICLE I. - IN GENERAL

Sec. 9-1. - [Alley encroachments.]

Encroachments in the defined "downtown" area shall be allowed, as follows:

(1) *Properties eligible.* Property that backs onto platted or dedicated alleys in the area of downtown bordered by 28th Avenue on the west, 14th Street on the north, 23rd Avenue on the east and 13th Street on the south, are subject to this section. Owners of such property may seek to encroach into said alleys immediately adjacent to any structures located on the property.

(2) *Approval of encroachment.* Property owners may seek approval of an encroachment by applying to the city council via letter which explains the encroachment requested. The letter must indicate that the property owner has discussed the encroachment with the Department of Urban Development prior to requesting approval of the encroachment. Prior to placement on the city council agenda, the encroachment request must be reviewed and commented upon by the Departments of Urban Development, Police, Fire, Engineering and Public Works. Once the city departments have commented on the proposed encroachment, it shall be placed on the agenda of the city council for review

and approval based on the impact that the encroachment will have on the functionality of the alley in question and based on the comments provided by the city departments. If approved, prior to constructing the encroachment, the property owner shall execute a Hold Harmless Agreement as provided by the Legal Department. Further, the property owner shall be responsible for all costs associated with constructing the encroachment.

(3) *Removal of encroachment.* Should it be determined by the governing authorities that removal of encroachment approved under this section is in the best interest of the city, the city shall request the owner of the property to remove the encroachment. In such case, the property owner shall remove the encroachment with all deliberate speed and no later than thirty (30) days following receipt of a request to remove encroachment which shall be provided to the property owner either by personal service or by certified mail, return receipt requested. Cost of removal of the encroachment shall be at the cost of the property owner.

(Ord. No. 2741, § 2, 2-21-12)

Editor's note— Ord. No. 2741, § 2, adopted Feb. 21, 2012 added provisions to the Code, but did not specify manner of inclusion. Therefore, at the discretion of the editor, said provisions have been included as § 9-1 herein.

Secs. 9-2—9-25. - Reserved.

ARTICLE II. - URBAN RENEWAL AND PLANNING[2]

Footnotes:

--- (2) ---

Cross reference— *Water and sewers, Ch. 11.*

Sec. 9-26. - Finding of necessity.

Whereas the mayor and city council have examined into the condition of the city and considered their findings, and do now find and determine that one (1) or more slum or blighted areas exist in the city; and whereas the mayor and city council do further find and determine that the rehabilitation, conservation, redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city; the provisions of this article are enacted.

(Code 1963, § 27-1)

State Law reference— Finding of necessity by local governing body, Miss. Code Ann. 1972, § 43-35-11; urban renewal agency, Miss. Code Ann. 1972, § 43-35-33.

city council approval, keep minutes of all regular and special meetings, establish the place, date, and time of meetings, and make recommendations regarding staff needs to the mayor and city council.

(e) The planning commission with assistance of the urban development department staff shall submit a proposed budget at the appropriate times as required, and the mayor and city council shall appropriate such funds as may be proper and necessary out of the general fund of the city to permit the planning commission to be properly housed, equipped and staffed to carry out its duties in an efficient manner. The mayor and city council shall levy such millage as may be necessary and required to carry out the duties in an efficient manner, and to carry out the provisions and purposes of this section.

(f) The planning commission shall have the authority to perform and carry out the duties and functions as set out in MCA § 17-1-11 and such other duties and functions as may from time to time be assigned.

(g) Should any ward as of September 1, 2008, not be represented by a planning commissioner as set out in paragraph (a) herein, the longest tenured office-holder or commissioner as of September 1, 2008, shall be temporarily assigned such ward designation until the term of office for this ward as set forth in paragraph (b) expires or is otherwise vacated and upon which an appointment from such ward may be made. All other planning commissioners in office as of September 1, 2008, are herein assigned the ward and at-large designations or positions set forth in paragraph (a), above, based on the length of their tenure in office through September 1, 2008, with the remaining longest tenured office-holders or commissioners being assigned the seven (7) ward designations or positions according to their residency in the city as of September 1, 2008. The at-large "(a)," "(b)," "(c)," and "(d)" positions shall be assigned to those remaining officer-holders or commissioners following ward designation assignments based on length of tenure in office through September 1, 2008, with the longest tenured office-holder remaining after ward assignments being assigned position " (a)" at large and the remaining least tenured office-holder being assigned position "(d)"at large.

(Code 1963, § 27-3; Res. of 8-2-77; Ord. No. 2608, § 2, 9-16-08)

Cross reference— General government, Ch. 1.

Secs. 9-29—9-45. - Reserved.

ARTICLE III. - SUBDIVISIONS[3]

Footnotes:

--- (3) ---

State Law reference— *Subdivision regulations, Miss. Code Ann. 1972, § 17-1-23 et seq.; requiring maps of subdivisions to be furnished and approved, Miss. Code Ann. 1972, § 21-19-63; maps and plats, Miss. Code Ann. 1972, § 19-27-21 et seq.*

Sec. 9-46. - Definitions.

For the purposes of the subdivision regulations in this article, certain words and phrases used herein are defined as follows:

Alley means any public space or thoroughfare twenty (20) feet or less in width which has been dedicated or deeded for public use.

Block means a parcel of land entirely surrounded by streets, streams, railroad rights-of-way, parks or other public spaces or by a combination thereof.

Building setback line means the line indicating the minimum horizontal distance between the street line and the face of buildings.

City council means the chief legislative body of the city.

Crosswalkway means a public right-of-way ten (10) feet or more in width between property lines, which provides pedestrian access to adjacent properties.

Development means the act of installing site improvements and building structures.

Easement means a grant by the owner of the use of a strip of land by others for specific purposes.

Engineering plans means the drawings on which the proposed subdivision improvements are shown and which, if approved, will be used for construction of the improvements.

Final plat means the final map or drawing on which the subdivision plan is submitted to the planning commission for review and recommendation and to the mayor and city council for approval and which, if approved, will be submitted to the county chancery clerk for recording.

General subdivision plan means the preliminary map or drawing on which the proposed layout of a subdivision is submitted to the planning commission for consideration.

Improvements means street surfacing, with curb and gutter, sidewalks, water mains, sanitary sewers, storm sewers, utilities and monuments.

Lot means a portion of a subdivision intended as a unit for transfer of ownership or for development.

Master plan means the comprehensive plan made and adopted by the mayor and city council for the physical development of the city; the term includes any unit or component part of such plan separately adopted and any amendment to such plan or part thereof.

Municipal or *municipality* means the city and, where appropriate to the context, that area lying within the corporate limits of the city as such corporate limits exist or may exist in the future.

Plan for circulation (major street plan) means the component part of the master plan for the city showing the general locations of principal thoroughfares, railways, airports, waterways and other transportation facilities.

Plan for community facilities means the component part of the master plan for the city showing the general locations of parks, recreation areas, school sites and other public buildings and community facilities.

Plan for the land means the component part of the master plan for the city showing the areas recommended for residential, commercial, industrial and other purposes.

Planning commission or *commission* means the city planning commission, as such commission was created heretofore.

Reserve strip means the strip of land smaller than a lot retained in private ownership for the purpose of controlling access to land dedicated or intended to be dedicated to street or other public use.

Roadway means the portion of a street available for vehicular traffic; where curbs are laid, the portion between curbs.

Sidewalk means the portion of a street or crosswalkway, paved or otherwise surfaced, intended for pedestrian use only.

Sketch plan means the sketch map or drawing showing the general design of a proposed subdivision.

Street means a public right-of-way which provides vehicular and pedestrian access to adjacent properties.

Closed-end street means a short street having one (1) end open to traffic and being terminated at the other end with a vehicular turnaround.

Collector street means a street, existing or planned, which serves or is intended to serve as a secondary trafficway, collecting traffic from minor streets and feeding it into major streets or to important generators of traffic.

Major street means a street, existing or planned, which serves or is intended to serve as a principal trafficway and which is designated on the plan for circulation (major street plan) as a limited access highway, major street, thoroughfare, parkway or other term to identify those streets comprising the basic structure of the street system of the city.

Marginal access street means a street running parallel to and adjacent to or in the immediate vicinity of a major street and which has as its principal purpose the relief of such major street from the local service of abutting properties.

Minor street means a street of limited continuity which serves or is intended to serve the local needs of a neighborhood.

Subdivider means any person, group or corporation acting as a unit, or any agent thereof, dividing or proposing to divide land so as to constitute a subdivision as defined herein.

Subdivision means the division of a lot, tract, or parcel or land into two (2) or more lots, plats, sites or other division of land for the purpose, whether immediate or future, of sale or building development. The term includes resubdivision and, when appropriate to the context, relates to the process of subdividing or to the land or territory subdivided. For the purposes of these regulations, divisions of land for agricultural purposes, when the resulting parcels are five (5) acres or larger in size, shall not be deemed to be subdivisions of land.

Tentative approval means the approval by the planning commission of the general subdivision plan or plat as such approval is required by these regulations.

(Code 1963, § 23½-2)

State Law reference— Municipal plans, Miss. Code Ann. 1972, § 17-1-11.

Sec. 9-47. - Purposes; jurisdiction; application of article; interpretation.

(a) *Statement of authority and intent.* The subdivision regulations in this article were adopted under authority of Title 16, Article VII, Section 3374, of the former Mississippi Code statutes. The city had fulfilled the requirements set forth therein as prerequisite to the adoption of regulations governing the subdivision of land. It is the intent of these regulations to provide for the harmonious development of the city; for the coordination of streets within subdivisions with other existing or planned streets or with other features of the master plan; for adequate and convenient open spaces for traffic, utilities, recreation, light and air; and for a distribution of population and traffic that will tend to create conditions favorable to health, safety, convenience or prosperity. In carrying out these purposes, the city planning commission shall act as the agent and advisor of the mayor and city council.

(b) *Area of jurisdiction.* These regulations shall govern all subdivisions of land within the city as now or hereafter defined.

(c) *Application of regulations.* From and after July 7, 1964, the effective date of these subdivision regulations every plat of land that is a subdivision shall be prepared, presented for approval and recorded as required herein, and no plat shall be recorded or shall have any validity

unless it shall have been approved by the mayor and city council, after review and recommendations by the city planning commission, as having fulfilled the requirements of these regulations.

(d) *Interpretation.* In interpreting and applying the provisions of these regulations they shall be held to be the minimum requirements for the promotion of the public health, safety and general welfare. Whenever the provisions of these regulations require higher standards than are required in any other applicable statute, ordinance or regulation, the provisions of these regulations shall govern; whenever other applicable statutes, ordinances or regulations require higher standards than the provisions of these regulations, such other applicable statutes, ordinances or regulations shall govern.

(Code 1963, § 23½-1)

State Law reference— Subdivision regulation, Miss. Code Ann. 1972, § 17-1-23 et seq.

Sec. 9-48. - Procedure.

(a) *General procedure.* The procedure for review and approval of a subdivision by the planning commission consists of three (3) consecutive steps, as follows:

(1) Preparation and submission of a sketch plan of the proposed subdivision, together with the attendant items required herein. Submission of a sketch plan is not mandatory, but this step is recommended as a means of identifying and solving design and other subdivision problems.

(2) Preparation and submission for review and tentative approval of a general subdivision plan, together with the attendant items required herein.

(3) Preparation and submission for review and final approval of a final plat, together with the attendant items required herein.

(4) Notice of subdivision sketch plan, general plan or final plat shall be published in a newspaper of general circulation not less than fifteen (15) days prior to the public hearing. Notices of the hearing shall be sent to the petitioner(s) and the owners including tenants (if possible) of all properties within the subdivision block and adjacent property owners within one hundred sixty (160) feet of the subject property fifteen (15) days prior to the hearing by certified mail. At the discretion of the planning division administrator, additional notices may be sent to property owners/tenants of the affected neighborhood.

(b) *Sketch plan.*

(1) *Purpose.* The purpose of the sketch plan is to develop a general design on which to base the general subdivision plan, and thus to avoid having to revise such design to make it conform to the master plan and to relate it to surrounding development. To this end, the

subdivider should consult informally with the planning commission's technical staff on preparation of the sketch plan.

(2) *Submission and review.* Prior to the filing of an application for tentative approval of the general subdivision plan, the subdivider shall submit to the planning commission two (2) copies of the sketch plan of the proposed subdivision, together with the attendant items required herein. This step does not require formal application, fee or filing of the subdivision plat with the planning commission. The sketch plan shall be reviewed by the planning commission or by the planning director. The review shall take into consideration, in addition to the requirements set out in these regulations, the components of the master plan, especially the plan for circulation (major street plan) and the plan for community facilities, the zoning ordinance and other plans, programs and regulations that might affect the area and the design and development of the subdivision.

(3) *Action on sketch plan.* Within fifteen (15) days, the planning commission or the planning director shall inform the subdivider that the sketch plan as submitted or as modified does or does not meet the objectives of the regulations in this article. When the planning commission or the planning director finds that the sketch plan does not meet the objectives of these regulations, the reasons therefor shall be given, together with any changes recommended to be made. In the event the subdivider does not agree to changes recommended by the planning director, he may request and shall receive review and formal action by the planning commission at its next regular meeting.

(c) *General subdivision plan.*

(1) *Purpose.* The purpose of the general subdivision plan, together with the attendant items required herein, is to provide plans for the construction of the subdivision and its improvements. To this end, during the preparation of the general subdivision plan the subdivider should consult with the planning commission's technical staff, with the city engineer, and with other officials and agencies concerned with the subdivision and the improvements. The general subdivision plan shall be based upon the general design shown on the sketch plan, together with the recommended changes.

(2) *Submission and review.* The subdivider shall submit to the planning commission four (4) copies of the general subdivision plan, together with the attendant items required herein, with written application for tentative approval at least seven (7) days prior to the meeting at which it is to be considered. This step shall constitute formal application for approval and filing of the subdivision plat with the planning commission. The general subdivision plan, together with the attendant items required herein, shall be reviewed by the planning commission and will be referred for review and report to the city engineer, the county health officer, the director of public works, the utility agencies or companies with the tract or adjacent tracts, and other appropriate officials. The review shall take into

consideration, in addition to the plans and other factors considered in connection with the sketch plan, the particular requirements and conditions affecting installation of improvements.

(3) *Action on general subdivision plan.* Notice of the time and place at which a general subdivision plan will be considered shall be sent by the planning commission to the subdivider and to the person whose name and address appears upon the plan as the owner of the land. At the regular monthly meeting next following the submission of a general subdivision plan, but in any event within forty-five (45) days, the planning commission shall act upon the general subdivision plan and shall communicate in writing to the subdivider its tentative approval or disapproval. In the case of tentative approval, the planning commission shall state:

a. The specific changes required to be made in the general subdivision plan.

b. The character and extent of the required improvements.

c. The amount of the surety bond which will be required in lieu of the completion of improvements required herein.

In the case of disapproval, the planning commission shall state the ground of disapproval.

(4) *Effect of approval.* Tentative approval of a general subdivision plan shall not constitute acceptance of the plat of the proposed subdivision but shall be deemed only as an expression of approval of the plan submitted as a guide to preparation of the final plat. Tentative approval of a general subdivision plan shall be effective for a maximum period of one (1) year unless, upon application by the subdivider, the planning commission grants an extension. If the final plat has not been submitted to the planning commission within this time limit, the general subdivision plan shall again be submitted for tentative approval.

(d) *Final plat.*

(1) *Purpose.* The purpose of the final plat, together with the attendant items required herein, is to provide an accurate record of street and property lines and other elements being established on the land and the conditions of their use. The final plat shall be based upon the general subdivision plan, together with the required changes, but it may include only the portion of the approved general subdivision plan which the subdivider proposes to record and develop at the time, provided, however, that such portion conforms to all requirements of these regulations.

(2) *Submission and review.* The subdivider shall submit to the planning commission four (4) copies of the final plat, together with the attendant items required herein, with written application for final approval at least seven (7) days prior to the meeting at which it is to be considered. The final plat, together with the attendant items required herein, shall be

reviewed by the planning commission and will be referred for review and report to the city engineer, the county health officer, the director of public works, the utility agencies or companies concerned with the tract or adjacent tracts, and other appropriate officials. The review shall take into consideration conformance to the approved general subdivision plan and fulfillment of any conditions of such approval and the proper installation of required improvements in conformance with the requirements of these regulations and other applicable standards and regulations.

(3) *Action on final plat.* Before acting on the final plat, the planning commission shall give notice by registered mail to the subdivider and owner of the land, whose name and address is shown on the plat, of the time and place of the hearing to be held on the plat, at least five (5) days before the date fixed for such hearing. Similar notices shall be mailed to the owners of land immediately adjoining the platted land, as their names appear on the county assessment rolls. The planning commission shall act upon the final plat within forty-five (45) days after its submission and shall communicate in writing its recommendation for approval or disapproval to the mayor and city council and to the subdivider. In the case of disapproval, the planning commission shall state the ground of disapproval.

Upon receiving the recommendation of the planning commission, the mayor and city council shall approve or disapprove the final plat. In the case of approval, the mayor and city council shall enter such approval upon the final plat by the appropriate certificate.

(4) *Effect of approval.* Approval of a final plat by the mayor and city council shall be null and void if the final plat is not recorded in the records of the county chancery clerk within ninety (90) days after the date of approval unless, upon application by the subdivider, the mayor and city council grant an extension. Approval of a final plat shall not constitute acceptance by the public of the dedication of a street or other public way, park or space.

(e) *Special provisions.*

(1) *Purpose.* If the city planning commission chairman and the director of the city planning commission jointly determine that it would be in the best interest of the city, they may, at their sole discretion, authorize the following procedure when application is made for the division of a lot, tract or parcel of land into two (2) or more lots, plats, sites or other division for the purpose, whether immediate or future, of sale or building development.

(2) *Procedures.* The owner shall file with the city planning commission a survey of the entire tract of land which shall clearly set forth the proposed division of property. The city planning commission chairman and director shall review the survey to determine the following:

a. That each new lot created would be in compliance with appropriate zoning

ordinances, building codes and restrictive covenants, if any.

b. That the proposed division would not deny any lot direct access to a dedicated public street.

(3) *Approval.* Upon approval by the city planning commission chairman and director, the original deed or other conveyance of the property so divided shall have affixed thereto, as exhibits, a copy of the survey and the certificate signed by the city planning commission chairman and director approving the division of the property. Thereafter, the deed or other conveyance, with exhibits, shall be recorded in the land deed records of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

(4) *Disapproval.* If the planning commission chairman and the planning commission director cannot agree to authorize a subdivision by this procedure, then the subdivision is disapproved. The applicant may then proceed to make application to the planning commission for consideration under the normal subdivision procedure.

(5) *Public hearing and notification.* Within thirty (30) days of filing a request to subdivide property by this procedure the planning commission chairman and director shall notify the applicant in writing of their decision. Notification of adjacent property owners and a public hearing area not required when this subdivision procedure is used.

(Code 1963, § 23½-3; Ord. No. 2026, § 1, 9-19-95)

Sec. 9-49. - Specification requirements.

(A) *Sketch plan.*

(1) *General form.* The sketch plan shall show in simple outline the general design of the proposed subdivision in relation to existing conditions and to its surroundings. It may be either a mechanical drawing or a freehand sketch, made at any convenient scale and size.

(2) *Information to be shown.* The sketch plan shall contain the following information:

(a) *Location map.* A diagram showing the relation of the proposed subdivision to main traffic arteries, schools, recreation areas, business and industrial areas and other important features.

(b) *Survey data.* Contours or spot elevations required for the general subdivision plan or a sufficiently close approximation of such contours or spot elevations to determine necessary drainage.

(c) *Miscellaneous data.* The scale of the sketch plan, north arrow and date, and the name and address of the owner, the subdivider and the professional engineer or land surveyor.

(d) *Streets.* The street pattern in relation to existing and proposed streets, including those

shown on the plan for circulation (major street plan) or on a neighborhood plan.

(e) *Lots and blocks.* The general arrangement of lots and blocks, with dimensions of typical lot widths and depths.

(f) *Nonresidential sites.* Identification of existing and proposed parks, recreation areas, schools or other public uses; sites, if any, for multifamily dwellings, shopping centers, churches, industry or other nonpublic uses exclusive of single-family dwellings.

(g) *Utilities.* The approximate locations and sizes of existing utility lines.

(h) *Easements.* The approximate locations, widths and purposes of existing easements.

(i) *Flood zone designations.* As shown on the latest Flood Insurance Rate Map.

(3) *Attendant items.* The sketch plan shall be accompanied by the following items:

(a) *Protective covenants.* A brief statement of the protective covenants proposed to be recorded with the plat.

(b) *Improvements.* A statement of the utilities and street improvements proposed to be made.

(B) *General subdivision plan.*

(1) *General form.* The general subdivision plan shall show accurately and in sufficient detail for construction of the subdivision and its improvements the design of the proposed subdivision in relation to existing conditions and its surroundings. It shall be drawn to a scale of one (1) inch equals two hundred (200) feet and the sheet size shall not be larger than eighteen (18) inches by twenty-four (24) inches. Where necessary, the plat may be on several sheets accompanied by an index sheet showing the entire subdivision.

(2) *Information to be shown.* The general subdivision plan shall contain the following information:

(a) *Location map.* A diagram showing the location of the proposed subdivision.

(b) *Survey data.* The boundary lines of the subdivision with length and bearing of lines; section and corporation lines; contours at intervals of one (1) foot, based on a datum plane approved by the city engineer; where contours will not provide adequate information for drainage determinations, spot elevations in sufficient number to show drainage conditions, shall be given.

(c) *Miscellaneous data.* Present tract designation according to the records of the county chancery clerk; the title or name under which the proposed subdivision is to be recorded, with name and address of the owner and the subdivider; notations giving scale, (true) north arrow, datum, benchmarks, date [sic] engineer or land surveyor.

(d) *Streets.* The name, right-of-way width and location of streets and other public ways on and adjacent to the tract; the type, width and elevation of surfacing; any legally

established centerline of elevations; walks, curbs, gutters, culverts and similar features; the name, right-of-way width and location of proposed streets, with their approximate grades and gradients, and similar data for alleys, if any.

(e) *Lots and blocks.* Lot lines, lot numbers and block letters, tabulation stating gross and net acreage of the subdivision, acreage of existing and proposed public areas within the tract, number of residential lots, typical lot size and lineal feet of proposed streets.

(f) *Nonresidential sites.* Sites to be reserved or dedicated for parks, recreation areas, schools or other public uses; sites, if any, for multi-family dwellings, shopping centers, churches, industry or other nonpublic uses exclusive of single-family dwellings.

(g) *Utilities.* The location, size and invert elevation of sanitary and storm sewers; the location and size of water mains; the location of gas lines, fire hydrants, approximate locations of utility poles and streetlights; if water mains are not on or adjacent to the tract, the direction and distance to, and the size of, the nearest ones, showing invert elevation of sewers; the location of proposed utilities, if not shown elsewhere.

(h) *Easements.* The location, width and purpose of existing and proposed easements.

(i) *Building setback lines.* Minimum building setback lines.

(j) *Adjoining land.* The approximate direction and gradient of the ground slope, including any levees or embankments; the character and location of buildings, railroads, power lines, towers and other nearby nonresidential land uses or adverse influences; and names of recorded subdivision plats of adjoining platted land by record name, date and number and the names of record owners of adjoining unsubdivided land.

(k) *Other existing conditions.* The locations of watercourses, marshes, wooded areas, isolated preservable trees one (1) foot or more in diameter, buildings or structures and other significant features on the tract.

(l) *Proposed public improvements.* Highway or other major public improvements planned by public authorities for future construction on or near the tract.

(m) *Flood zone designations.* The location of all flood zone designations as shown on the latest Flood Insurance Rate Map.

(3) *Attendant items.* The general subdivision plan shall be accompanied by the following items:

(a) *Protective covenants.* A draft of the protective covenants whereby the subdivider proposes to regulate land use in the subdivision and otherwise protect the proposed development.

(b) *Engineering plans.* Profiles showing existing ground surface and proposed street grades, including extensions for a reasonable distance beyond the limits of the

proposed subdivision; typical cross sections of the proposed grading, roadway and sidewalk; and preliminary plan of sanitary and storm water sewers with grades and sizes indicated. All elevations shall be based on a datum plan that is mean gulf level.

(c) *Subsurface conditions report.* A report on the location and results of tests made to ascertain subsurface soil and groundwater conditions; depth of groundwater, unless tests pits are dry at a depth of five (5) feet; location and results of soil percolation tests if individual sewage disposal systems are proposed.

(C) *Final plat.*

(1) *General form.* The final plat shall show accurately the subdivision as established on the ground and in relation to its surroundings. It shall be drawn to a scale of one (1) inch equals two hundred (200) feet, and the sheet size shall not be larger than eighteen (18) inches by twenty-four (24) inches. Where necessary, the plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivision. For large subdivisions, the final plat may be submitted for approval progressively in continuous sections satisfactory to the planning commission. All plats shall conform to the requirements of the laws of Mississippi, Miss. Code Ann. 1972, Title 19, Chapter 27 (Section 19-27-1 et seq.).

(2) *Information to be shown.* The final plat shall contain the following information:

(a) *Location map.* A diagram showing the location of the proposed subdivision.

(b) *Survey data.* Primary control points, approved by the city engineer, or descriptions and ties to such control points, to which all dimensions, angles, bearings and similar data on the plat shall be referred; the boundary lines of the subdivision, right-of-way lines of streets, easements and other rights-of-way, and property lines of residential lots and other sites, with accurate dimensions, bearings or deflection angles, and radii, arcs and central angles of all curves; the location and description of monuments, according to state law; and statement of the closure error.

(c) *Miscellaneous data.* Notations giving scale, (true) north arrow, and date of final plat.

(d) *Streets.* The name and right-of-way width of each street or other public way.

(e) *Lots and blocks.* Identification by letter of each block and by number of each lot in each block.

(f) *Nonresidential sites.* The purpose for which sites, other than residential lots, are dedicated or reserved.

(g) *Utilities.* The location and dimensions of any utility rights-of-way or easements.

(h) *Easements.* The location, dimensions and purpose of any other easements.

(i) *Building setback line.* Minimum building setback line on all lots and other sites.

(j) *Adjoining land.* The names of recorded subdivision plats of adjoining platted land by record and number; the names of record owners of adjoining unsubdivided land.

(k) *Certificate of owner.* Notarized certification by the landowner of the adoption of the plat and the dedication of streets and other public areas.

(l) *Certificate of survey.* Certification by the registered professional engineer or land surveyor that the plat represents a survey made by him, that the monuments shown thereon actually exist as located and that all dimensional and other data are correct.

(m) *Approvals.* Space for certificates of approval of the planning commission, the city engineer and the county health officer, where such approval is called for by these regulations. The certificate of the city engineer shall state that the subdivider has complied with one (1) of the following alternatives:

(i) All improvements have been installed in accord with the requirements of these regulations and with the action of the planning commission in giving tentative approval of the general subdivision plan.

(ii) 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.

(n) *Flood zone designations.* The location of all flood zone designations as shown on the latest Flood Insurance Rate Map.

(3) *Attendant items.* The final plat shall be accompanied by the following items:

(a) *Protective covenants.* The protective covenants in form for recording.

(b) *Engineering plans.* The cross sections and profiles of streets showing grades approved by the city engineer. The profiles shall be drawn to city standard scales and elevations and shall be based on a datum plane that is mean gulf level.

(c) *Conveyances.* A conveyance to the city by fee simple or by easement of land set aside for parks, recreation area or other public use, such conveyance to be without reservation of rights except for restriction that land is to be dedicated only to the specified purposes.

(d) *Abstracts.* An abstract of title disclosing a good and merchantable fee simple title in the landowner. A title insurance policy may be substituted for the abstract if specifically approved by the planning commission.

(Code 1963, § 23½-4; Ord. No. 1914, § 1, 11-20-92)

Sec. 9-50. - Design standards.

(A) *Principles of acceptability.*

(1) *Conformance to master plan.* In general, the subdivision shall conform to the master plan

for the city and to the zoning ordinance, and other applicable ordinances or regulations. If a suggested plan for the neighborhood in which the land to be subdivided is located has been made by the planning commission, the layout of the subdivision shall be in general conformance thereto.

(2) *Provision for future subdivision.* If a tract is subdivided into larger parcels than ordinary building lots, such parcels shall be arranged to allow the opening of future streets and logical further subdivision.

(3) *Land subject to flooding.* Land subject to periodic flooding and land deemed by the planning commission to be uninhabitable shall not be platted for residential occupancy nor for any use that may increase danger to health, life or property or aggravate the flood hazard, but such land within the tract to be subdivided shall be set aside for such uses as shall not be endangered by periodic or occasional inundation or shall not produce unsatisfactory or insanitary or unhealthful living conditions. If the land to be subdivided is located in an area having poor drainage or other physical impairment, the planning commission may approve the subdivision, provided the subdivider agrees to make such improvements as are necessary to render the area substantially safe for residential use, or, in lieu of the improvements, shall furnish a surety bond or a certified check covering the cost of the required improvements, as provided herein.

(4) *Natural features.* Natural scenic features of the land, such as bayous, shall be considered to be community assets, and the design of the subdivision shall protect and utilize such natural scenic features.

(5) *Trees.* Because of their value in soil conservation, health and community appearance, large trees shall be preserved wherever possible. Street trees placed within the public right-of-way shall not be of a low, bushy species that might obstruct vision. No trees shall be planted within twenty-five (25) feet of the intersecting property lines at a street intersection.

(6) *Reserve strips.* There shall be no reserve strips controlling land dedicated or intended to be dedicated to street or other public use except where their control is placed in the appropriate governing body under conditions approved by the planning commission.

(7) *Buffer park strips.* Where a residential subdivision adjoins land zoned for or used for a railroad right-of-way, an industrial area, a commercial area or other land use which would have a depreciating effect on the residential use of the land, a buffer park strip may be required by the planning commission.

(8) *Names.* The name of the subdivision and new street names shall not duplicate nor closely approximate phonetically the name of any other subdivision or street in the county. Street names shall be subject to approval of the planning commission. In general, the use of

names associated with the history and development of the city and the gulf coast is desirable.

(B) *Streets.*

(1) *Street layout.* The street layout shall be devised for the most advantageous development of the entire neighborhood in which the land to be subdivided is located. Existing streets that abut the subdivision shall be continued, and the continuations shall be at least as wide as the existing streets and in alignment with them. The street layout shall also provide for the future projection into unsubdivided lands adjoining of a sufficient number of streets to provide convenient circulation.

(2) *Major street.* Wherever a subdivision embraces a major street or thoroughfare, as shown on the plan for circulation (major street plan); component of the master plan, such major street shall be platted in the general location and of the width called for by such plan.

(3) *Marginal access streets.* Where a subdivision has frontage on a major street or thoroughfare, as shown on the plan for circulation (major street plan), a marginal access street shall be provided adjacent to and on each side of the major street. Within the right-of-way of the marginal access street, a separation strip at least twenty (20) feet wide shall be provided. Separation strips shall be provided with screen planting to provide protection from the noise and lights of the major street traffic; screen planting shall be so placed that it does not obstruct vision at intersections.

(4) *Collector streets.* Collector streets shall be provided to collect traffic from minor streets and feed it into major streets or to important generators of traffic, such as schools and shopping centers. In general, collector streets shall be located approximately midway between major streets or in the form of a loop or partial loop within the neighborhood.

(5) *Minor streets.* Minor streets shall be so arranged that their use by through traffic will be discouraged. Four-way intersections of minor streets shall be avoided.

(6) *Closed-end streets.* Closed-end streets (cul-de-sacs) shall not be longer than six hundred (600) feet and shall be provided at the closed end with a turnaround. Where the closed-end street is expected to be continued in the future into unsubdivided land, the turnaround may be a temporary one.

(7) *Alleys.* Alleys shall be provided in the commercial and industrial districts of subdivisions; the planning commission may, however, waive this requirement where other definite and assured provision is made for service access, including off-street loading and unloading, consistent with and adequate to the uses proposed. Where necessary for safe vehicular movement, an alley right-of-way shall be increased in width or the corners cut at its

intersection with a street. Closed-end alleys shall be avoided but, if unavoidable, shall be provided with an adequate turnaround, as specified for closed-end streets. In general, alleys will not be approved for residential districts of subdivisions.

(8) *Streets at business centers.* In front of schools and in front of areas zoned or designed for commercial or industrial uses, the street width and the roadway width of a minor street, a collector street or a closed-end street shall be increased on the side on which the land for the school or for commercial or industrial use is located by at least fifteen (15) feet to insure the free flow of traffic without interference by vehicles entering or leaving parking areas. (This is not a parking space requirement and shall not affect requirement by zoning ordinance or otherwise for off-street parking facilities; neither shall fulfillment of this requirement and its acceptance by the planning commission be deemed approval or endorsement of any amendment to the zoning ordinance necessary for such commercial or industrial uses.)

(9) *Half streets.* No new half street shall be platted. Where a tract of land to be subdivided abuts upon an existing half street, the other half of the street shall be platted.

(10) *Intersections.* Street intersections shall be at right angles or nearly so. Where, for topographic or other reasons, an intersection cannot be at right angles, the intersection shall be so designed as to insure safety. There shall be a minimum number of intersections of minor streets with major streets. Street jogs with centerline offsets less than one hundred twenty-five (125) feet shall be avoided.

(11) *Curvature of streets.* The minimum radius of curvature of streets on the centerline shall be:

Major street .....600 feet

Collector street .....300 feet

Minor street .....100 feet

Closed-end street .....100 feet

Between reversed curves on major streets and collector streets there shall be a tangent at least one hundred (100) feet long.

(12) *Street grades.* Street grades shall conform in general to the terrain and shall be sufficient for adequate surface drainage.

(13) *Right-of-way widths.* The minimum right-of-way widths for streets, alleys and crosswalkways shall be:

Major street .....100 feet

Except where a greater or lesser width is called for by the plan for circulation (major street plan).

Marginal access street .....50 feet

Collector street .....80 feet

Minor street .....60 feet

Closed-end street .....60 feet

(Turnaround right-of-way diameter, 100 feet)

Alley .....20 feet

Crosswalkway .....10 feet

(14) *Roadway and sidewalk widths.* The minimum roadway widths for streets and alleys and the minimum sidewalk widths for streets and crosswalkways shall be:

Major street .....As called

for by the plan for circulation (major street plan) or otherwise determined by the governing body or agency responsible for construction

Marginal access street .....20 feet

Collector street .....36 feet

(If a divided street, two 18 foot roadways)

Minor street .....26 feet

Closed-end street .....26 feet

(Turnaround roadway diameter, 80 feet)

Alley .....20 feet

Collector street sidewalk .....5 feet

Other sidewalk .....4 feet

(15) *Curb radii.* Curb radii shall be not less than twenty (20) feet. Where an angle of intersection of less than sixty (60) degrees is permitted, curb radii shall be increased as necessary to insure safety.

(C) *Blocks.*

(1) *Size and shape of blocks.* The lengths, widths and shapes of blocks shall be determined with consideration of the limitations and opportunities of topography, the provision of building site to the intended uses and the need for convenient access, circulation, control of and safety fror traffic. In general, block lengths shall not exceed one thousand two hundred (1,200) feet and b lengths shall not be less than five hundred (500) feet; provided, however, that where site cond make longer blocks necessary or desirable, such blocks may be as long as one thousand six hu (1,600) feet.

(2) *Crosswalkways.* Pedestrian crosswalkways shall be provided across blocks longer than eight hundred (800) feet. Crosswalkways shall also be provided where necessary for convenient access to schools, playgrounds, shopping centers and other community facilities.

(3) *Blocks on major street.* Where the proposed subdivision is adjacent to or contains a major street, the long dimensions of the blocks shall be parallel, or approximately parallel, to the major street.

(4) *Blocks for commercial or industrial use.* Blocks intended for commercial or industrial use shall be designed specifically for such use, with consideration of off-street loading and unloading and off-street parking facilities and access thereto.

(D) *Lots.*

(1) *Size and shape of lots.* The size, width, depth, shape and orientation of lots and the minimum building setback lines shall be appropriate to the location of the subdivision and the type of development and use contemplated. Every lot shall contain a suitable building site.

(2) Lots for residential use shall be at least sixty (60) feet wide at the building setback line except for the R-1-5 (residential) zoning district which may be fifty (50) feet wide at the building setback line and shall contain at least the following:

(a) Where served by the municipal or an approved private water supply system and sanitary sewerage system: 7,500 square feet

except for R-1-5 (residential) zoned property where the square feet may be reduced to five thousand (5,000) square feet.

(b) Where served by the municipal or an approved private water supply system but not by the municipal or an approved private sanitary sewerage system: 15,000 square feet

(c) Where served by neither the municipal or an approved private water supply system nor sanitary sewerage system: 30,000 square feet

(e) Zero lot line and town home subdivision developments shall be served by the municipal or an approved private water supply system and sanitary sewerage system.

Individual lot widths for these type of developments is allowed at less than thirty-five (35) feet, therefore, when an individual zero lot line lot or town home lot is less than thirty-five (35) feet in width, then the minimum requirement for such a lot to abut a dedicated right-of-way is reduced to width of the lot.

(f) Other residential uses permitted in the City of Gulfport Comprehensive Zoning District [Ordinance], section III, Chart of Permitted Uses "RESIDENTIAL" shall meet the specified minimum lot size established in (C) Residence districts. (b) Building site area. The building site area shall be designed to comply with these minimum standards.

(g) Commercial and industrial zoned property: The minimal [minimum] square footage will comply with the district regulation as identified in the comprehensive zoning ordinance for the zoning district in which located and shall be not less than the minimal [minimum] square footage required for the proposed development, in so that a circumstance is not created for a need to apply for and receive a variance to these regulations and the comprehensive zoning ordinance.

(3) *Maximum depth.* The maximum depth of any lot, exclusive of unusable land, shall be three and one-half (3½) times the width of the lot at the building setback line.

(4) *Lot to abut on a street.* Every lot shall abut upon a dedicated street for at least thirty-five (35) feet. Lots owned by the city or the Harrison County Utility Authority which are used or sought to be used solely for utility purposes and where ingress or egress to the property is provided by way of easement or otherwise shall be exempt from the requirements of this paragraph.

(5) *Corner lots.* Corner lots for residential use shall be increased in width over the minimum specified herein so that front yard distance can be provided on both streets, and the building setback line shall be so located.

(6) *Property lines at corners.* Where necessary by reason of curb radii, property lines at street intersection corners shall be arcs having radii of at least ten (10) feet or shall be chords of such arcs.

(7) *Side lines of lots.* Side lines of lots shall be approximately at right angles or radial to the street line.

(8) *Double frontage lots.* Double frontage lots will be permitted only where necessary to provide separation of residential development from major streets or to overcome specific disadvantages of topography and orientation. A buffer park strip at least ten (10) feet wide and across which there shall be no right of access shall be provided along the line of lots abutting such major street or disadvantageous use.

(E) *Public spaces.*

(1) *Parks, recreation areas and school sites.* Wherever a subdivision embraces a park, a

combination playground and elementary school site, a combination playfield and junior high school site, or a combination athletic field and senior high school site, as shown on the plan for community facilities component of the master plan, such park, recreation area or school site shall be platted in the general location and of the size called for by the plan for community facilities.

(2) *Utility easements.* Where easements are required for public utilities, they shall be at least twelve (12) feet wide, six (6) feet on each side of rear or side property lines of lots. The width of easements shall be increased, or they shall be extended, where necessary to provide space for utility pole bracing or other construction. No new half easement for utilities shall be platted.

(3) *Drainage easements.* Easements for watercourses, drainage ways or streams shall conform substantially with the lines of such watercourse and shall have such further width or construction, or both, as will be adequate for maintenance. Parallel streets or parkways may be required in connection with open drainage ways.

(F) *Exceptions.*

All minimum required lot size requirements, setback requirements, lot coverage requirements, etc., as specified in this section are not applicable to townhouse and zero lot line residential development as defined in section IV(A)(10), Supplementary Regulations, Townhouse and zero lot line residential uses, of the Comprehensive Zoning Ordinance, City of Gulfport, Mississippi, 1979. The subdivision of any property for such purposes must be approved by the planning commission in accordance with guidelines set forth in the comprehensive zoning ordinance.

(Code 1963, § 23½-5; Ord. No. 2543, § 1, 5-22-07; Ord. No. 2683, § 1, 6-23-10)

Sec. 9-51. - Improvements.

(A) *General improvements.*

Street utility and other improvements shall be installed in each new subdivision in accordance with the standards and requirements specified herein.

(B) *Engineering requirements.*

Improvements required by these regulations shall be made in accordance with the specifications and under the supervision of the city engineer, county health officer, the commissioner of public works, the utility agencies or companies concerned with the tract or adjacent tracts, and other appropriate authorities.

(C) *Required improvements.*

(1) *Monuments.* Lot and block corners shall be marked with iron pipes at least one-half inch in diameter and sixteen (16) inches long. Angle points, points of curves in streets, the out-

boundary corners of the subdivision and intermediate points as required by the city engineer shall be marked with either concrete blocks six (6) inches square and thirty (30) inches long, or with iron pipes two (2) inches in diameter and four (4) feet long; markers shall be provided with center points.

(2) *Roadways.* Roadways, except roadways of major streets, shall be surfaced for their entire width and shall have roll-type, valley-type or vertical curb and gutter at each edge. The minimum acceptable all-weather surfacing shall be one and one-half (1½) inches of hot asphalt on six (6) inches of compacted gravel or equivalent base to provide adequate subsurface drainage. The construction of the roadways of major streets shall not be the responsibility of the subdivider.

(3) *Sidewalks.* Sidewalks shall be provided on both sides of streets. They shall be four (4) feet wide and shall be located in the street right-of-way and on the property line. Crosswalkways shall be provided with paved walks four (4) feet wide; sidewalks and paved walks of crosswalkways shall be concrete at least four (4) inches thick.

(4) *Water supply.* The subdivider shall construct a water distribution system with a water stub-out for each lot in the proposed subdivision. To avoid cutting pavement or roadway when connections are made, stub-outs shall extend from the main to the property line.

(5) *Sanitary sewerage.* The subdivider shall install a sanitary sewer collection system with a stub-out for each lot in the proposed subdivision and shall connect such system to the public sanitary sewer. To avoid cutting pavement or roadway when connections are made, stub-outs shall extend from the sewer line to the property line.

(6) *Surface drainage.* The subdivision shall be so designed that surface water will be drained into natural watercourses or into the municipal storm water drainage system.

(7) *Aboveground utilities.* Aboveground utilities shall be placed in street rights-of-way except where it is necessary to place them on rear or side property lines of lots along easements provided for this purpose.

(8) *Street signs.* Each intersection shall have signs on diagonally opposite corners identifying the streets which form the intersection. Construction and installation of street signs shall be in accordance with the requirements of the city engineer.

(9) *Streetlighting.* All subdividers shall be required to pay all expenses associated with the operation and use of streetlighting until receipt by the subdivider of written notice of acceptance by the planning commission subsequent to the expiration of the one-year warranty period as required by subdividers for all improvements.

(10) Standard and Federal Compliance to meet all State and Federal regulations including, but not limited to all ADA regulations and standards that may apply.

(D) *Guarantees of performance.*

(1) *Completion of improvements.* The mayor and city council shall not approve the final plat of any subdivision unless the improvements required by these regulations have been installed in accordance with the standards and specifications of the appropriate officials and agencies and their approval has been certified to the planning commission and to the mayor and city council.

(2) *Surety bond.* In lieu of the completion of improvements prior to the submission of the final plat for approval, the mayor and city council may accept a bond in an amount and with surety and conditions providing for and securing to the municipality the actual construction and installation of such improvements within a period specified by the planning commission and expressed in the bond.

(3) *Warranty bond.* Upon city council approval and acceptance of the subdivision final plat, and the approval of all installed improvements by the city engineering department, subject to a one-year warranty period, the developer shall provide a warranty bond or other acceptable surety to the city planning commission. The warranty bond shall equal five (5) percent of the construction cost of all improvements as determined by the engineering department. Upon the date of receipt of the warranty bond by the planning director, a one-year warranty period will begin during which the developer shall be responsible for the maintenance and repair of all improvements. At the conclusion of the warranty period and at the request of the developer, the city engineer will perform a final inspection of all improvements. When all improvements are deemed to be satisfactory, as evidenced by written notice of acceptance from the city engineer, which shall be subject to approval by the city council, the warranty bond shall be released; and the city shall assume perpetual maintenance of all improvements in the subdivision.

(Code 1963, § 23½-6; Ord. No. 1845, § 1, 7-5-89; Ord. No. 2827, § 1, 3-17-15)

Cross reference— Water and sewers, Ch. 11.

Sec. 9-52. - Dedications and reservations.

(A) *Rights-of-way.*

(1) *Dedications.* The rights-of-way for all new crosswalkways and streets, except major streets or thoroughfares, as shown on the plan for circulation (major street plan), shall be dedicated for public use; the land required to widen the rights-of-way of any existing streets, including major streets, to the minimum widths called for by these regulations or by the plan for circulation (major street plan) shall be similarly dedicated for public use.

(2) *Reservations.* The right-of-way for a new major street or section thereof shall be either dedicated for public use or reserved by the subdivider for future taking by the city or

other public agency responsible for acquisition of the right-of-way.

(B) *Easements.*

(1) *Utilities.* Where required, easements for utilities shall be provided, together with the right of ingress and egress.

(2) *Drainage.* Where required, easements for drainage shall be provided, together with the right of ingress or egress.

(C) *Parks, recreation areas and school sites.*

(1) *Proposed sites.* Where a proposed park, recreation area or school site shown on the plan for community facilities component of the master plan is located in whole or in part in a subdivision, the planning commission may require the dedication or reservation of such area within the subdivision in those cases in which the planning commission deems such requirement to be reasonable. In general, the commission will require dedication of parks and recreation areas in a reasonable amount but not to exceed ten (10) percent of the gross area of the tract to be subdivided; the commission will require the reservation by the subdivider for future taking by the appropriate school board of school sites, and it shall be the responsibility of the subdivider to negotiate with the school board for purchase of the site; provided, however, that the land for school sites shall not be required to be held in such reserved status for an unreasonable length of time.

(2) *Large scale development.* Where deemed essential by the planning commission, upon consideration of the particular type of development proposed in the subdivision, and especially in large scale neighborhood unit developments not anticipated in the master plan, the planning commission may require the dedication or reservation of such other areas or sites of a character, extent, and location suitable to the needs created by such development for parks, recreation, schools and other neighborhood purposes.

(Code 1963, § 23½-7)

Sec. 9-53. - Administration.

(A) *General provisions.*

These subdivision regulations shall be administered by the city planning commission. The planning director shall be the officer in charge of such administration.

(B) *Modifications.*

(1) *Hardship.* Where the planning commission finds that extraordinary hardships may result from strict compliance with these regulations, it may modify the regulations so that substantial justice may be done and the public interest secured; provided that such

modification will not have the effect of nullifying the intent and purpose of the master plan or these regulations.

(2) *Large scale development.* The standards and requirements of these regulations may be modified by the planning commission in the case of a plan and program for a complete community or a neighborhood unit, which in the judgment of the planning commission provide adequate public spaces and improvements for the circulation, recreation, light, air and service needs of the tract when fully developed and populated, and which also provide such covenants or other legal provisions as will assure conformity to and achievement of the plan.

(3) *Conditions.* In granting modifications, the planning commission may require such conditions as will, in its judgment, secure substantially the objectives of the standards or requirements so modified.

(C) *Appeals.*

The disapproval of a general subdivision plan or plat may be appealed by the subdivider by filing with the planning commission and with the mayor and city council a written notice of such appeal. Upon receiving notice of appeal, the planning commission shall transmit to the mayor and city council a certified copy of the proceedings in the case upon which the appeal is taken. The mayor and city council may overrule such disapproval by a recorded vote of not less than two-thirds of its entire membership. Upon such overruling, the mayor and city council shall notify the planning commission, directing the issuance of a certificate of approval to permit the preparation of a final plat.

(D) *Enforcement.*

No plat of a subdivision of land lying within the city shall be filed or recorded in the records of the county chancery clerk until it has been submitted to and approved by the mayor and city council and the approval entered upon the final plat by the appropriate certificate.

(E) *Penalties.*

Whoever, being the owner or agent of the owner of any land located within a subdivision, transfers or sells or agrees to sell any land by reference to or exhibition of or by other use of a plat of a subdivision before such plat has been approved by the mayor and city council and recorded or filed in the records of the county chancery clerk shall be punished as provided in section 1-9 for each lot or parcel so transferred or sold or agreed or negotiated to be sold; and the description of such lot or parcel by metes and bounds in the instrument of transfer or other document used in the purpose of selling or transferring shall not exempt the transaction from such penalties or from the remedies herein provided. The city may enjoin such transfer or sale or agreement by injunction brought in any court of competent jurisdiction or may recover the penalty by a civil action in any court of competent jurisdiction.

(F) *Fees.*

Upon submission of sketch plan, general plan, final plat, or resubdivision, the subdivider shall pay to the city a fee to partially cover the costs of review and approval. The amount of such fee is based upon the following: ;b2 *Sketch plan.* Application review fee one hundred seventy-five dollars ($175.00) and five dollars ($5.00) per proposed lot.

General plan. Application review fee one hundred seventy-five dollars ($175.00) and five dollars ($5.00) per proposed lot.

Final plat. Application review fee one hundred seventy-five dollars ($175.00) and five dollars ($5.00) per proposed lot.

Resubdivision of property. Application review fee one hundred seventy-five dollars ($175.00) and five dollars ($5.00) per proposed lot.

Condominium preliminary submission. Application review fee one hundred fifty dollars ($150.00).

Condominium final review: Application review fee one hundred fifty dollars ($150.00).

(G) *Restrictive covenants.*

Any applicant for the subdivision or resubdivision of land, without regard to the person or entity which established or created any private or restrictive covenants, shall provide proof of compliance with all private or restrictive covenants to the Gulfport City Planning Commission at such time as an application is submitted for the purpose of subdividing or resubdividing land located within the city. Sufficient proof of compliance will be deemed provided upon affidavit of the applicant which certifies that the proposed subdivision or resubdivision of land complies with and does not violate any private or restrictive covenants applicable to the subject property. Such affidavit must have appended thereto a copy of the applicable private or restrictive covenants applicable to such property to which the certification of compliance is made by the applicant. The city may enforce any private or restrictive covenant(s) established or created by the city in connection with the ownership or development of any land undertaken by the city in accordance with the terms and provisions of such covenants and as allowed by law.

(Code 1963, § 23V2-8; Ord. No. 1868, § 1, 12-19-89; Ord. No. 2365, § 1, 9-6-03)

State Law reference— Selling lots before recording map or plat, Miss. Code Ann. 1972, § 19-27-29.

Sec. 9-54. - Amendments.

(a) *Amendment policy.* These subdivision regulations are based on comprehensive planning studies and on the need for uniform standard of design and construction for subdivisions and improvements to carry out the objective of a sound, stable and desirable development. It is

recognized that casual change or amendment to the regulation would be detrimental to the achievement of that objective, and it is therefor declared to be the policy of the city to amend these regulations only when one (1) or more of the following conditions prevail:

(1) *Error.* There is a manifest error in the regulations.

(2) *Change in conditions.* Changed or changing conditions in a particular area, or in the planning region generally, make a change in the regulations necessary and desirable.

(b) *Amendment procedure.* Amendments to these subdivision regulations may be requested by any person concerned with or affected by the application of the regulations. A request for amendment shall state the name, address and interest of the person requesting the amendment, the nature and purpose of the amendment requested and the need therefor. Amendments may be made only by the mayor and city council.

(Code 1963, § 23-9)

Secs. 9-55—9-75. - Reserved.

ARTICLE IV. - SIGNS[4]

Footnotes:

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Cross reference— *Traffic-control devices, § 6-66 et seq.; traffic signs, § 6-70; supplementary zoning regulations, App. A, § IV.*

State Law reference— *Outdoor advertising near certain highways, Miss. Code Ann. 1972, § 49-23-1 et seq.*

Sec. 9-76. - Short title.

This article shall be known as the "sign ordinance" of the city and may be so cited and further referenced elsewhere as "sign ordinance" and herein as "this article," which shall imply the same wording and meaning as the full title.

(Ord. No. 1764, § 1.2, 3-17-87)

Sec. 9-77. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means a sign which no longer correctly directs or exhorts any person, advertises a bona fide business, lessor, owner, product or activity conducted or product available on the premises where such sign is displayed and has existed as such for a period of six (6) months or more.

Advertising message means that copy on a sign describing products or services being offered to the public.

Animated sign means any sign which includes action or motion. For the purposes of this article, this term does not refer to flashing, changing or indexing, all of which are separately defined.

Architectural blade means a roof sign or projecting sign with no legs or braces designed to look as though it could have been part of the building structure, rather than something suspended from or standing on the building.

Area of off-premises sign means where poster panels or bulletins are installed back to back, each face (on each side) is considered an area. All areas on all sides shall be totaled to determine the "area of off-premises sign."

Area of sign means the area of each face on each side of the sign within perimeters which form the outside shape including any frame, forms and integral part of the display, but excluding the necessary supports or uprights on which the sign may be placed. If the sign consists of more than one (1) section or module, all areas will be totaled to determine the area of sign. Any irregular-shaped sign's area shall be computed using the total of each actual sign face surface.

Awning means a temporary shelter supported entirely from the exterior wall of a building and composed of nonrigid materials except for the supporting framework.

Background area means the entire area of a sign on which copy could be placed, as opposed to the copy area, when referred to in connection with facia or wall signs.

Banner sign means a temporary sign composed of lightweight material either enclosed or not enclosed in a rigid frame, secured or mounted so as to allow movement of the sign caused by movement of the atmosphere.

Billboard. See "Outdoor advertising (posters and bulletins)."

Board of adjustment means a board consisting of seven (7) members, each appointed by the mayor and confirmed by the council to hear and decide appeals, special exceptions, and variances in accordance with the conditions as set forth in section VIII of the comprehensive zoning ordinance.

Building face or wall means all window and wall area of a building in one (1) plane or elevation.

Building frontage means the linear length of a building facing the right-of-way or the linear length of the right-of-way facing the building, whichever is smaller.

Building inspector means the building inspector or his designated representative.

Building sign means a sign lettered to give the name of a building itself, as opposed to the name of occupants or services.

Bulletin. See "Off-premises sign," or "Outdoor advertising sign."

Canopy (or marquee) sign means any sign attached to, constructed in or on a canopy or marquee.

Changeable copy sign (manual) means a sign on which copy is changed manually in the field, i.e., reader boards with changeable letters or changeable pictorial panels.

Changing sign (automatic) means a sign such as an electronically [electronic] or electrically-controlled sign for public service messages only, including public service time, temperature, and date sign, message center or reader board, where different copy changes are shown.

Comprehensive design plan means building design and signs integrated into one (1) architectural plan, the comprehensive plan being completed in all other building, structural and electrical requirements.

Copy (permanent and temporary) means the wording on a signs surface either in permanent or removable letter form.

Copy area means the area in square feet of the smallest geometric figure which describes the area enclosed by the actual copy of a sign. For facia signs, the copy area limits refer to the message, not to the illuminated background.

Detached sign. See "Ground sign."

Digital display sign face means a face of any on-premises or off-premises sign that employs the use of any type of digital, light emitting diode ("LED"), liquid crystal display ("LCD") plasma, electrical or similar technology to display or project multiple message or advertisements on a sign structure.

Directional sign means any sign which serves solely to designate the location or direction of any place or area.

Directly illuminated sign means any sign designed to provide artificial light either through exposed lighting on the sign face or through transparent or translucent material from a light source within the sign.

Electrical sign means any sign containing electrical wiring which is attached or extended to be attached to an electrical energy source.

Embellishment means:

(1) Letters, figures, characters, or representation in cutouts or irregular forms or similar ornaments attached to, superimposed or upon the sign.

(2) Embellishment (decorative only)—A purely decorative embellishment on a freestanding sign.

Erected means attached, altered, built, constructed, reconstructed, enlarged, or moved, and shall include the painting of wall signs, but does not include copy changes on any sign.

Exempt signs means signs exempted from normal permit requirements.

Face of sign means the copy area on each side of a sign on which a copy is or could be placed.

Facia sign (or wall sign) means a sign attached to or erected against a wall of a building, with the face horizontally parallel to the building wall.

Flashing sign means any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation, or an externally-mounted intermittent light source. Automatic changing signs such as public service time, temperature, and date signs or electronically-controlled message centers are classed as "changing signs" not "flashing signs."

Freestanding signs. See "Ground signs."

Freeway-oriented sign (controlled access highway sign) means any sign identifying premises where food, lodging or places of business are located that engage in supplying goods and services essential to normal operation of motor vehicles, and where such businesses are directly dependent upon the adjacent freeway for business.

Frontage means the length of the property line of any one (1) premises parallel to and along each public right-of-way it borders.

Ground level means street grade.

Ground sign means a sign erected on a freestanding frame, mast or pole and not attached to any building.

Height of sign means the vertical distance measured from the adjacent street grade or upper surface of the nearest street curb other than an elevated roadway, which permits the greatest height to the highest point of such sign.

Identification sign means a sign which is limited to the name, address, and number of a building or institution, or the occupancy of the person.

Illuminated sign means any sign which emanates light either by means of exposed tubing or lamps on its surface, or by means of illumination transmitted through the sign face.

Incidental sign means a sign pertaining to goods, products, services or facilities which are available on the premises where the sign is located.

Indexing means turning and stopping action of the triangular vertical sections of a multi-prism sign designed to show three (3) messages in the same area.

Indirectly illuminated sign means any sign which reflects light from a source intentionally directed upon it—for example, by means of floodlights, gooseneck reflectors or externally-mounted fluorescent light fixtures.

Individual letter sign means any sign made of self-contained letters that are mounted on the face of a building, top of a parapet, roof edge of a building or on top of, or below a marquee.

Interior property line means property line other than those fronting on street, road or highway.

Lot of record means a lot which is part of a subdivision, the plat of which has been recorded in the records of the county chancery clerk, or a lot described by metes and bounds, the description of which has been so recorded.

Maintain means to permit a sign, structure, or any part of each to continue or to repair or refurbish a sign, structure, or any part of either.

Message means the wording or copy on a sign.

Multi-prism sign means a sign made with a series of triangular vertical sections that turn and stop, or index, to show three (3) pictures or messages in the same area.

Nameplate means a nonelectric sign identifying only the name and occupation or profession of the occupant of premises on which the sign is located. If any premises includes more than one (1) occupant, nameplate refers to all names and occupations or professions as well as the name of the building and directional information.

Nit means a measurement of brightness equivalent to one (1) candela per square meter. A candela is technically defined as the intensity in a given direction of a source that emits monochromatic radiation of a frequency of five hundred forty (540) × ten (10) hertz and which has a radiant intensity in the same direction of 1/683 watts per steradian.

Nonconforming sign (legal) means any permanently affixed advertising structure or sign which was erected and maintained prior to such time as it came within the purview of this article and any amendments thereto, and which fails to conform to applicable regulations and restrictions of this article. Further, the signs that are expressly stated in sections 9-94 through 9-100 are excluded from the definition thereof.

Nonelectrical sign means any sign that does not contain electrical wiring or is not attached or intended to be attached to an electrical energy source.

Off-premises sign and *outdoor advertising sign* both mean a sign that advertises goods, products, services or facilities and directs persons to a different location from where the sign is installed, or advertises goods, products, services or facilities not related to the site where the sign is located. The poster panels or bulletins, usually freestanding, illustrate such advertising in the form of pasted paper,

painted copy or image projected copy. Back-to-back or V-type structures will be considered as one (1) sign structure with more than one (1) face. Off-premises signs may use digital display sign faces, static display sign faces or multiprism sign faces.

On-premises sign means a sign that advertises only goods, products, services and the name of the facility on the premises of which the sign is located.

Outdoor advertising sign means a structure which advertises goods, products or services. The poster panels or bulletins, usually freestanding, illustrate such advertising in the form of pasted paper or painted copy. Back-to-back or V-type structures will be considered as one (1) sign structure.

Owner means a person recorded as such on official records and including duly authorized agent or notary, a purchaser, devisee, judiciary; any person having a vested or contingent interest in the property in question.

Parapet or *parapet wall* means that portion of a building wall that rises above the roof level.

Pole sign. See "Ground sign."

Premises means an area of land with its appurtenances and buildings which, because of its unity of use, may be regarded as the smallest conveyable unit of real estate.

Projecting signs means a sign, other than a wall sign, which is attached to and projects from a structure or building face. The area of multifaced projecting signs is calculated as the total of all faces.

Public right-of-way width means the particular distance across a public street, measured from property line to property line. When property lines on opposite sides of the public street are not parallel, the public right-of-way width shall be determined by the city engineer.

Public service information sign means any sign solely intended to display time, temperature and date, atmospheric conditions, or traffic control.

Real estate sign means any sign pertaining to the sale, lease or rental of land or buildings.

Roof line means the top edge of the roof or the top of the parapet, whichever forms the top line of the building silhouette.

Roof sign means any sign erected upon, against or directly above a roof or on top of or above the parapet of a building.

Rotating sign means any sign or portion of a sign which moves in a revolving or similar manner, but not including multiprism indexing signs.

Seasonal or holiday signs means signs, such as Christmas decorations, used for an historic holiday and installed for a limited period of time.

Sign means any identification, description, illustration or device illuminated or nonilluminated (not including electrical blinking signs with multimessages) which is visible from any public place or is located on private property and exposed in the public and which directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanently installed or situated merchandise; or any emblem, painting, banner, pennant or placard, be it permanent or temporary, designed to advertise, identify, or convey information, with the exception of window displays and national flags. For the purpose of removal, signs shall also include all sign structures.

Sign contractor means any person performing any work or service for any person or for any government entity for compensation in or in connection with the erection, construction, enlargement, alteration, repair, moving, improvement, maintenance, conversion or manufacture of any sign. The owner or any individual with a leasehold interest in such sign is exempt from this definition.

Sign legend. See "Copy."

Sign structure means any structure which supports, has supported or is capable of supporting a sign, including decorative cover.

Special purpose sign means any sign other than a business, nonaccessory, identification sign, including but not limited to traffic signs.

Static display sign face means on any on-premises or off-premises sign face, the message displayed is printed on a paper, plastic, metal and/or vinyl surface which must be physically replaced and/or covered in order to change or amend the message displayed.

Street means a public highway, road or thoroughfare which affords the principal means of access to adjacent lots, measured from property line to property line.

Temporary sign (or portable sign) means any sign not permanently attached to the ground or a building. All devices such as banners, pennants, flags (not intended to include flags of any nations) searchlights, twirling or sandwich type signs, sidewalk or curb signs and balloons, or other air or gas filled figures are to be considered temporary.

Temporary window or building sign means a sign painted on the interior of a window or constructed of paper, cloth, or other like material and attached to the interior side of a window or displayed on the exterior of a building wall in order to direct attention of persons outside the building to a sale of merchandise or a change in the status of the business.

Under canopy or marquee sign means a sign suspended below the ceiling or roof of a canopy or marquee.

Unlawful means a sign which contravenes this article or which the building inspector may declare as unlawful if it becomes dangerous to public safety by reason of dilapidation or abandonment or a nonconforming sign for which a permit required under a previous ordinance was obtained.

Use means the purpose for which a building, lot, sign or other structure is arranged, intended, designed, occupied or maintained.

Window sign means a sign installed inside a window for purposes of viewing from outside the premises. This term does not include merchandise located in a window.

(Ord. No. 1764, § 2, 3-17-87; Ord. No. 1774, § 1, 9-8-87; Ord. No. 2154, § 1, 11-3-98; Ord. No. 2518, § 2, 2-6-07; Ord. No. 2566, §§ 2, 3, 11-6-07; Ord. No. 2686, §§ 2, 3, 7-6-10)

Sec. 9-78. - Penalty.

Any person violating any of the provisions of this article shall be guilty of a misdemeanor. Each person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or permitted. Upon conviction of any such violation, such person shall be punished by a fine of not more than five hundred dollars ($500.00) or by imprisonment for not more than six (6) months, and/or by the loss of six (6) credit certificates received pursuant to section 9-122. In addition to the penalties hereinabove provided, any condition caused or permitted to exist in violation of any of the provisions of this article shall be deemed a public nuisance and be summarily abated as such by the city. The city shall have the right to remove any sign(s) found in violation of the provisions of this article and the cost to remove the sign(s) will be assessed to the owner.

(Ord. No. 1764, § 12.2, 3-17-87; Ord. No. 1774, § 6, 9-8-87; Ord. No. 2686, § 4, 7-6-10)

State Law reference— Penalties for violations of ordinances, Miss. Code Ann. 1972, §§ 21-13-1, 41-3-59.

Sec. 9-79. - Statement of purpose.

(a) The purpose of this article is to alleviate the growth of sign usage that is detrimental to the health, safety, and welfare of the city. Recognizing that this city is one of Mississippi's and the South's foremost coastal resorts, the mayor and city council finds that the lack of control and/or improper control of signs causes a unique problem. Although the city has more to offer than its resort resources, the attraction and servicing of visitors constitutes one (1) of our leading economic activities. Failure to recognize this matter could adversely impact development of such resources and activities.

(b) In keeping with this purpose and intent, this article is designed to permit only such signs as will not, by their reason, size, location, construction, or manner of display, endanger the public safety of individuals, confuse, mislead, or obstruct the vision necessary for traffic safety, or otherwise endanger public health, safety, and morals; and to permit and regulate

signs in such a manner as to support and complement land-use objectives in such a fashion that high standards for the visual environment within all areas of the city are developed and maintained.

(Ord. No. 1764, § 1.1, 3-17-87)

Sec. 9-80. - Permits required.

Except as otherwise provided in this article, it shall be unlawful for any person to erect, construct, enlarge, move or convert any sign in the city, or cause the same to be done, without first obtaining a sign permit for each such sign from the building inspector as required by this article. These directives shall not be construed to require any permit for a change of copy on any sign, nor for the repainting, cleaning and other normal maintenance or repair of a sign or sign structure for which a permit has previously been issued, so long as the sign or sign structure is not modified in any way. No new permit is required for signs which have permits and which conform with the requirements of this article on March 17, 1987, unless and until the sign is altered or relocated in any manner whatsoever, except as provided for hereinabove.

(Ord. No. 1764, § 3.1, 3-17-87)

Sec. 9-81. - Sign contractor's license.

Sign contractors shall be licensed. No person shall perform any work or service for any person or for any government entity for compensation, in or in connection with the erection, construction, enlargement, alteration, repair, moving, improvement, maintenance, conversion or manufacture of any sign in the city, or any work or service in connection with causing any such work to be done unless such person is a registered sign contractor within the city. Individuals performing any of the above for their own business or on their own property and not for compensation will be exempt from this section. Placement of a portable or temporary sign shall not constitute a sign contractor.

(1) The building official is hereby granted the authority to recommend to the building code board of adjustment and appeals that a sign contractor's license be suspended or revoked if: (1) the license was issued in error, or (2) the license was incorrect, or (3) the contractor has failed to comply with the ordinances and regulations of the city relating to the work for which the license was issued.

(2) No license may be revoked or suspended until after a hearing is held by the building code board of adjustment and appeals. The contractor shall be mailed notice of the date, time, and place of the hearing at least ten (10) days in advance. The notice shall also state the exact ordinances or regulations the contractor is alleged to have violated or in what way

the information stated on the application was incorrect. The contractor may appear at the hearing, may be represented by counsel, may question witnesses, and may present testimony if he wishes.

(3) After the hearing by board of adjustment and appeals, the building official may suspend the license for any period of time up to six (6) months. After the decision is rendered the contractor may petition for reinstatement of the license following the six-month period after revocation or suspension of such license.

(4) The license fee for a sign contractor shall be one hundred dollars ($100.00). The contractor license (certificate of competency) may be renewed from year to year upon payment of the license fee listed above, without reexamination, provided that proof of insurance is provided.

(Ord. No. 1764, § 3.2, 3-17-87; Ord. No. 2331, § 5, 9-12-02)

State Law reference— State board of public contractors, Miss. Code Ann. 1972, § 31-3-1 et seq.

Sec. 9-82. - Indemnification for sign installation and maintenance.

All persons engaged in the business of owning, leasing, constructing, installing or maintaining signs which involve, in whole or part, the erection, alteration, relocation, or maintenance of a sign or other sign work in or over or immediately adjacent to a public right-of-way or public property so that a portion of the public right-of-way or public property is used or encroached upon by any such sign hereby consents and agrees to hold harmless and indemnify the city, its officers, agents, and employees, from any and all claims of negligence resulting from the location, erection, alteration, relocation, or maintenance of a sign or other sign work insofar as this article has not specifically directed the placement of the sign.

(Ord. No. 1764, § 3.3, 3-17-87)

Sec. 9-83. - Insurance.

Every sign contractor shall provide or show proof of a certificate of business liability insurance to indemnify the city against any form of liability to a minimum of one hundred thousand dollars ($100,000.00), or shall be responsible through any agent or subcontractor.

(Ord. No. 1764, § 3.4, 3-17-87)

Sec. 9-84. - Application for permit.

Application for a permit required by the provisions of this article shall be made to the building inspector upon a form provided by the building inspector and shall be accompanied by such information as may be required to assure compliance with all appropriate laws and regulations of the city including,

(1) Name and address of owner of the sign.

(2) Name and address of owner or the person in possession of the premises where the sign is located or to be located.

(3) Clear and legible drawings with descriptions and nominal dimensions, showing location of the sign which is the subject of the permit and all other existing signs whose construction requires permits, when such signs are on the same premises.

(Ord. No. 1764, § 3.5, 3-17-87)

Sec. 9-85. - Issuance, denial.

(1) *Issuance.* The building inspector shall issue a permit for the location, erection, alteration, or relocation of a sign within the city within fifteen (15) business days of when the permit application is properly made and required information has been provided and appropriate fees have been paid as outlined in this article, including, but not limited to, sections 9-81, 9-82, 9-83, 9-84 and 9-87. If the building official determines that an application is incomplete, the official shall make reasonable efforts to notify the applicant of the specific items that are missing or incomplete; such notice shall be attempted within ten (10) business days of the date of submittal of the application.

(2) *Denial.* The building inspector shall reject an application within ten (10) business days of such application being made if the permit application is improperly made, all required information has not been provided, or all appropriate fees as outlined in Section 9-87 have not been paid. When a sign permit is denied by the building inspector, he shall give written notice of the denial to the applicant or permittee, together with a detailed written explanation of the reasons for the denial. Such written notice shall be given within ten (10) business days of receipt of a completed application.

(3) *Suspension and revocation.* The building inspector shall provide notice of an intent to suspend or revoke a permit issued under provisions of this section whenever the permit is issued erroneously, on the basis of a misrepresentation of fact, whether intentional or unintentional, or fraud. The notice shall be sent by certified mail to the address listed on the permit application or last known address of the sign owner and shall include a brief written statement of the reasons for the proposed suspension or revocation. When such notice is provided by the building inspector, the permittee shall have fifteen (15) days from the date of receipt of the notice, or the return of the unclaimed certified mail, to provide a written response to the building inspector, along with any supporting materials, explaining why the permittee believes the permit is valid and should not be suspended or revoked. Upon the expiration of such fifteen (15) days, the building inspector shall have thirty (30) days to

suspend or revoke the permit. When a sign permit is suspended or revoked by the building inspector, he shall give written notice of the suspension or revocation to the permittee, together with a brief written statement of the reasons for the suspension or revocation. Notwithstanding any provision to the contrary, if the revocation of a permit by the building inspector becomes final as a result of the revocation being upheld on appeal or the expiration of the applicable time for an appeal without an appeal being filed, the building inspector shall cause the sign to be removed without the need for compliance with section 9-112.

(4) *Appeals.* Any person or any officer, department or agency aggrieved by the decision of the building official with regard to the enforcement of this section, or by the failure of the building inspector to issue or deny a permit within thirty (30) days of an application being made, may appeal such decision or inaction to the zoning board of adjustment and appeals. Such appeal may be made within a reasonable time, but not to exceed thirty (30) days from the date of the decision, by filing with the building official and the zoning board of adjustment and appeals a notice of appeal specifying the grounds thereof. Governing rules for appeals and variances required by the zoning board of adjustment and appeals shall apply as adopted in section VIII, Administration and Enforcement, (B) Board of Adjustment, Gulfport Comprehensive Zoning Ordinance No. 1501, as amended.

(Ord. No. 1764, § 3.6, 3-17-87; Ord. No. 2598, § 2, 8-19-08; Ord. No. 2686, § 5, 7-6-10)

Sec. 9-86. - Effect of issuance.

Construction of a sign for which a permit has been issued must commence within one hundred eighty (180) days of said issuance. Failure to do so within the allotted time period shall void the permit and necessitate reapplication, including payment of all applicable fees. Furthermore, previously forfeited credit certificate(s) associated with issuance of said permit shall be reissued/returned to the owner/applicant of the sign permit. No permit for a sign issued hereunder shall be deemed to constitute permission or authorization to maintain an unlawful sign nor shall any permit issued hereunder constitute a defense in any action to suspend revoke or abate an unlawful sign.

(Ord. No. 1764, § 3.7, 3-17-87; Ord. No. 2686, § 6, 7-6-10)

Sec. 9-87. - Permit fees.

Application for permits shall be filed with the building inspector, together with a permit fee as specified by the building inspector, for each sign in accordance with the following schedule; provided, however, that the minimum fee for a permit, exclusive of any permit costs for electrical components, shall not be less than fifty dollars ($50.00) or twenty-five cents ($0.25) per square foot, whichever is the greater. In addition, when any sign is hereafter erected, placed, installed or otherwise established on a

property prior to obtaining permits as required by this section, the fees specified hereunder shall be doubled but the payment of such double fees shall not relieve any person from complying with the other provisions of this section or from any penalties described herein.

(1) *On-premises signs or off-premises signs.* The calculation on a freestanding pole, ground, monument or any similar or roof sign shall be based only on one (1) face of the sign. The calculation shall be based on the largest face of the sign.

(2) *Facia or wall signs.* Only the copy area as calculated in this article shall be included in the abovementioned fee.

(3) *Application; permit fee.* Application for permits shall be filed with the building inspector, together with a permit fee as specified by the building inspector, for each sign in accordance with the following schedule; provided, however, that the minimum fee for a permit, exclusive of any permit costs for electrical components, shall not be less than one hundred dollars ($100.00) or fifty cents ($0.50) per square foot, whichever is greater. The permit fee for billboards or outdoor advertising sign shall be based on the actual valuation (material and labor) of the sign using the building permit fee schedule. In addition, when any sign is hereafter erected, placed, installed or otherwise established on a property prior to obtaining permits as required by this section, the fees specified hereunder shall be doubled but payment of such double fees shall not relieve any person from complying with the other provisions of this section or from any penalties described herein. The electrical permit fee shall not be less than fifty dollars ($50.00) or twenty-five cents ($0.25) per square foot, whichever is greater.

(Ord. No. 1764, § 3.8, 3-17-87; Ord. No. 1774, § 2, 9-8-87; Ord. No. 2331, § 4, 9-12-02; Ord. No. 2518, § 3, 2-6-07; Ord. No. 2686, § 7, 7-6-10)

Sec. 9-88. - Inspection.

The person locating, erecting, altering or relocating a sign shall notify the building inspector immediately upon completion of the work for which permits are required. The building inspector shall inspect and have the authority to order the repair, alteration or removal of signs.

(1) *Inspection.* All freestanding signs shall be subject to a footing inspection and all signs to a final electrical inspection by the building inspector.

(2) *Maintenance.* Every sign in the city, excluding building and window signs, including but not limited to those signs for which permits are required or for which no permits or permit fees are required, shall be maintained in good structural condition at all times. The building inspector shall inspect and have the authority to order the repair, alteration or removal of signs which violate the provisions of the ordinance or become dilapidated or are abandoned, or which constitute physical hazard to the public safety.

(3) *Signs declared unlawful.* The building inspector may declare any sign unlawful if it endangers p safety for reasons, including but not limited to, improper placement or location, inadequate maintenance, dilapidation or abandonment. Any such declaration shall state the reasons of th inspector for stating that the sign constitutes a safety hazard to the general public. Any sign ov kept, displayed or maintained by any person within the city, the ownership keeping a display w unlawful pursuant to the provisions of this article, is hereby declared to be in violation of this a The building inspector may declare any such sign to be unlawful, and such declaration shall sta writing, the reason why such sign and the keeping, owning, maintenance, construction, and di operation thereof, is unlawful under the terms of this article.

(4) *Appeals.* Any person or any officer, department or agency aggrieved by the decision of the building official with regard to the enforcement of this section may appeal such decision to the zoning board of adjustment and appeals. Such appeal may be made within a reasonable time, but not to exceed thirty (30) days from the date of the decision, by filing with the building official and the zoning board of adjustment and appeals a notice of appeal specifying the grounds thereof. Governing rules for appeals and variances required by the zoning board of adjustment and appeals shall apply as adopted in section VIII, Administration and Enforcement, (B) Board of Adjustment, Gulfport Comprehensive Zoning Ordinance No. 1501, as amended.

(Ord. No. 1764, § 3.9, 3-17-87; Ord. No. 1774, § 3, 9-8-87)

Cross reference— Zoning, App. A.

Sec. 9-89. - Signs in R-1, R-1-15, R-1-10, R-1-7.5, R-2, R-3, R-4, R-E districts.

(a) *Permitted signs:* The following signs are permitted in R-1, R-1-15, R-1-10, R-1-7.5, R-1-5, R-2, R-3, R-4, R-E districts:

(1) Freestanding, except that after adoption of this revised subsection, off-premises outdoor advertising signs shall not be permitted in R-1, R-1-15, R-1-10, R-1-7.5, R-1-5, R-2, R-3, R-4, or R-E districts;

(2) Home occupation;

(3) Subdivision identification;

(4) Wall;

(5) Nameplate;

(6) Real estate;

(7) Construction;

(8) Political.

(b) *Nameplates:* For each single-family home or duplex house, one (1) nameplate not exceeding a

combined area of two (2) square feet for each occupancy. Such nameplate shall not be subject to the permit requirements of this article.

(c) *Home occupation sign:* One (1) on-premise sign not exceeding two (2) square feet in area shall be permitted. Such sign shall be mounted flat against the building and shall display only the name of the permitted home occupation.

(d) *Subdivision identification signs:* Signs which identify residential neighborhoods shall be affixed to a wall or placed within a landscaped area as a freestanding sign at the entrance street. Signs which identify multifamily residential developments shall be placed in a landscaped area as a freestanding sign at the main entrance to the complex or as a wall sign affixed to the vertical surface of the building. Such sign and sign structure shall be subject to the following provisions:

(1) *Sign height.* Such sign or sign structure shall not exceed six (6) feet in height.

(2) *Sign area.* Signs shall be limited to one (1) square foot of area per dwelling unit within the development up to a maximum of fifty (50) square feet.

(3) *Letter height.* Signs within residential developments which are affixed to masonry walls or the surface of buildings shall consist of letters not to exceed eighteen (18) inches in height and shall be affixed parallel to said wall or building surface.

(e) *Real estate signs.* One (1) real estate sign on any lot or parcel, provided such sign is located entirely within the property to which the sign applies, is not directly illuminated, does not exceed six (6) square feet in area, and is removed within seven (7) days after the sale, rental, or lease has been accomplished.

(f) *Churches, public and private schools, clubs, golf courses, parks and other recreation uses, public buildings, cemeteries, utilities and other similar uses:* Such signs shall be permitted one (1) on-premises sign per public street frontage, which sign shall not exceed six (6) feet in height. Such sign shall be affixed to a wall or placed within a landscaped area or planter as a freestanding sign.

(g) *Minimum setbacks:* Signs permitted in R-1, R-1-15, R-1-10, R-1-7.5, R-2, R-3, R-4, R-E districts shall not be erected within ten (10) feet of any property line.

(h) *Illumination:* Signs permitted in this subsection may be indirectly illuminated.

(Ord. No. 1764, § 4.1, 3-17-87; Ord. No. 2065, § 1, 11-5-96; Ord. No. 2518, § 4, 2-6-07; Ord. No. 2566, § 4, 11-6-07)

Sec. 9-90. - Signs in R-B and R-O districts.

(a) *Permitted signs:* The following signs are permitted in R-B (Residence-business) and R-O (Residence-office) districts:

(1) Freestanding;

(2) Home-occupation;

(3) Subdivision identification;

(4) Wall;

(5) Nameplate;

(6) Real estate;

(7) Construction;

(8) Political;

(9) Canopy;

(10) Projecting.

(b) *Applicable regulations:* Any structure or site that is being used as a residence in an R-B or R-O district shall be governed by the regulations as set forth in section 9-89.

(c) *Freestanding ground signs:* One (1) freestanding ground sign for each developed parcel or premises having frontage on a public right-of-way, not to exceed one (1) square foot of sign area for each lineal foot of street frontage abutting the portion of the parcel or premises with a maximum of sixty (60) square feet.

(d) *Wall, facia signs:* One (1) wall or facia sign for each occupancy within a developed parcel, not to exceed a total copy area of one and one-half (1) square feet for each lineal foot of building occupancy. If such occupancy is on a corner, one (1) wall or facia sign will be permitted for each frontage. If the building includes a canopy, each occupancy will be permitted one (1) under-canopy sign.

(e) *Real estate signs.* One (1) real estate sign shall be permitted on each parcel of land abutting a public or private street subject to the following requirements:

(1) One (1) square foot of sign area shall be permitted for each five (5) feet of street frontage on the abutting street. However, the minimum sign area need not be less than ten (10) square feet nor shall it exceed fifty (50) square feet.

(2) The width to the height or the height to the width of the sign shall not exceed a ratio of two (2) to one (1).

(f) *Outdoor advertising signs.* Outdoor advertising signs shall be subject to the following conditions:

(1) After the effective date of the ordinance revising this provision, no new outdoor advertising sign structure shall be permitted closer than two thousand (2,000) feet from any other outdoor advertising sign structure on the same side of the street, federal aid

primary or interstate highway. (See Diagram A). Such distance is to be measured from the center of the sign structure on a line parallel to the street or highway on which the sign is facing.

(2) All billboards erected pursuant to section 1-122 shall be set back from those zoning districts where such signs are not permitted in that zoning district as follows:

a. No part of said sign shall be located within any of the following:

1. An area extending three hundred (300) feet along the street (chord distance) from any point at which a zoning district prohibiting off-premises signs touches the street right-of-way on the same side of the street as the sign (See Diagram C). Such distance to be measured from the center of the sign structure.
2. A radial buffer equal to three hundred (300) feet from any zoning district prohibiting off-premises signs when said district abuts the street, road or thoroughfare directly opposite the side of the street, road, or thoroughfare on which the sign structure is to be erected or converted. (See Diagram D). Such distance to be measured from the center of the sign structure; and
3. A circle seventy-five (75) feet in radius from any zoning district prohibiting off-premises signs. (See Diagram C or D). Such distance to be measured from the center of the sign structure.

(3) Shall have a minimum clearance of ten (10) feet above ground level.

(4) The collective copy area of all faces (on all sides) shall not exceed six hundred (600) square feet of copy area and billboards shall have not more than three hundred (300) square feet of copy area on any one (1) area/face of the sign structure and shall consist of only one (1) sign per facing.

(5) Heights shall conform to the district height requirements as stated in the comprehensive zoning ordinance. All measurements are to be from grade to the top of the sign. All signs forty (40) feet in height and above, with or without the use of a crane, shall be submitted to the Gulfport-Biloxi Airport Authority for review and comments.

(6) After the effective date of the ordinance revising this provision, no new outdoor advertising sign shall be erected on or adjacent to (meaning within three hundred (300) feet) Highway 605, U.S. Highway 90, State Route 601 (Canal Road—Port Connector).

(7) Signs located along any federal aid primary or interstate highway shall conform to the provisions of the state highway department's regulations for the control of outdoor advertising or this article, whichever is most restrictive.

(8) In addition to the requirements set forth in this section, all outdoor advertising signs constructed and/or modified under this chapter shall comply with the provisions of section 9-122.

(h) *Illumination.* Signs permitted in this subsection may be indirectly or directly illuminated.

(g) *Setbacks*: Setbacks on all signs within this section, except expressly stated otherwise, are as follows:

Setbacks

(1) Street frontage 10

(2) Side (interior) 5

(3) Rear 5

(Ord. No. 1764, § 4.2, 3-17-87; Ord. No. 2566, § 5, 11-6-07; Ord. No. 2686, § 8, 7-6-10)

Sec. 9-91. - Signs in B-1, B-2, B-4, I-1, I-2, I-3 districts.

(a) *Permitted signs:* The following signs are permitted in B-1, B-2, B-4, I-1, I-2, and I-3 districts:

(1) Freestanding;

(2) Home-occupation;

(3) Subdivision identification;

(4) Wall;

(5) Nameplate;

(6) Real estate;

(7) Construction;

(8) Political;

(9) Canopy;

(10) Projecting;

(11) Roof;

(12) Temporary.

(b) *Freestanding ground signs:* One (1) freestanding ground sign for each developed parcel or premises having frontage on a public right-of-way, not to exceed two (2) square feet of sign area for each lineal foot of street frontage abutting the portion of said parcel or premises.

(1) Where a parcel has in excess of one hundred (100) feet of street frontage, one (1) additional freestanding ground sign may be erected for each additional one hundred (100) feet of street frontage in excess of the first one hundred (100) feet of street frontage abutting the parcel.

(2) Where a parcel is permitted to have more than one (1) freestanding ground sign under these regulations, the distance between the freestanding ground signs on each parcel shall be not less than one hundred (100) feet.

(3) The total area of all freestanding ground signs on each parcel shall not exceed two (2) square f sign area for each lineal foot of street frontage of the first one hundred (100) linear feet and o square foot of sign area for each additional foot of street frontage in excess of one hundred (1 provided that no one sign shall exceed two hundred (200) square feet in area, except on a par exceeds two hundred (200) linear feet of street frontage. On parcels exceeding two hundred (2 of street frontage, the sign area shall not exceed a total equal to one (1) square foot of sign ar each linear foot of street frontage.

(c) *Wall or facia signs:* One (1) wall or facia sign shall be permitted for each occupancy within a developed parcel. Such sign shall not exceed a total area of three (3) square feet of copy area for each linear foot building occupancy. If such occupancy is on a corner, one (1) wall sign will be permitted for each frontage. If the building includes a canopy, each tenant will be permitted one (1) under-canopy sign.

(d) *Roof signs:* One (1) roof sign shall be permitted for each parcel, such sign shall not exceed three (3) square feet of copy area for each linear foot of building frontage that is parallel to the sign placement direction, or two hundred (200) square feet in total, whichever is lesser. A roof sign may exist instead of, but not in addition to, a freestanding ground sign or projecting sign.

(e) *Projecting signs:* Any occupant with frontage on a public right-of-way is permitted to have one (1) projecting sign along that public street. The projecting sign may exist instead of, but not in addition to, a freestanding ground sign or roof sign. Where a premises is allowed two (2) freestanding signs, the occupant may elect to substitute a projecting sign for one (1) of the freestanding signs. If a premises has at least one hundred thirty-five (135) feet of frontage along any one (1) right-of-way, or street, the occupant may have two (2) projecting signs.

(1) No sign shall have a vertical clearance of less than nine (9) feet above grade. The total area of any one (1) projecting sign shall not exceed one and one-half (1½) square feet for each linear foot of building frontage facing the right-of-way.

(f) *Canopy signs:* Canopy signs shall be subject to the following conditions:

(1) Area or copy may be three (3) square feet per linear foot of canopy front and sides. Subject to a minimum height limit of nine (9) feet from the sidewalk, copy may be installed above or on the face of the canopy proper, provided that when such sign is installed above or on the canopy proper, copy area will be computed on the total of the sign face and the canopy apron proper. Signs attached to the underside of a canopy shall have a copy area no greater than twelve (12) square feet, subject to a minimum clearance of seven (7) feet from the sidewalk. This minimum clearance shall not be located within any drive through area.

(2) The canopy and related sign must comply with all setback requirements.

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(g) *Awnings:* Signs on awnings consisting of one (1) line of letters or an identification emblem, initials, insignia or other features may be painted, placed or installed upon the hanging border of end of a awning.

(h) *Outdoor advertising signs:* Outdoor advertising signs shall be subject to the following conditions:

(1) After the effective date of the ordinance revising this provision, no new outdoor advertising sign structure shall be permitted closer than one thousand two hundred fifty (1,250) feet from any other outdoor advertising sign structure on the same side of the street, federal aid primary or interstate highway. (See Diagram A). Such distance is to be measured from the center of the sign structure on a line parallel to the street or highway on which the sign is facing.

(2) All billboards erected pursuant to section 1-122 [9-122] shall be set back from those zoning districts where such signs are not permitted in that zoning district as follows:

a. No part of said sign shall be located within any of the following:

1. An area extending three hundred (300) feet along the street (chord distance) from any point at which a zoning district prohibiting off-premises signs touches the street right-of-way on the same side of the street as the sign (See Diagram C). Such distance to be measured from the center of the sign structure.

2. A radial buffer equal to three hundred (300) feet from any zoning district prohibiting off-premises signs when said district abuts the street, road or thoroughfare directly opposite the side of the street, road, or thoroughfare on which the sign structure is to be erected or converted. (See Diagram D). Such distance to be measured from the center of the sign structure; and

3. A circle seventy-five (75) feet in radius from any zoning district prohibiting off-premises signs. (See Diagram C or D). Such distance to be measured from the center of the sign structure.

(3) Shall have a minimum clearance of ten (10) feet above ground level.

(4) The collective copy area of all faces (on all sides) for signs located within three hundred (300) feet of Interstate 10, U.S. Highway 49 or Airport Road shall not exceed one thousand three hundred forty-four (1,344) square feet; however, each sign face shall not exceed six hundred seventy-two (672) square feet and shall consist of only one (1) sign per facing.

(5) The collective copy area of all faces (on all sides), for signs other than those within three hundred (300) feet of Interstate 10, U.S. Highway 49 or Airport Road shall not exceed six hundred (600) square feet; however, each sign face shall not exceed three hundred (300) square feet and shall consist of only one (1) sign per facing.

(6) Heights shall conform to the district height requirements as stated in the comprehensive

sign ordinance. All measurements are to be from grade to the top of the sign. All signs forty (40) feet in height and above, with or without the use of a crane, shall be submitted to the Gulfport-Biloxi Airport Authority for review and comments.

(7) After the effective date of the ordinance revising this provision, no new outdoor advertising sign shall be erected on or adjacent to (meaning within three hundred (300) feet) Highway 605, U.S. Highway 90, State Route 601 (Canal Road—Port Connector).

(8) Signs located along any federal aid primary or interstate highway shall conform to the provisions of the state highway department's regulations for the control of outdoor advertising, or this article, whichever is most restrictive.

(9) In addition to the requirements set forth in this section, all outdoor advertising signs constructed and/or modified under this section shall comply with the provisions of section 9-122.

(i) *Temporary signs:* Temporary signs shall meet the following requirements:

(1) *Setback:* Signs shall meet the setback requirements specified in (k) and (l) of this subsection.

(2) *Anchor:* Such signs shall be anchored in such a manner as to prevent their being moved or upset by windstorm, and no building permit shall be issued until the building inspector's office is satisfied that such protection is provided. A diagram indicating the manner in which the sign will be anchored, along with a plot plan showing the proposed location, shall be submitted with an application for the sign permit.

(3) *Electrical connections:* If a sign is to be lighted, a weatherproof receptacle shall be provided on the property where the sign is to be located. Such electrical receptacle shall be installed by a certified, licensed electrical contractor. No drop (extension) cords supplying electric power to signs shall be permitted. Electrical receptacle shall be located within four (4) feet of said sign.

(4) Number of signs: One (1) temporary sign per site shall be allowed.

(5) *[Copy area.]* Except as otherwise provided in this article, the collective copy area shall not exceed one (1) square foot of sign area for each lineal foot of street frontage on the abutting street. However, the minimum sign area need not be less than six (6) square feet nor shall it exceed twenty-five (25) square feet. No fluorescent-colored lettering shall be permitted on a temporary sign.

(6) *[Time restrictions.]* Except as otherwise provided in this article, no temporary sign shall be permitted for a single site longer than fifteen (15) days in a calendar year.

(j) *Other signs:* Other signs are permitted as follows:

(1) Up to two (2) incidental signs may be attached to a freestanding sign structure or to a

building wall, but may not be attached perpendicular to the wall. Such signs are restricted to trading stamps, credit cards accepted, official notices of services required by law, or trade affiliations. Area of each sign may not exceed six (6) square feet; the total area of all such signs may not exceed twelve (12) square feet.

(2) Two (2) directional signs are permitted for each driveway on each street frontage. The area of each sign may not exceed twelve (12) square feet. Such directional signs shall not be considered as part of the total allowable sign square footage permitted under this article. Maximum permitted height for such signs shall be twelve (12) feet above grade.

(3) Interstate high-rise signs or freeway-oriented signs are permitted as long as they:

a. Do not conflict with state or federal statutes, rules, or regulations governing outdoor advertising of any type or nature whatsoever, including rules or regulations of the Gulfport-Biloxi Airport Authority.

b. Are located totally within one thousand three hundred twenty (1,320) feet of legally defined right-of-way for the interchange.

c. Do not exceed double the square footage allowed under this section.

d. Do not exceed seventy-five (75) feet above average terrain or highway level (whichever is greater) in overall height.

(4) Real estate signs permitted in commercial or industrial districts. One (1) real estate sign in commercial or industrial districts shall be permitted on each street abutting the parcel of land subject to the following requirements.

a. The area of the sign shall not exceed one (1) square foot for each five (5) feet of street frontage on the abutting street. However, the total sign area need not be less than twenty-five (25) square feet nor shall it exceed sixty-four (64) square feet.

(5) Any of the types of signs permitted in this article may be permitted as manual or automatic changeable copy signs.

(k) *Setbacks.* Setbacks on all signs within this section are from the property lines to the outer edge of all signs unless expressly stated otherwise. These setbacks are as follows:

Setbacks

a. Street frontage 10

b. Side (interior) 5

c. Rear 5

(l) *Visibility.* All signs shall provide maximum visibility for vehicular and pedestrian traffic. To insure proper line-of-sight for all motorists and to protect the general public from harmful and unsafe conditions, all signs shall not create a material impediment to visibility between

the heights of three (3) feet and eight (8) feet above the street grade. If any sign encroaches into the above referenced visibility area, the street front property line setback shall be a distance between ten (10) feet and twenty (20) feet to insure proper visibility.

(m) *Illumination:* Signs permitted in this subsection may be indirectly or directly illuminated.

(Ord. No. 1764, § 4.3, 3-17-87; Ord. No. 1774, § 4, 9-8-87; Ord. No. 2065, § 1.2, 11-5-96; Ord. No. 2078, § 1, 3-18-97; Ord. No. 2518, § 5, 2-6-07; Ord. No. 2566, § 6, 11-6-07; Ord. No. 2686, § 9, 7-6-10)

Sec. 9-92. - Signs in B-3 districts.

(a) *Permitted signs:* The following signs are permitted in B-3 (Central-business) districts:

(1) Freestanding (not to include off-premises outdoor advertising);

(2) Home-occupation;

(3) Wall;

(4) Nameplate;

(5) Real estate;

(6) Construction;

(7) Political;

(8) Canopy;

(9) Roof;

(10) Projecting.

(b) *Freestanding ground signs:* One (1) freestanding sign for each developed parcel or premises having frontage on a public right-of-way, not to exceed one (1) square foot of sign area for each lineal foot of street frontage abutting the portion of such parcel or premises with a maximum of sixty (60) square feet.

(c) *Wall or facia signs:* One (1) wall or facia sign for each occupancy within a developed parcel, not to exceed a total copy area of one and one-half (1½) square feet for each linear foot of building occupancy. If such occupancy is on a corner, one (1) wall or facia sign will be permitted for each frontage. If the building includes a canopy, each occupancy will be permitted one (1) under-canopy sign not to exceed twelve (12) square feet.

(d) *Real estate signs:* Refer to section 9-90(e), Real estate signs.

(e) *Roof signs:* One (1) roof sign shall be permitted for each parcel such sign shall not exceed three (3) square feet of copy area for each linear foot of the building frontage that is parallel to the sign placement direction, or two hundred (200) square feet in total, whichever is lesser. A roof sign may exist instead of, but not in addition to, a freestanding ground sign or projecting sign.

(f) *Projecting signs:* Refer to subsection 9-91(e), Projecting signs.

(g) *Canopy signs:* Refer to subsection 9-91(f), Canopy signs.

(h) *Setbacks*: Setbacks on all signs within this section, except expressly stated otherwise, will be from the property line.

(i) *Other signs:* No other signs, except those signs provided for under sections 9-105 and 9-106, (exempt signs) shall be permitted in all of the districts described in sections 9-89 through 9-92.

(Ord. No. 1764, § 4.4, 3-17-87; Ord. No. 2518, § 6, 2-6-07)

Sec. 9-92A. - Signs in Sand Beach District.

(a) *Permitted signs.* The following signs are permitted in the Sand Beach District:

Wall.

(b) *Wall, facia signs.* One (1) wall or facia sign for each structure, not to exceed a total copy area of one and one-half (1½) square feet for each lineal foot of the structure. One (1) wall or facia sign will be permitted for each side on a structure.

(Ord. No. 2065, § 1.3, 11-5-96)

Sec. 9-93. - Animated signs, intensely lighted signs, and digital display sign faces.

(a) No sign shall be permitted which is animated by means of flashing, scintillating, blinking or traveling lights.

(b) Digital display sign faces shall be allowed, subject to the following provisions:

(1) There shall be no effects of movement, animation, scrolling, flashing, scintillation or similar effects and shall display only static images.

(2) The static display time for each message shall be a minimum of eight (8) seconds.

(3) The time to completely change from one message to the next is a maximum of two (2) seconds and shall not use fading, rolling, window shading, dissolving, or similar effects as part of the change.

(4) All such signs shall have installed light monitors, and shall at all times allow such monitors to automatically adjust the brightness level of the sign based on ambient light conditions. In addition, maximum brightness levels for said sign shall not exceed five thousand five hundred (5,500) nits from dawn to dusk, during daylight hours, and one thousand (1,000) nits from dusk to dawn, nighttime hours.

(5) Any digital display sign face or similar such sign that malfunctions, fails, or ceases to operate in its usual or normal programmed manner, causing motion, movement, flashing or any similar effects, shall have a default mechanism freezing said sign if any such

malfunction occurs.

(Ord. No. 1764, § 5.1, 3-17-87; Ord. No. 2566, § 7, 11-6-07; Ord. No. 2686, § 10, 7-6-10)

Sec. 9-94. - Miscellaneous signs and posters.

The tacking, pasting or otherwise affixing of signs of a miscellaneous character, visible from a public way, located on the walls of buildings, barns, sheds, on trees, poles, posts, fences or other structures is prohibited unless otherwise permitted by this article.

(Ord. No. 1764, § 5.2, 3-17-87)

Sec. 9-95. - Abandoned signs.

Business signs that advertise an activity, business, product or service no longer conducted or available on the premises on which the sign is located, shall be prohibited and shall be governed by the provisions of sections 9-107 through 9-112.

(Ord. No. 1764, § 5.3, 3-17-87)

Sec. 9-96. - Parking of advertising vehicles prohibited.

No person shall park any vehicle or trailer on a public right-of-way or public property or on private property so as to be visible from a public right-of-way, which has attached thereto or located thereon any sign or advertising device for the basic purpose of providing advertisement of products or directing people to a business or activity located on the same or nearby property or any other premises. This section is not intended to prohibit any form of vehicular signage such as a sign attached to a bus or lettered on a motor vehicle.

(Ord. No. 1764, § 5.4, 3-17-87)

Sec. 9-97. - Public areas.

No sign or person carrying, pushing, pulling, or exhibiting or causing to be exhibited any type of signage or wearing any costume designed to advertise or direct attention to a product, service, place, activity, person, institution, business, or solicitation shall be placed or located on public property or over or across any street or public or private thoroughfare except as may otherwise expressly be authorized by this article.

(Ord. No. 1764, § 5.5, 3-17-87; Ord. No. 2686, 7-6-10)

Sec. 9-98. - Miscellaneous signs.

(a) Banners, searchlights, twirling signs, balloons or other gasfilled figures shall not be used on a permanent basis.

(b) Signs described in (a) above will be permitted as special promotion in a commercial or industrial d for a total period not to exceed fifteen (15) days and will be allowed in residential districts in conjunction with an open house or model home demonstration conducted by a realtor for five (5) before the opening of such a demonstration to three (3) days after and not to exceed a total perio thirty (30) days.

(Ord. No. 1764, § 5.6, 3-17-87)

Sec. 9-99. - A-frame signs.

A-frame or sandwich board, sidewalk or curb signs are prohibited in this city.

(Ord. No. 1764, § 5.7, 3-17-87)

Sec. 9-100. - Unclassified signs.

The following signs are also prohibited within the city, which:

(1) Bear or contain statements, words or pictures of an obscene, pornographic character, or which contain advertising matter which is misleading or untruthful.

(2) Signs which purport to be, or are an imitation of, or resemble an official traffic sign or signal, or which bear the words "Stop," "Go Slow," "Caution," "Warning," or similar words, or which purport to be, or are an imitation of, or closely resemble the official logo of the city, its police department, or its fire department.

(3) Signs with flashing lights containing colors red, blue, white, or yellow that are an imitation of or resemble emergency vehicles.

(Ord. No. 1764, § 5.8, 3-17-87; Ord. No. 2518, § 7, 2-6-07)

State Law reference— Unauthorized signs, etc., resembling official traffic-control devices or railroad signs or signals, Miss. Code Ann. 1972, § 63-3-317.

Sec. 9-101. - Compliance with building code.

All signs shall comply with the provisions of the building code adopted by the city and the additional construction standards set forth in this article.

(Ord. No. 1764, § 6.1, 3-17-87)

Cross reference— Building code, § 3-26 et seq.

Sec. 9-102. - Construction of signs, auxiliary specifications.

(a) *Obstruction to exits.* No signs shall be located, erected, constructed or maintained so as to obstruct any fire escape, required exit, window or door opening used as a means of egress.

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(b) *Obstruction to ventilation.* No sign shall be attached in any form, shape or manner which will inter with any opening required for ventilation, except that such signs may be erected in front of and m cover transom windows when not in violation of the provision of the building or fire prevention co

(c) *Clearance from high voltage power lines.* Signs shall be located in such a way that they maintain horizontal and vertical clearance of all overhead electrical conductors. However, in no case shall a sign be installed in such a manner so as to violate any state or federal statute, rule or regulation which may apply thereto.

(d) *Drainage.* The roofs of all marquees shall be properly guttered, and drained.

(Ord. No. 1764, § 6.2, 3-17-87)

Sec. 9-103. - Materials for freestanding signs.

(a) All freestanding permanent signs, structures or poles shall be self-supporting structures erected on or permanently attached to concrete foundations or meet wind load requirements as specified in the building code, or any amendment thereto, adopted by the city.

(b) All new freestanding on-premises and off-premises signs constructed, relocated or converted on, or adjacent to Interstate 10, Dedeaux Road, U.S. Highway 49, Pass Road and/or Airport Road pursuant to section 9-122 shall be constructed, as follows, when the base of a sign pole, defined as the point in which the emerging sign pole is viewed at its intersection with ground level from a distance of seventy-five (75) linear feet along the street (chord distance) in which the sign face(s) shall be viewed from. Such distance is to be measured from the center of the sign structure on a line parallel to the street or highway on which the sign is facing (See Diagram E).

(1) Sign structure support pole(s) shall be wrapped with a masonry, stucco, stone and/or a similar synthetic material, from the ground level to a height not to exceed ten (10) feet above said ground level.

(2) A decorative buttress shall be constructed at the ground/base level of the façade.

(3) A decorative cap or crown shall be constructed at the top of the façade.

(4) Any portion of the sign structure's support pole(s) between the façade and the display of the sign that is greater than ten (10) feet above ground level shall be finished with a stucco wrap or a textured paint.

(c) All freestanding on-premises and off-premises sign façades shall be harmonious in material, style and color with the surrounding landscape of the developed site in which it is located. All sign permit applications for freestanding on-premises and off-premises signs to be constructed shall contain architectural façade plans to be reviewed and approved or denied by the architectural review committee in accordance with section 9-85 upon receipt of a permit application and renderings of the architectural façade plans.

(Ord. No. 1764, § 6.3, 3-17-87; Ord. No. 2686, § 11, 7-6-10)

Sec. 9-104. - Sign anchoring.

No sign shall be suspended by rope, string, or wire.

(Ord. No. 1764, § 6.4, 3-17-87)

Sec. 9-105. - Permit exceptions.

The following operations shall not be considered as creating a sign insofar as requiring the issuance of a sign permit, but the signs must be in conformance with all other codes and electrical laws and regulations of the city.

(1) Changing of the advertising copy or message on an existing approved painted or printed sign, marquee, changeable copy sign or a similar approved sign whether electrical, illuminated, electronic changing message center or nonilluminated painted message which are all specifically designed for the use of replaceable copy.

(2) Painting, repainting, cleaning or other normal maintenance and repair of a sign not involving structural changes, replacement of the plastic face, will be included as an exempt operation provided that it is due to a change caused by breakage and/or deterioration of the face, but not for the substitution of a new or different advertiser.

(3) Changes in the content of show window displays and permitted temporary signs.

(Ord. No. 1764, § 7.1, 3-17-87)

Sec. 9-106. - Exempt signs.

(a) *Construction signs:* One (1) construction sign per construction project not exceeding sixty-four (64) square feet in sign area in business and industrial districts or thirty-two (32) square feet in sign area in residential districts provided that such signs shall be erected no more than thirty (30) days prior to the beginning of construction for which a valid building permit has been issued, shall be confined to the site of construction, and shall be removed thirty (30) days after completion of construction and prior to occupancy.

(b) *Directional or instructional signs:* Nonelectrical signs which provide instruction or direction and are located entirely on the property to which they pertain and do not exceed four (4) square feet in area, signs identifying restrooms, public telephones, walkways, or signs providing direction such as parking lot entrances and exit signs and those of a similar nature.

(c) *Governmental signs:* Property owned by or under the control of the United States of America or the State of Mississippi and which is not subject to the police power of the city and property owned by or under the control of the city are hereby declared to be exempt from all

sign regulations set forth in the city's Sign Ordinance (Section 9-76, et seq.). In addition, governmental signs for control of traffic and other regulatory purposes, street signs, danger signs, railroad crossing signs, and signs of public service companies indicating danger and aids to service or safety which are erected by or on the order of a public officer in the performance of his public duty.

(d) *Holiday decorations:* Signs of a primarily decorative nature, clearly incidental and customary and commonly associated with any national, local or religious holidays.

(e) *House numbers and nameplates:* House numbers and nameplates not exceeding two (2) square feet in area for each residential building.

(f) *Interior signs:* Signs located within the interior of any building or stadium, or within an enclosed lobby or court of any building, and signs for and located within the inner or outer lobby, court or entrance of any theater. This does not, however, exempt such signs from the structural, electrical, or material specifications as set out in this article.

(g) *Memorial signs:* Memorial signs or tablets, names of buildings and date of erection when cut into any masonry surface or inlaid so as to be part of the building or when constructed of bronze or other incombustible material.

(h) *Notice bulletin boards:* Notice bulletin boards not over thirty-two (32) nominal square feet in area for medical, public, charitable or religious institutions where the same are located on the premises of such institution.

(i) *No trespassing or no dumping signs:* No trespassing or no dumping signs not to exceed one and one-half (1½) square feet in area per sign and not exceeding four (4) in number per lot, except that special permission may be obtained from the building inspector for additional signs under proven special circumstances.

(j) *Occupant signs:* One (1) sign for each dwelling unit not to exceed two (2) square feet in area indicating the name of the occupant, location or identification of a home professional office.

(k) *Plaques:* Plaques or nameplate signs not more than four (4) square feet in area which are fastened directly to the building.

(l) *Public notices:* Official notices posted by public officers or employees in the performance of their duties.

(m) *Public signs:* Signs required or specifically authorized for a public purpose by any law, statute or ordinance which may be of any type, number, area, height above grade, location, illumination, or animation, required by the law, statute or ordinance under which the signs are erected.

(n) *Symbols or insignia:* Religious symbols, commemorative plaques of recognized historical agencies, or identification emblems of religious orders or historical agencies, provided that no such symbol, plaque, or identification emblem shall exceed four (4) square feet in area, and

provided further that all such symbols, plaques and identification emblems shall be placed flat against a building.

(o) *Temporary signs:* Temporary signs not exceeding four (4) square feet in area pertaining to drives or events of civic, philanthropic, educational or religious organizations, provided that such signs are posted only during such drive or not more than thirty (30) days before the event and are removed no more than fifteen (15) days after an event.

(p) *Warning signs:* Signs warning the public of the existence of danger, but containing no advertising material, of a size as may be necessary, to be removed upon subsidence of danger.

(q) *Neighborhood identification signs:* In any zone, a sign, masonry wall, landscaping and other similar materials or features may be combined to form a display for neighborhood or tract identification, provided that the legend of such sign or display shall consist only of the neighborhood or tract name. All freestanding signs shall be placed within a landscaped area.

(r) *Political campaign signs:*

(1) Such signs may be placed on private property with consent of the owner or tenant thereof, in all zoning districts within the city.

(2) The face of such signs on private property shall not exceed six (6) square feet in area, and no more than one (1) such sign shall be located on the same side of the street on a single lot or parcel.

(3) Such signs shall not be tacked, nailed, painted, posted, or affixed in any manner on trees, utility poles, fences, rocks, and other such supporting structures.

(4) Such signs shall not be located on public property or public right-of-way.

(5) Candidates who qualify for any election shall remove their signs no later than seven (7) days after any election is certified as being official by the secretary of state or any political party, whichever first occurs.

(6) In the event of violation of this subsection, the political candidate will be held responsible. The penalty will be set forth in section 9-78.

(s) *Real estate signs:* One (1) real estate sign on any lot or parcel, provided such sign is located entirely within the property to which the sign applies, is not directly illuminated, does not exceed six (6) square feet in area, and is removed within seven (7) days after the sale, rental, or lease has been accomplished.

(Ord. No. 1764, § 7.2, 3-17-87; Ord. No. 2518, § 10, 2-6-07; Ord. No. 2837, § 2, 10-6-15)

State Law reference— Determination of elections generally, Miss. Code Ann. 1972, § 23-15-605; determination of municipal elections, Miss. Code Ann. 1972, § 23-15-611.

Sec. 9-107. - Maintenance and repair.

Every sign, including, but not limited to, those signs for which permits or for which no permit fees are required, shall be maintained in a safe, presentable and good structural material condition at all times, including the replacement of defective parts, painting, repainting, cleaning, and other acts required for the maintenance of such sign. The building inspector shall require compliance with all standards of this article. If the sign is not made to comply with adequate safety standards, the building inspector shall require its removal in accordance with this article.

(Ord. No. 1764, § 8.1, 3-17-87)

Sec. 9-108. - Abandoned signs.

Except as otherwise provided in this article, any nonconforming sign which is located on property which becomes vacant and unoccupied for a period of six (6) months or more, or any sign which pertains to a time, event, or purpose which no longer applies, shall be deemed to have been abandoned. Permanent nonconforming signs applicable to a business temporarily suspended because of a change of ownership or management of such business shall not be deemed abandoned unless the property remains vacant for a period of nine (9) months or more. An abandoned nonconforming sign is prohibited and shall be removed by the owner of the sign or owner of the premises within thirty (30) days.

(Ord. No. 1764, § 8.2, 3-17-87)

Sec. 9-109. - Dangerous or defective signs.

No person shall maintain or permit to be maintained on any premises owned or controlled by him any sign which is in a dangerous or defective condition. Any such sign shall be removed or repaired by the owner of the sign or the premises within the period set forth in section 9-112.

(Ord. No. 1764, § 8.3, 3-17-87)

Sec. 9-110. - Unlawful signs.

No person shall allow the erection of or erect on any premises owned or controlled by him any sign which does not comply with the provision of the article, or any state or federal statute, rule or regulation which may be applicable thereto.

(Ord. No. 1764, § 8.4, 3-17-87)

Sec. 9-111. - Street improvement projects.

Any sign projecting over a public right-of-way at the time of the effective date of Ordinance No. 1764 which was subject to removal or relocation at the owner's expense, pursuant to a permit or other ordinance of the city, shall be removed by the owner or altered at the owner's expense to comply with the regulation of this article if, as the result of, or after completion of a street improvement project, such sign does not or would not comply with the provisions of this article.

(Ord. No. 1764, § 8.5, 3-17-87)

Sec. 9-112. - Removal of signs by building inspector.

(a) The building inspector shall cause to be removed any sign that endangers the public safety such as an abandoned, dangerous, or materially, electrically or structurally defective sign or a sign for which no permit has been issued. The building inspector shall prepare a notice which shall describe the sign and specify the violation involved and which shall state that if the sign is not removed or the violation is not corrected within ten (10) days, the sign shall be removed in accordance with the provisions of this section.

(b) All notices mailed by the building inspector shall be sent by certified mail to the address listed on the permit application or last known address of the sign owner. Any time periods provided in this section shall be deemed to commence on the date of the receipt or the return of the unclaimed certified mail.

(c) For all other signs, the notice shall be mailed to the owner of the property on which the sign is located as shown on the last equalized assessment roll. If known, or with reasonable care should be known, the notice shall be mailed to or delivered to the owner of the sign and the occupant of the property. Any person having an interest in the sign or the property may appeal the determination of the building inspector ordering removal or compliance by filing a written notice of appeal with the city zoning board of adjustment within fifteen (15) days after the date of receipt of notice.

(d) In cases of emergency, the building inspector may cause the immediate removal of a dangerous sign without notice. Any sign removed by the building inspector shall become the property of the city and may be disposed of in any manner deemed appropriate by the city. The cost of removal of the sign by the city shall be considered a debt owed to the city by the owner of the sign and the owner of the property, and may be recovered in any appropriate court action by the city or by assessment against the property. The cost of removal shall include any and all incidental expense incurred by the city in connection with sign removal.

(e) Any removal of a conforming or legal nonconforming off-premises outdoor advertising sign pursuant to this section will allow the owner to replace said sign pursuant to the provisions of 9-122.

(Ord. No. 1764, § 8.6, 3-17-87; Ord. No. 2518, § 8, 2-8-07; Ord. No. 2686, § 12, 7-6-10)

Sec. 9-113. - Legal nonconforming signs.

(a) *Notification of nonconformity.* Upon a determination that a sign does not conform to this article, the building inspector shall use reasonable efforts to so notify either personally or in writing the user or owner of the property on which the sign is located of the following:

(1) The signs nonconformity.

(2) Whether the sign is eligible for characterization either as legal nonconforming or unlawful.

(b) *Signs eligible for characterization as "legal nonconforming."* Any sign located within the city limits on the date Ordinance No. 2686 is adopted [July 6, 2010], or located in an area on such date that is thereafter annexed to the city, which does not conform to the provisions of this article, but which was legally erected prior to the date this ordinance is adopted is eligible for a characterization as a "legal nonconforming" sign.

(c) *Loss of legal nonconforming status.* Except when grandfather rights are provided in (d) below, a legal nonconforming designation is lost if:

(1) The sign is altered in any way in structure or copy (except for changeable copy signs and normal maintenance), which tends to or makes the sign less in compliance with the requirements of this article than it was before the alteration.

(2) The sign is relocated to a position making it less in compliance with the requirements of this article.

(3) Changed to another nonconforming sign.

(4) Expanded in width or breath. In such cases where the Mississippi Department of Transportation allows the sign in question to be extended in height to clear existing vegetation, such sign will be permitted to be extended in height to conform to Mississippi Department of Transportation regulations and/or direction. In any event, the sign existing hereunder shall conform to the provisions for outdoor advertising signs specified in subsection 9-91(h)(4).

(5) Re-established after deterioration, damage or destruction of more than fifty (50) percent of the value, or fifty (50) percent of the area of the sign.

(6) On the happening of any of [subsections] (1), (2), (3), (4), or (5) the sign shall be immediately brought into compliance with this article with a new permit secured therefor, or shall be removed.

(d) *Grandfather rights.* Any outdoor advertising sign (billboard) which is legally erected or permitted as of the date Ordinance No. 2686 is adopted [July 6, 2010] shall be "grandfathered" with the registered owner, operator, and/or holder of said sign and allowed to remain in place under the terms of this article providing it maintains its legal nonconforming status in accordance with the provisions of subsection (c) hereof. Further, in

the event a legal conforming and/or legal nonconforming outdoor advertising sign is damaged or destroyed by an act of God or similar force majeure, such sign shall be allowed to be repaired or replaced, upon removal of the applicable damaged sign structure(s), by the registered owner, operator, and/or holder of said sign on the same site providing no change is made which makes the sign less in compliance with this article and without the necessity of removing additional sign structure(s). Should any legal nonconforming sign be required to be moved because of a highway or road widening or other government project, and the sign can be located in approximately the same location but outside the new right-of-way or project boundaries, said relocation shall be allowed, by the registered owner, operator, and/or holder of said sign, but the sign shall continue to maintain its legal conforming and/or legal nonconforming status as applicable.

(Ord. No. 1764, § 9.1, 3-17-87; Ord. No. 1774, § 5, 9-8-87; Ord. No. 2115, § 1, 12-17-97; Ord. No. 2145, § 1, 9-10-98; Ord. No. 2518, § 9, 2-6-07; Ord. No. 2686, § 13, 7-6-10; Ord. No. 2686, 7-6-10)

Sec. 9-114. - Legal nonconforming sign maintenance and repair.

Nothing in sections 9-113 through 9-115 shall relieve the owner or user of a legal nonconforming sign or owner of the property on which the legal nonconforming sign is located from the provisions of this article regarding safety, maintenance or repair of signs; provided, however, that any repainting, cleaning and other normal maintenance or repair of the sign or sign structure shall not modify the sign structure or copy in any way which makes it more nonconforming or the sign may lose it legal nonconforming status.

(Ord. No. 1764, § 9.2, 3-17-87)

Sec. 9-115. - Signs on nonconforming property.

Signs or sign structures which are located on property, the use of which is nonconforming to the district in which such property is located, shall conform to those sign requirements imposed by the district in which such use is located or the sign requirements of the district where such use of property would be first permitted.

(Ord. No. 1764, § 9.3, 3-17-87)

Sec. 9-116. - Subdivision development signs.

The building inspector may issue a special permit for a temporary sign in a zone in connection with the marketing of lots or structures in a subdivision, subject to the following conditions:

(1) *Duration:* Such permits may be issued for a period not to exceed one (1) year. The building inspector may renew such permits for additional periods of up to one (1) year for each permit upon written application at least thirty (30) days prior to its expiration.

(2) *Type of sign:* Signs as used in this section refer to all types of signs except signs exempted under sections 9-105 and 9-106 and those prohibited under sections 9-93 and through 9-100.

(3) *Legend:* The off-site sign may contain advertising in connection with the name of the subdivision, development firm, building, contractor, real estate sales firm, and may refer to materials, appliances, supplies and building trades used in construction of the dwelling units, or services provided by the developer.

(4) *Location:* Any subdivision development sign shall comply with all applicable setback requirements for the zoning district in which the property is located. No such sign shall be permitted to remain in one (1) subdivision or in one (1) sale of lots or structures in another subdivision, or another unit within the same subdivision, without the express permission of the building inspector.

(Ord. No. 1764, § 10.1, 3-17-87)

Sec. 9-117. - Signs for special events.

Temporary signs, not in excess of four (4) square feet in area, may be erected as participation in a public parade, public event or public celebration of a period not to exceed ten (10) days; provided, however, the erection of such sign shall be approved by the building inspector.

(Ord. No. 1764, § 10.2, 3-17-87)

Sec. 9-118. - Special exceptions; on-premises signs.

(a) The intent of this section is to allow certain provisions of this article pertaining to on-premises signs to be modified where such modification will encourage excellence in the planning and design of such signs. Nothing in this article is intended to permit the construction, erection, installation, or maintenance of off-premises and outdoor advertising signs which are prohibited in this article or to permit the construction, erection, installation, or maintenance of on-premises signs which are prohibited in sections 9-93 through 9-100.

(b) In the event that any party wishes to construct or install an on-premises sign other than as permitted in this article, that party shall be entitled to a hearing before the zoning board of adjustment. Governing rules for appeals and variances required by the zoning board of adjustment shall apply as adopted in section VIII, Administration and enforcement, [subsection] (B), Board of adjustment, Gulfport Comprehensive Zoning Ordinance (1501).

(Ord. No. 1764, § 11, 3-17-87; Ord. No. 2686, § 14, 7-6-10)

Cross reference— Zoning, App. A.

Sec. 9-119. - Sign inspector.

(a) *Appointment.* The mayor will appoint the building official or his designated representative to be called the sign inspector to enforce the provisions of this article.

(b) *Duties:* The duties of the sign inspector shall be as follows:

(1) The sign inspector shall examine all applications for permits for erection of signs, authorize the continued use of signs which conform with the requirements of this article, record and file all applications for permits with any accompanying plans and documents, make an annual inspection of all signs in the city and make such reports as the city may require.

(2) If the sign inspector shall find that any sign has been constructed or erected or is being maintained in violation of the provisions of this article, he shall promptly notify the owner or lessor thereof in writing.

(Ord. No. 1764, § 12.1, 3-17-87)

Cross reference— General government, Ch. 1.

Sec. 9-120. - Amendment policy.

(a) *Reason for amendment.* This article is in conformity with the comprehensive zoning ordinance which is based on comprehensive planning studies and is intended to carry out the objective of a sound, stable and desirable environment. It is recognized that casual amendment of this article would be detrimental to the achievement of that objective. It is therefore declared to be the public policy to amend this article only when one (1) or more of the following conditions prevail:

(1) *Error.* There is a manifest error in this article.

(2) *Change in conditions.* Changed or changing conditions in a particular area, or in the city or metropolitan area generally, make an amendment to this article necessary and desirable.

(3) *Article changes.* Amendment of this article not involving a change in the types of signs is necessary.

(b) *Limitation on proposed amendments.* Proposed amendments to effect a change in the types of permitted, prohibited, exempt and special signs shall demonstrate a clear and absolute need for those signs to be permitted in a more restrictive district or classified as such.

(Ord. No. 1774, § 14.1, 9-8-87)

Sec. 9-121. - Amendment procedure.

Proposed amendments to this article shall be considered by the planning commission and by the mayor and city council. It is the function of the planning commission to consider prepared amendments, to collect information relative thereto by investigations or other means, and to conduct public hearings thereon, and to make recommendations to the mayor and city council. The ordinance can be amended only by the mayor and city council.

(1) *Amendment application.* An amendment to this article may be initiated by the mayor and city council on its own motion by the city planning commission. An amendment may also be initiated by any person by filing a written application therefore with the building official. The application for amendment shall contain at least the following:

a. *Interest and ownership.* The applicant's name, address and interest in the application, and the name, address and interest of every person represented by the applicant in the application; the names and addresses of all owners of adjacent property (exclusive of the width of intervening streets, alleys or bodies of water).

b. *Effect of amendment.* A report giving the nature, description and effect of the proposed amendment.

c. *Error.* The error in this article that would be corrected by the proposed amendment, if the intent is to correct an error.

Upon receipt of an application for amendment, properly and completely made out, the building official shall examine the application and shall make such investigation as is necessary. He shall transmit the application, together with his report and recommendations, to the planning commission.

(2) *Planning disposition.* Following receipt of an application from the building official, the planning commission shall hold a preliminary hearing thereon. After such preliminary hearing, the commission shall certify the application for public hearing. The planning commission shall fix a reasonable time for the public hearing and shall give public notice thereof by one (1) publication in a newspaper published or having general circulation in the city, which publication shall be made not less than fifteen (15) days prior to such hearing, as required by law, as well as appropriate notice to the applicant and to the building official. If it deems necessary, the commission may also notify the owners of surrounding property by mail as the names and addresses of such owners have been furnished by the applicant. The commission shall prepare a record of its proceedings for each case, showing the grounds for its recommendation. The record shall be filed in the office of the planning commission and shall be a public record; a certified copy of the records of proceedings shall be transmitted to the mayor and city council.

(3) *Legislative disposition.* The mayor and city council shall examine all such applications, reports and recommendations transmitted to it and shall take such further action as it

deems necessary and desirable to approve, disapprove, modify or remand to the city planning commission for further consideration. The mayor and city council shall restrict the hearing concerning an application to the record as made before the city planning commission.

(Ord. No. 1774, § 14.2, 9-8-87)

Sec. 9-122. - Limitation and regulation of off-premises signs—Cap and replace.

(a) *Purpose.* It is the purpose of this section to prevent the proliferation of off-premises signs in the city and to cap the current number of such signs at no more than existing inventories. In order that the total number of such signs currently located within the city not be increased, no person shall construct an off-premises outdoor advertising sign without first removing other such sign(s) located within the city as expressed in this section.

(b) *Inventory of outdoor advertising signs.* An inventory of all off-premises outdoor advertising sign structures, both conforming and legal nonconforming, shall be maintained by the planning administrator for the city and/or his or her authorized agents. The initial inventory shall reflect the total number of off-premises signs existing as of May 1, 2009. The inventory shall initially be compiled by registration of any and all off-premises signs, both conforming and legal nonconforming, existing as of May 1, 2009. Owners of any such signs will have a period of six (6) months after the effective date of this section to register all such signs for inclusion in the inventory. Any signs not registered on or before said deadline shall not be eligible for replacement under the provisions of this section.

(c) *Cap and replace.* After the effective date of the ordinance adopting and/or revising this section, all off-premises signs erected and/or converted, shall conform to the following:

(1) After said date of enactment and at the time of experiencing a loss and/or removal of any of inventoried off-premises sign, by whatever cause, the owner of said sign shall notify in writing the building official/planning administrator of the city, within 90 days of said loss or removal, showing the location and date of the loss of said billboard. Should there be mass damage by an act of God affecting multiple signs and sign locations, or for other good cause shown, the building official/planning administrator for the city has authority to extend the time period in which to file notice of loss, destruction or removal.

(2) Upon confirmation of loss or removal of an off-premises sign structure by the appropriate official, a credit certificate shall be issued by the building inspections department to the owner of said off-premises outdoor advertising sign structure for each such structure lost or removed. Said certificate shall be issued within fifteen (15) days of notice pertaining to applicable sign owner's loss or removal. The owner of the credit certificate may choose to hold the certificate, redeem it as necessary for a building permit to erect a new static or

digital display billboard structure, redeem it as necessary to convert an existing static display billboard structure to a digital display billboard structure, or convey the certificate to a third party.

(3) Upon confirmation of loss or removal of an off-premises sign structure on U.S. Highway 90 by the appropriate official, four (4) credit certificates shall be issued by the building inspections department to the owner of said off-premises outdoor advertising sign structure. Upon confirmation of loss or removal of an off-premises sign structure on State Route 605, by the appropriate official, two (2) credit certificates shall be issued by the building inspections department to the owner of said off-premises outdoor advertising sign structure. Said certificates shall be issued within fifteen (15) days of written notice pertaining to applicable sign owner's loss or removal. The owner of the credit certificates may choose to hold the certificates, redeem the certificates as necessary for building permits to erect new static or digital display billboard structures, redeem the certificates as necessary to convert an existing static display billboard structure to a digital display billboard structure, or convey the certificates to a third party.

(d) *Generally.* Construction of new, or conversion of existing sign structure(s) to digital display sign structure(s) shall be subject to the following provisions:

(1) A new digital display sign structure shall adhere to those provisions as set forth in section 9-93 and all other provisions of this ordinance pertaining to such sign.

(2) Existing off-premises advertising signs (except for those located in a residential district addressed in section 9-89) may be converted to a digital display sign structure, subject to the provisions of this section, section 9-93 and sections 9-90 and 9-91 as applicable. The conversion of any existing billboard must be permitted by the building inspector.

(3) No off-premises digital display sign face shall be erected or static display sign face converted to an off-premises digital display sign face within three thousand (3,000) feet of any other off-premises digital display sign face facing the same such direction on the same street, highway, or interstate.

(4) In order that the total number of all off-premises outdoor advertising sign structures currently located within the city be decreased, no person shall erect an outdoor advertising sign structure containing digital displays or convert an existing outdoor advertising sign to a digital display sign, without first removing six (6) existing outdoor advertising sign structures. The collective square footage on two (2) of the six (6) existing outdoor advertising sign structures to be removed must be equal to, or greater than, the collective digital display copy area to be erected and/or converted. A sign that is converted shall not count toward the number of sign structures required to be removed in order for the conversion to be permitted. Sign owners/operators may relocate, reconfigure, and/or reinstall one (1) existing digital display sign face per year onto another existing sign

structure without the necessity of removing any sign structures so long as the installation is in conformity with all other aspects of this section, section 9-93 and sections 9-90 and 9-91 as applicable, and the total number of sign structures located on U.S. Highway 49, Pass Road, Airport Road, and Interstate 10 within the city as of the date Ordinance No. 2686 is adopted [July 6, 2010] is not increased as a result. A permit shall be issued prior to relocation.

(5) A permit for the construction and/or erection of a new outdoor advertising sign structure containing digital displays or conversion of an existing static display sign structure to a digital display sign structure may be issued after the permanent removal of or forfeiture of credit for the removal of six (6) outdoor advertising sign structures.

(6) In addition to the subsections above and in order that the total number of all off-premises outdoor advertising sign structures currently located on U.S. Highway 49 and Pass Road not be increased, no person shall erect or convert a static display sign structure to an off-premises digital display sign structure on or within three hundred (300) feet of U.S. Highway 49 or Pass Road without first demonstrating the removal of two (2) existing outdoor advertising sign structures located on or within three hundred (300) feet of U.S. Highway 49, U.S. Highway 90, Highway 605 and/or Pass Road.

(e) *Generally: Construction of new static display sign structure(s).*

(1) A new static display sign shall adhere to all provisions of this chapter pertaining to such sign(s), including, but not limited to, the provisions relating to signs in the particular zoning district the sign is to be located in.

(2) In order that the total number of all off-premises outdoor advertising sign structures currently located within the city not be increased, no person shall construct a static outdoor advertising sign without first removing two (2) existing outdoor advertising sign structures. One (1) of the required two (2) sign structures to be removed shall have a collective copy area equal to or greater than the collective copy area on the static display to be erected. Erection of said sign(s) shall adhere to those provisions outlined in sections 9-90 and 9-91.

(3) Sign owners in possession of at least five (5) or more active credit certificates may erect, relocate, reconfigure, and/or replace as may be necessary up to two (2) static display sign structures per year. For each such sign structure erected, relocated, reconfigured, and/or replaced the sign owner shall remove or forfeit credit for their prior removal of one (1) outdoor advertising sign structure without the necessity of removing any other sign structures so long as the installation is in conformity with this section in all other aspects and sections 9-90 and 9-91, as applicable, and the total number of sign structures located

on U.S. Highway 49, Pass Road, Airport Road, and Interstate 10 within the city as of the date Ordinance No. 2686 is adopted [July 6, 2010] is not increased as a result of said erection, relocation, reconfiguration, and/or replacement.

(4) A permit for the construction and/or erection of a static display sign structure, may be issued after the forfeiture of credit for the removal of two (2) outdoor advertising sign structures.

(5) In addition to the subsections above and in order that the total number of all off-premises outdoor advertising sign structures currently located on U.S. Highway 49, Interstate 10, and Pass Road not be increased, no person shall construct or locate an off-premises static display sign structure on or within three hundred (300) feet of U.S. Highway 49, Interstate 10, or Pass Road without first removing one (1) existing outdoor advertising sign structure on or within three hundred (300) feet of the particular highway or road that the new sign face will be within three hundred (300) feet of or located upon.

(f) *Specific roadways: Construction of or conversion to Digital Display or Static Display sign structure on U.S. Highway 90, U.S. Highway 605, State Route 601, Dedeaux Road, or Airport Road.*

(1) No off-premises outdoor advertising sign/structure shall be constructed/converted or located on or within three hundred (300) feet of either U.S. Highway 90, State Route 605, or State Route 601 (Canal Road—Port Connector).

(2) The total number of all off-premises outdoor advertising sign structures on Airport Road within the city shall not exceed four (4); furthermore, the total number of digital displays located on off-premises outdoor advertising signs on Airport Road shall not exceed two (2) at any given time.

(3) The number of all off-premises outdoor advertising sign structures on Dedeaux Road shall not exceed thirteen (13); furthermore, the total number of digital displays located on off-premises outdoor advertising signs on Dedeaux Road shall not exceed four (4) at any given time.

(g) *Effect of annexation.* In the event the city expands by annexation, the total number of off-premises signs permitted within the city shall be increased in an amount equal to the total number of existing off-premises signs located in the annexed area at the time of annexation.

DIAGRAM A

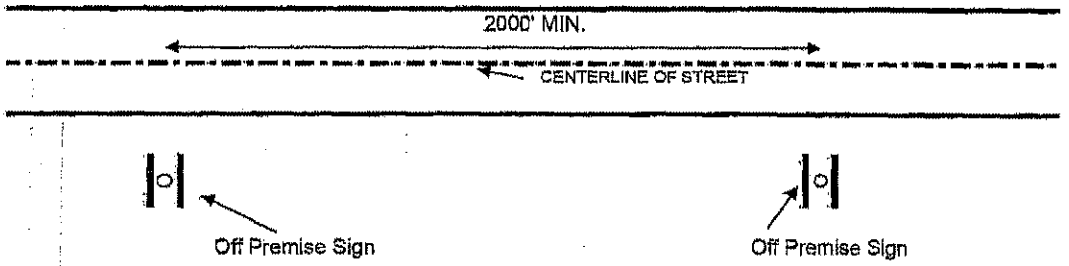


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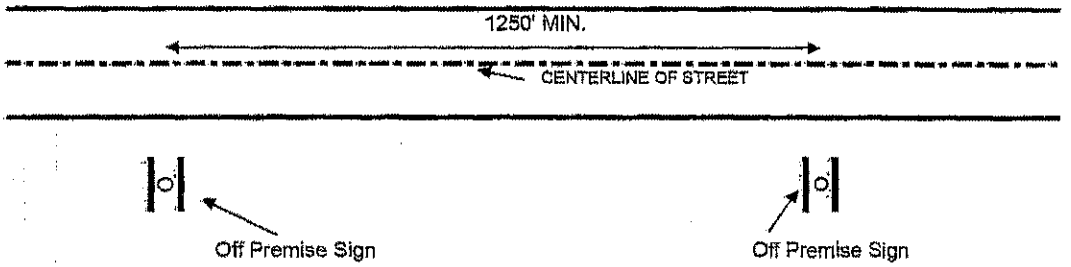


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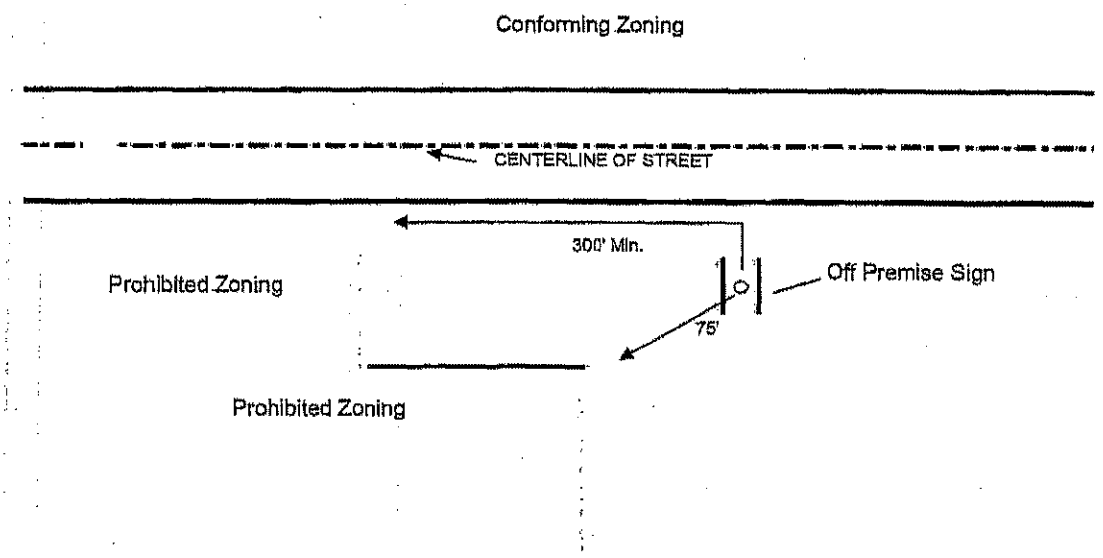


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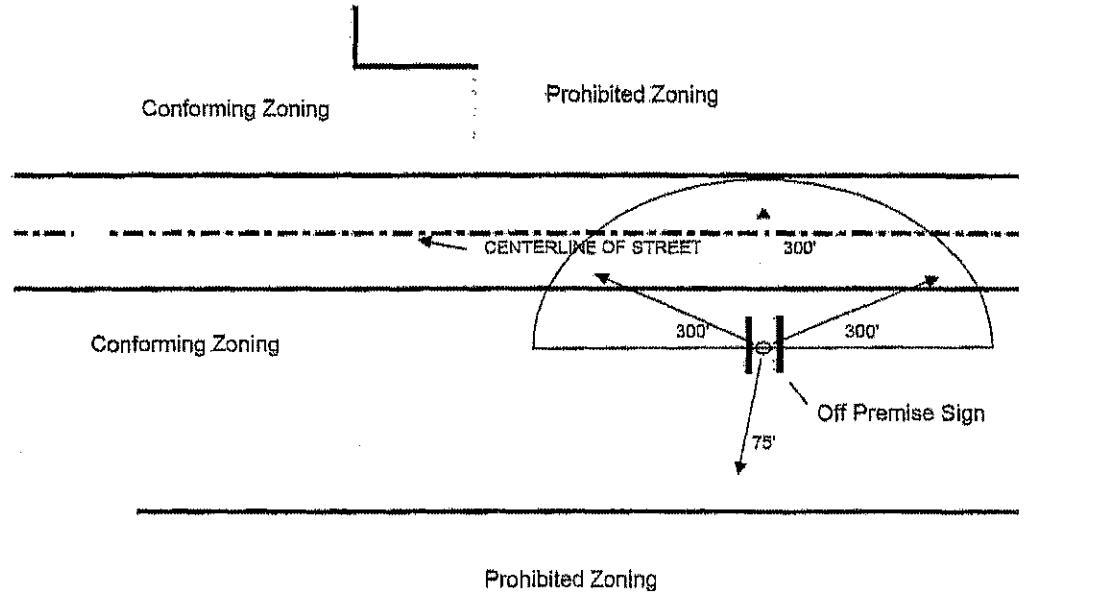
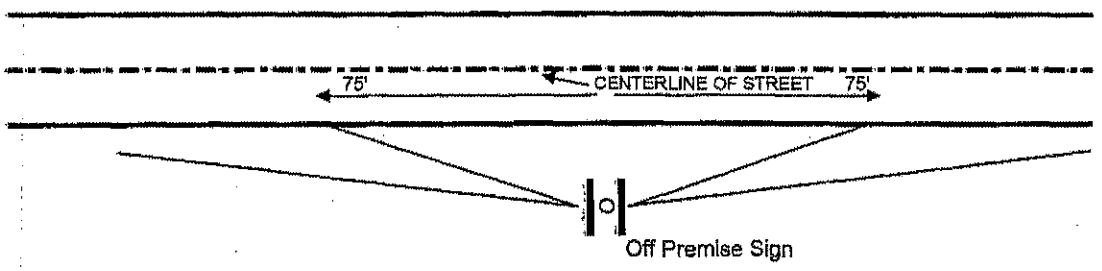


DIAGRAM E



(Ord. No. 2686, § 15, 7-6-10)

‹ Sec. 8-162. - Preparation, adoption and filing of plat.

Chapter 10 - PUBLIC SAFETY ›



Meetings:

On June 14, 2021, we met at Planning with city officials.

On June 29, 2021, we closed on property.

On October 25, 2021, a neighborhood meeting was held at the clubhouse with invitations going to all residents and owners on Southern Circle, Mockingbird Lane, and Venetian Gardens standing room only.

On November 17, there was a meeting with Greg Pietrangelo at Planning.

On December 3, 2021, there was another meeting with the City at Planning with all department heads and Kris Riemann and Dennis Stieffel.

On February 25, 2022, there was a meeting at Golf Club Clubhouse with Kris Riemann, Dennis Stieffel, Jim Holt, Golf Club board members and golf course maintenance personnel.

On March 9, 2022, there was a meeting at Golf Club Clubhouse with Kris Riemann, Dennis Stieffel, Jim Holt and MDOT.

On May 2, 2022, General Plan Application and construction plans were submitted to City.

On May 25, 2022, there was a meeting with the mayor and city officials at which requests for expanding a park and other suggestions were implemented.

On June 2, 2022, there was a meeting with the mayor, 3 councilmen, department heads, and engineers.

On June 15, 2022, there was another neighborhood meeting at the Clubhouse with residents of Southern Circle, Mockingbird Lane, and Venetian Gardens standing room only.

In July 2021, we entered into an agreement with the Golf Club to allow the golf club to continue to use the course until April 30, 2022 and then allow them to use the back 9 for the next two years. As it turned out, it was not financially feasible for the golf club to use the back 9 for that period oftime.


EXHIBIT C
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126

Community Input Regarding General Plan 2207PC126

For

The City of Gulfport Planning Commission Meeting on June 23, 2022

Submitted by: Committee for Responsible Development of the Great Southern Property, and Residents of the Neighborhoods that Surround the Proposed Development (Petitions)

6/23/2022

MEMORANDUM TO: THE GULFPORT PLANNING COMMISSION

SUBJECT: Community Input Regarding General Plan 2207PC126

FROM: Committee for Responsible Development of the Great Southern Property, and Residents of the Neighborhoods that Surround the Proposed Development (Petitions) 6/23/2022

INTRODUCTION

How many homes to build? On the one hand, more houses mean more tax revenue for the city and provide decent homes for growing families in a great location. Change is often good – more people, more economic activity, more taxes of all kinds. Great! Just have the builder plug his plan into the computer and then it spits out a yes or no for compliance with the building codes. The developer doesn't need a planning commission, just a computer program. Everyone can just go home and avoid long and tiring meetings.

A computer, however, cannot make judgments about what impact development plans have on the existing community. That is why good citizens like the members of the planning commission make judgments about the proposed plans beyond simply adhering to the existing building codes that do not necessarily cover all contingencies.

Mr. Thames said last Wednesday that the residents are afraid of change, and that is why so much opposition has been raised. He could not be more wrong. None of the citizens who oppose this plan are afraid of change. Why they are angry is that this plan will produce problems that will negatively impact the quality of their lives, the values of their property, and their safety. Further, in two meetings the developer held with the community, residents have grown less trusting of statements and answers/non-answers to questions about the planned development.

The neighbors near the golf course support development, but the current plan is not the right plan. It does not provide a traffic impact plan, a believable water flow plan, and a thorough toxic chemical study. It does not adequately address environmental issues like the loss of protected trees, wildlife and their habitats. It does not provide a density plan that even remotely resembles the existing neighborhoods, and which will drastically and unnecessarily change the entire character of the three surrounding neighborhoods.

This development is not being built on the edge of the city, or on wide open new ground, or in a former forest. It is being built on 50 acres that comprise the front nine holes of the golf course adjacent to three historic neighborhoods that all qualify as historic by the National Register of Historic Places. The Great Southern Golf Course itself, as the oldest golf course

in Mississippi, also should have been placed on the National Register of Historic Places and saved for posterity.

Five critical questions need to be asked and answered thoroughly and honestly. This project should not be approved by the planning commission until comprehensive studies and reports are issued on these areas of concern elaborated upon below and transparently reported to all the existing neighbors.

(1) TRAFFIC & SCHOOLS IMPACT

If 177 homes are added to a 50-acre area serviced by one road (in this case the service drive), the impact of an average of two cars per home adds 354 cars entering and exiting one exit onto the service drive per day. How much money will it cost to fix the new problems and over what period of time will the fixes disrupt the lives of people living in the area? Residents have not seen an impact study, nor the solutions. Nor has Tom King, the head of MDOT that owns the service drive, who stated this week that no plans have yet been submitted to MDOT engineers. Commissioner King said this project will not get permits until that traffic impact assessment is submitted, reviewed, and approved. Any assessment of traffic must include visibility for exiting onto the service drive, the speed of vehicles traveling along the service drive, the potential for wrecks when vehicles exit onto the service drive, and the accessibility of ambulances. And if the plan is not thorough, accurate and complete, permits will not be granted.

In general, a developer cannot develop an area, then walk away and leave the community to pay for fixing the traffic problems left behind. There are volumes of state and federal court decisions on this subject, nearly all of which legally confirm this principle. The planning commission must assess the impact and define the solutions. And the developer whose developments threaten the safety of vehicular travelers should finance and build the solutions as part of the plan, not the taxpayers. This project should not be approved until traffic impact and potential dangers are completely investigated.

The young children of the new residents of 177 new homes will attend the Anniston Elementary School which is already overcrowded. A report on the number of children per teacher (and aides for grades one through three) should be issued to assure that the school complies with the State Department of Education mandates. The taxpayers of Gulfport will have to pay for the addition of eight new classrooms; the beneficiary of these tax dollars will be Arbor Sites. An MDOT assessment must include a study of the traffic impact upon Anniston Avenue and Collins Street where the overflow traffic of parents in stagnant lines leaving and picking up their children from school already occupies half of those two streets, forcing the one lane left for cars moving in opposite directions to navigate without the aid of policemen or civil traffic directors.

(2) WATER FLOW

What happens to all the rapidly flowing water during torrential downpours, when dozens of trees (that absorb water and prevent erosion), two lakes, and five drainage ditches are eliminated? Leveling out all the lower areas that hold, slow, and redirect runoff water may create additional flooding along the boundary areas. We have seen the charts and all the new pipes and basins but have not seen any performance studies of how the system will perform under the deluge conditions we frequently experience along the Gulf coast. It is a great concern that a theoretical engineering solution has not been thoroughly tested against the water loads that occur from time to time, or under extreme conditions such as hurricanes.

Every resident around this course can tell stories about the weather and flooding from the runoffs. Last winter, 15 inches of rain fell in two days. The golf course lakes overflowed, all the low areas flooded, the ditches and drainage pipes were raging rivers, and the overflow flooded yards and streets in the surrounding neighborhoods. It took three days for all the water to flow away. During hurricanes, more than 15 inches of rain can fall in one day.

Without the old trees, ditches and lakes, the new system of pipes may not catch all the water that will be moving from roofs, gutters and yards that will not flow into the streets and down the drains but will flow to the back of the new lots and down the slopes into the neighborhoods. Also, the plan must not overload the old neighborhood system, which remains in place and frequently fails to prevent flooding in the San Marco, Magnolia Manor, and Country Club Estates subdivisions. These concerns with current and future flooding must be studied further. This project should not be approved until independent studies are available for review by the builder and the neighbors.

(3) TOXIC CHEMICAL HAZZARDS

The golf course has been in existence since 1908; that is 114 years of continuously applying some of the most dangerous chemicals known to man on this property, chemicals that are now banned. Some of those chemicals accumulated in the soil at the clay level, which is 3 to 10 feet below the surface. Many of these chemicals require very long half-lives to break down. Many of the broken-down chemicals are as dangerous as the original chemicals because they contain mercury, lead, arsenic, a long list of chlorine compounds, and many other toxic chemicals. These chemicals are very effective on grass, weeds and bugs, but very toxic to humans and wildlife. From 1908 to the creation of the EPA in 1970, virtually no restrictions were placed on golf course superintendents as to what they could use to get the desired results of beautiful and functional fairways and greens populated by green grass and healthy trees and shrubs. An array of chemicals that are now banned by the federal government and currently enforced with criminal penalties were used for decades. Some of those chemicals are likely still in the ground. The developer plans to level 50 acres suitable for building a housing development with a bulldozer, releasing these toxics into the air the neighbors breathe and into the local water from runoff.

The Great Southern Golf Course superintendent for the last ten years, Alan Thomasson, knows more about this property than anyone on the planet. His reaction to hearing that the developer was going to dig up the entire property was "Don't do it." He is out of town for a funeral this week and cannot attend the 6/23/2022 meeting with the planning commission, but he has authorized this statement to be shared with the planning commission in his absence: "My firm belief is that you should not overturn the deep soil out there without thorough pre-testing." His recommendation is sound, as disturbing this soil without proper analysis also puts the workers for the developers at risk.

Given the clear maintenance history of this golf course, would it not be the wisest and safest course to investigate first? If there is even a small chance that these chemicals still pose a threat, the commission should err on the side of caution to prevent harm and the potential lawsuits from citizens whose health may be lethally impacted.

(4) TREES AND WILDLIFE

The developer's plan calls for clear cutting almost all of the trees along the boundary line of the development. To his credit Mr. Thames agreed to save a number of historic trees and has incorporated them into his plans. However, in several places trees that are very close to the boundary are going to be cut down. There are two historic and beautiful protected southern magnolias on the boundary in new lots 21-23. These are spectacular trees that hold the soil and absorb massive amounts of water and help lower the runoff into the back yards of adjacent homes. They provide habitat for numerous birds including blue herons, and shade and wind protection for the nearby residents. They are important to the sense of the area's history and the residents' well-being. They should be saved.

City arborists should review and approve the cutting of every significant tree along the boundary to prevent this terrible loss. These trees have survived dozens of hurricanes over the centuries and deserve to survive. Additionally, the preservation of trees will enhance the esthetics of the development and make it more appealing to potential buyers.

(5) DENSITY

To many residents, the density plan looks excessive: Cram the most homes possible into the available space to make the most bucks. But that is not responsible development. A balance needs to be struck among the key players—the city, developer, and residents.

Some existing homes in this development will have three to four and a half new homes built on their back property lines, along with just an eight-foot offset. How is this reasonable? Density per acre will be as high as around six homes per acre versus the current average of around three per acre. Below are some facts about the density of the surrounding neighborhoods compared to the proposed density of the Arbor development plan.

Existing Front Beach Home along the 1.2-mile Service Drive	**9 houses**
Existing Vacant Service Drive Lots	**13 zoned R-1 Residential**
	2 vacant lots zoned commercial
	19.95 undeveloped acres
VENETIAN GARDENS (SAN MARCO NEIGHBORHOOD)	
Existing houses	**40 homes (3 unoccupied)**
Homes immediately adjacent to the golf course	**7**
Vacant lots (various sizes)	**3**
SOUTHERN CIRCLE (COUNTRY CLUB ESTATES)	
Existing houses	**40**
Houses immediately adjacent to the golf course	**10**
MOCKINGBIRD LANE (MAGNOLIA SUBDIVISION)	
Existing houses	**16**
Houses immediately adjacent to the golf course	**9**
Vacant lots	**3**

Observations: The total number of houses in three neighborhoods and along the entire service drive is 105 houses. Compare this number to 177 houses Arbor proposes to build on the front nine holes of the golf course. The proposed density of the golf course development far exceeds that of the surrounding neighborhoods; the Arbor development is 59% denser. The Arbor density plan certainly is not in keeping with the surrounding neighborhoods.

But higher density is not the total story about Arbor's failure to conform with the existing neighborhoods. Every single home in the existing neighborhoods is unique in floor plan, exterior façade, and landscaping. Arbor's plan to use 10 floor plans on 177 houses is also totally out of character with the existing homes in adjacent neighborhoods.

The lots sizes of the existing houses in the adjacent neighborhoods are also extremely varied. The lot sizes of existing homes facing the beach front are far wider than the 80-foot lots for nine houses facing the beach that Arbor proposes. Additionally, none of the existing beach front houses are three-stories high. The image of the Arbor beach-front homes will be one of crowded and excessively high structures that in no way comport with the structures and heights of existing homes along the service drive.

Excessive density for the Arbor development is the major factor in creating all the other issues previously described (excessive traffic onto a two-lane service drive, a crowded area

school and its attendant traffic issues that already exist, water shed and flow and drainage, loss of trees and wildlife, and failure to conform to the existing neighborhoods in character and aesthetics.) Only the issue of the release of toxic chemicals into the air and water is not related to the impact of excessive density. The service drive is also currently the site of the Armed Forces Home, the two high-rises of the Legacy Condos and the apartments (called villas) behind those condos that also exit onto the 1.2-mile service that extends from the traffic signal at DeBuys Road to the west exit onto Highway 90. When the existing vacant residential lots are built upon and the nearly twenty acres belonging to William Carey University are developed and the two commercial lots on the east end of the service drive are developed, the traffic on the service drive will be unmanageable. The three neighborhoods named in this assessment (Southern Circle, Venetian Gardens, and Mockingbird Lane) have no way to exit their neighborhoods except by using the service drive.

The Gulfport Planning Commission is tasked with taking the long view of this area's development and its limited infrastructure with no plans to change it. The service drive communities are boxed in between Highway 90 and the railroad tracks that cannot be moved. In essence the three existing neighborhoods, the new Arbor neighborhood, the residents of the Armed Forces Home, the residents and visitors who rent at the Legacy development, and the beach-front residents are all captives of the service drive's limitations to provide safe emergency egress and ingress.

CONCLUSION

There are simple solutions to all of these problems that a majority of the community would support.

Table approval of the application until thorough and transparent studies of the five issues of concern are complete. Independent Agencies recommended to conduct such studies are the MDOT engineers, the U. S. Geological Survey Agency, the Environmental Protection Agency, the Planning Commission's comparative examination of lot sizes per home in the Adjacent neighborhoods versus the lot sizes per home Arbor proposes, the Bureau of Land Management, independent engineers who study drainage and flooding problems in communities, and maybe the Audubon Society.

Lower the density to less than 100 homes. Build bigger homes and sell them at higher prices to balance profits for the developer and taxes for the city.

Save the historic trees along the boundary line between the Arbor development and the existing neighborhoods.

Increase the offset to 25 feet between new homes and property lines of existing homes. Save all boundary trees. Fence in the development to protect existing neighborhoods from

trespassing. The Arbor development will have a HOA (Home Owner's Association) with annual dues of $1000, and such dues can fund fencing. Provide information about the exact number of parking spaces within the development for visitors to prevent street parking.

Preserve the pond around hole #3, an important habitat for migrating and local water birds, and other small wildlife. These preservation steps would also mitigate water flow and provide some insurance against deluge-driven system overload.

Follow EPA recommendations about safe depths for soil disturbance. Bring in new soil to level the construction site. Provide the existing residents with a traffic flow plan to prove safe use of the service drive when large trucks are present going to and from the Arbor construction site.

When the city works with the existing R-I residents and new future developers of any currently unoccupied land to control density along a service drive with limited traffic capacity, the results will increase safety for everyone in these subdivisions.

The Committee Members who prepared this letter did not have the time to engage the services of outside professional engineers and specialists. However, the information presented in this letter is more than sufficient to provide overwhelming evidence of the seriousness of these concerns and to convince the Planning Commission to mandate the ideas for solutions stated in this letter. While members of this committee are happy to contact the suggested agencies that should conduct studies and provide the reports needed to make sound decisions about the impact of the Arbor development of the golf course on its existing neighbors, it is ultimately the responsibility of the Planning Commission not to approve a development before all the pertinent facts and evidence are gathered. Please let the committee chair, or any affected resident know how the Committee can help the Commission gather the evidence it requires for its deliberations.

Thank you for your consideration for these ideas.

Committee for Responsible Development of the Great Southern Property



Committee Chair: COL (Ret.), Dr. Michael C. Ryan (7 Mockingbird Lane, 228-604-1526 mcrkmr@aol.com)

Committee Members: Dr. Shirley Godsey (Venetian Gardens), Mrs. Carolyn Miller (Front Beach), Mrs. Ann Leslie (Southern Circle), Mrs. Kerry Ryan (Mockingbird Lane), COL (Ret.) Ken Kroupa (At Large)

Resident Petitions Signatures, Names and Addresses: Attached

Consulting Attorney: Mr. John McDonnell

Note about the petitions: Every single person approached in three subdivisions and in the homes fronting the beach enthusiastically signed the attached petitions. Homes where no one signed the petition fall into these categories: (1) Residents whose names are not on the petitions were not at home when the neighborhoods were canvased. (2) Some families own more than one home in a neighborhood but signed for a single address. (3) Some unoccupied homes are owned by absentee heirs, in the process of being restored, or under new construction. These statements can be verified by the petition workers who are willing to testify to the veracity of these statements to the planning commission. Conclusion: The community's dissatisfaction with the Arbor's existing plan for developing the golf course is universal.

PETITION TO THE GULFPORT PLANNING COMMISSION REGARDING PROPOSED PLANS TO DEVELOP THE GREAT SOUTHERN SUBDIVISION (CASE#2207PC126)

We, the undersigned residents of neighborhoods surrounding the Great Southern Golf Course, **petition the Planning Commission to table** approval **of the proposed residential development** plan for the Golf Course purchased by **Arbor Property** until the following major issues are studied by the appropriate agencies and formal reports are issued: (1) Traffic (MDOT engineers); (2) Dangerous Chemical Contamination (EPA); (3) Density: failure of lot sizes to conform with the surrounding neighborhoods, impact on district schools, and adequate parking for HOA residential guests; (Gulfport Fire Department, Area Plat Surveys, Gulfport School System); (4) Water Shed and Flow (U. S. Geological Survey); and (5) Preservation of Wildlife and Protected Trees (Bureau of Land Management/Gulfport Tree Ordinances). **We do not oppose reasonable and proper development, but we do strongly oppose the current plan. The city and developer must do more** predevelopment studies, issue reports, and be fully transparent to the surrounding neighbors.

NAME	ADDRESS
ANN G. Leslie	323 So. CR.
[illegible]	333 Southern Cir.
[illegible]	333 Southern Circle
Emma Cayell	331 Southern Circle
[illegible]	334 Southern Circle
[illegible]	338 Southern Circle
[illegible]	339 Southern Circle
[illegible] Radig	336 Southern Circle
Anne Rango	336 Southern Circle
[illegible]	288 Southern Circle
[illegible]	304 Southern Circle
[illegible]	251 Southern Circle
[illegible]	247 Southern CR
Jennifer Brandy	239 Southern Cir
Betty Sanders	244 Southern Circle
[illegible]	258 Southern Cir

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NAME	ADDRESS
ADAC BERG Giron	264 SOUTHERN CIR
Renae Giron	264 Southern Circle
Edward Boggs	225 Southern Circle
Mala Jones	225 Southern Circle
[illegible]	220 Southern Circle
[illegible]	211 Southern Cir.
Caitlin P. Weatherby	140 Southern Circle
Christie Senger	360 Southern Circle
Janis Anderson	350 Southern Cir.
[illegible]	304 Southern Cr.
Kathryn Abernathy	282 Southern Circle

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NAME	ADDRESS
Michael O. Schmatzel Jr.	3 Mockingbird Lane
MONICA MUÑOZ-NAJAR WENSJOE	3 MOCKINGBIRD LANE
Doug Cruthirds	5 Mockingbird Ln.
	5 mockingbird Ln
DEBORAH JONES	9 Mockingbird LANE
	8 Mockingbird Lane
Larry Horton	Larry Horton 10 mocking Bird
	ELLIS D. HILL 8 MOCKINGBIRD
Fredrick M. Wagner	12 Mockingbird Lane
Patsye Nard	12 mockingbird Lane
Patricia K. Carlson	13 Mockingbird Lane, G'Port
Carolyn M Miller	11 Mockingbird Lane, Gpt, Ms
	19 mockingbird Ln. Gpt. Ms.
	18 MOCKINGBIRD LN. GPT. MS.
	" " " "
Phyllis Sutton	2668 Beach BLVD

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NAME		ADDRESS
Beth Kroupa	Beth Kroupa	6 Mockingbird LN
Ken Kroupa	Ken Kroupa	6 Mockingbird LN
Rita Horton		10 Mockingbird
Kerrick Ryan	Kerrick M. Ryan	7 Mockingbird Ln.
Michael C. Ryan	Michael C Ryan	7 Mockingbird Ln
Claire Tindell	Claire Tindell	20 Mockingbird
Sean Tindell	Sean Tindell	20 Mockingbird
HOLLY CHAVVIN	Holly Chavvin	4 MOCKINGBIRD LANE
Ronald DeWayne Greene	R D Greene	4 Mockingbird Lane

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NAME	ADDRESS
Shirley M. Godsey	123 Venetian Gardens, Gulfport
Lisa Kornegay-Bradley	135 Venetian Gdns, Gulfport 39507
George & Lisi Gorman	140 Venetian Gdns Gulfport 39507
Janice Walters	157 Venetian Gdn Gulfport MS 39507
Phyllis M. Smith	161 Venetian Gdns. Gulfport MS 39507
Dennis Mock	210 Venetian Gdns. Gulfport 39507
Sandy Preston	210 Venetian Gdns Gulfport 39507
[illegible]	219 Venetian Gardens Gulfport 39507
[illegible]	230 Venetian Gardens
[illegible]	293 Venetian Gardens
[illegible]	310 Venetian Gardens, GPT
[illegible]	310 Venetian Gardens, GPT
Stephen C. Black	296 Venetian Gardens, GPT
Courtney Millet	2200 Beach Dr. Gulfport, MS 39507
[illegible]	2200 Beach Dr. Gulfport, MS 39507

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NAME	ADDRESS
Donnell Carter	223 V.G. Gulfport 39507
John & Carol Jordan & Ross	232 Venetian Gardens
Daniel Campbell	234 Venetian Gardens
Regan Brekmo	240 Venetian Gardens
Lorie J Bailey	245/260 Venetian Gdns
Sandra Chester	245 Venetian Gdns
	210 Venetian Gdns
Angela Graves	255 Venetian Gardens
Cicilia Pappas	288 Venetian Gardens
Jay & Eileen Crowley	290 Venetian Gardens
Cheryl N. Lovelace	318 Venetian Gdns
Robert Lovelace	14 Mockingbird Lane
Janet & Lovelace III	14 Mockingbird Lane
John W Gibson	3444 Greenwood Rd.
	125 Venetian Gardens

PETITION TO THE GULFPORT PLANNING COMMISSION REGARDING PROPOSED PLANS TO DEVELOP THE GREAT SOUTHERN SUBDIVISION (CASE#2207PC126)

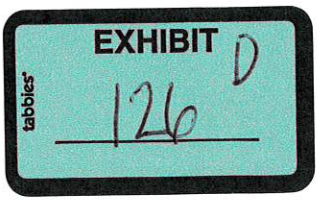
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NAME	ADDRESS
Carol McDaniel	1830 Beach Dr
Lee McDaniel	"
Douglas	1828 Beach Dr
Crystal Douglas	1828 " "
[illegible]	1804

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NAME	ADDRESS
Stephen R. Graber	2404 Greenview Dr. Gulfport MS 39507
Mary Graber	2404 Greenview Dr. 39507
Patti Ford	2400 Greenview Dr. 39507
[illegible]	2400 Greenview DR 39507
Jeanette D. Corbett	2425 Champion Green Dr. 39507
[illegible]	2425 Champion Grn 39507
Gray Caver	2421 Champion Green, Gulfport MS 39507
Cindy R Caver	2421 Champion Green Gpt, MS 39507
[illegible]	2429 Champion Green Gpt MS 395[illegible]
Candace Manning	2459 Champion Green Gpt 3950[illegible]
Priscilla Bacon	1405 Champion Green Apt. 39507
[illegible]	2401 Greenview Dr, Gulfport, MS 39507
[illegible]	2401 Greenview Drive Gulfport 39507
Natalie Breland	2402 Greenview Dr. Gulfport 39507
Gary Foote	2408 Greenview Dr. Gpt 39507
[illegible]	2412 Greenview Dr Gpt. 39507
[illegible]	BARAZEN DR
Harriett Baker	Barazen Dr.
[illegible]	602 BARAZEN DR
[illegible]	618 BARAZEN DR



336 Southern Circle
Gulfport, MS 39507
June 16, 2022

Urban Development Planning Division
PO Box 1780
Gulfport, MS 39502
planners@gulfport-ms.gov

Dear Planning Commission:

I will not be able to attend your meeting with Arbor Sites on June 23, 2022; however, I would like to share my thoughts with you regarding the development of the Great Southern Golf Course.

My concerns include:

1. Increased traffic to the frontage road. They would like to build 177 homes which will increase the traffic on the frontage road by about 354 cars if each home only has two vehicles. But since it is a "family" neighborhood, with young drivers this number could be significantly higher. I humbly request a "car count" study be performed. Last night Arbor Sites said a "traffic study" was done but they could not give us any particulars regarding this study. Also, I never crossed anything in the road that is usually there to do a car count so I do not believe this has been done. A neighbor said she called MDOT to inquire about this study, and told us that MDOT does NOT have a traffic study submitted by Arbor Sites. I, along with most if not all my neighbors, do not feel the frontage road can handle this additional number of vehicles.

2. At the October meeting, Arbor Sites told us that the Fire Department requires them to connect their road to Southern Circle. I spoke with the fire Chief and was told: a) Two roads are required but the property is wide enough to have a road on each side of the development; b) if they do not want a second road, they can install sprinkler systems in each house; c) they do not have to connect to Southern Circle. One reason I purchased my home on Southern Circle is that there would be limited traffic. There are young children in our neighborhood and connecting to a development with 177 homes and potentially 354 additional vehicles, will increase the number of cars that drive on Southern Circle. Arbor Sites said that the connection would only be available to fire trucks, but I have never heard of this before and doubt its credibility since they have already lied about several things. I ***strongly*** oppose the connection to Southern Circle.

3. The drainage system they intend to install in the development seems like it is the cheapest system instead of one that would be efficient. I am not an engineer, but my neighbor is and specializes in this area and he is very concerned. I am asking that they not be allowed to take the cheap way out which could cause severe problems for the new development and the

surrounding neighborhoods and the city or MDOT who will probably have to resolve any issues.

4. The increase of families in this development will also increase the number of children in this school district. Arbor Sites said they are communicating with Anniston Elementary, however, I don't trust anything they say because they have proven themselves to be liars when speaking with us. I do, however, travel on Anniston Road and see how many cars are waiting to pick up their children from school in the afternoon. The thought of that increasing even by a little bit is scary. Where will the additional cars wait? I'm not sure Anniston Road is long enough to accommodate an increase of even a small amount. With the "family" homes they are planning, that number could be very large. Please address this issue.

5. Last night Arbor Sites said that they revised their original plans to keep more oak trees. I would like to know why they are allowed to remove any living oak tree to build a house? They are protected trees. I am very allergic to oak trees and I am not allowed to remove the two in my yard because of my allergies. They should not be allowed to remove any trees to build a house. The property was a golf course – how many trees could possibly be on a golf course?

Thank you for your time and for hearing my concerns.

Sincerely,

Pamela A Radix

Urban Development Planning Division
Meeting at Gulfport City Hall
2309 15th Street
Gulfport, MS

EXHIBIT E
126

Finance Director
Law School Wash U

Great Southern Golf Course Development

→ Intro - Developer in STI 2004 - 2012 Urban Redevelopment over 65 properties # 445 units, so I know a little bit about development

1. **I am not here to protest the redevelopment of Great Southern Golf Course. These owners have legally purchased private property, and can build according to the city, county, and state laws.**
2. **I live on Southern Circle, with my wife and my 5 and 3 year old, adjacent to the golf course, I've played on for 5 years. As disappointed as I am this Historic 1908 golf course, part of the PGA tour prior to airline travel, where Sam Snead among others played, I understand the current ownership could not maintain a viable course. They were legally foreclosed on, and this Development group has purchased it. It is their right to build homes, if they find it economically viable.**
3. **I have the following concerns, some may have been addressed before I have been able to speak.**

   a. **The proposed Development has 177 homes. The average home will have 2.5 cars, or 442 cars, exiting onto a MDOT controlled Frontage Road that has 2 lanes.**
   b. **This road has 3 realistic ways of exit onto either MDOT (Ste. Rte. 90) controlled, or Harrison County/Gulfport City controlled (Anniston St to the West, or DeBuys to the East.**
   c. **There are 40 homes in the Southern Circle Subdivision, appx 20 homes on the Mockingbird Subdivision, and appx 40 homes on the Venetian Drive Subdivision. Roughly 100 homes. There is also a Condominium Complex, the Legacy Condominiums Tower (218 units), and the Legacy Condominium Villas (151), totaling 369 units that access this road. There is also a Veterans Home housing an unknown amount of residents that drive, and about 5 single family homes along this Frontage Road. Call it 475 residential units. This development is a 37% increase.**

   2 S.C (80)
   → 1 Mocking (17)
   22 lots

   Roughly same Acreage (Besides Clubhouse/Pool)

   d. **This Frontage road not only is narrow, but because of the diameter of the Oak trees, curbs have been narrowed to accommodate their size.**
   e. **There is a traffic light, if heading east, that is a 3-way light (90, DeBuys, and Frontage). The appx light timing is**
      a. **3-5 minutes 90**
      b. **30-45 seconds DeBuys**

c. 20-30 seconds Frontage

f. On Anniston, to the west, at School Pickup and Dropoff, the lines of cars making 2-way traffic impossible, without waiting, are up to 30-40 cars picking up their children in the AM (work leave time) and afternoon (school exit).

g. And a 1 lane short exit onto 90 at the end of this frontage only going west.

I do not believe that this Development Group has performed an study, as required by MDOT, per Cate Jones, who works under Kelly Castleberry, as the Harrison County Traffic Engineer. I was told there is NO application, nor private traffic study (as required) that has been submitted, to support a doubling of the traffic on this Frontage road. This was verified as of today at 2 PM CST.

It is my understanding that any development, with egress onto an MDOT operated road, requires a private study, to be analyzed by MDOT, and they then decide whether:

- Traffic Lights are needed for entry
- A Turning Lane is needed for entry (no room)
- The walking sidewalks are wide enough for walking traffic – which currently are appx 2.5 ft wide, on only the north side, and narrow to 18" where gutters are in place. Completely inadequate for walking traffic of an additional 344+ residents looking to walk to a traffic light, to walk the Beach.

4. This development plan contains lots that have no ability to put in a pool, so the developer has contained a pool as a common amenity. The pool appears to possibly handle 50 people. This is a sham, for the potential buyers, whom would have to drive to the pool given the distance, and have no room for their own pool.

5. This developer has claimed that semi-truck traffic will not impact the traffic during the 2-3 year construction period. We recently had a ONE home built at the entrance to Southern Circle. This has been 3 months of lumber, concrete, hardi-board, cinder-block, and other assorted trucks parking to unload, causing single lane traffic back-ups. Imagine 377 homes.

6. **This developer has said that the proposed 'emergency use' only option is to use Southern Circle for Fire, Ambulance, and Police for every instance needed on 177 homes. I have kids learning to ride bikes and scooters, people walking dogs, and sirens flying up our street when they could easily build a 2nd exit (forgetting traffic count) along the Easternmost boundary of the property, is simply absurd.**

7. **This developer has claimed that no earth moving will be done, yet, every green is elevated, and the front 9 contain 2 large ponds, and a flood surface after a rain between the old hole 2 and 8, which will obviously need fill.**

8. **These ponds contain wildlife of Turtles, Fish, Muskrats, and various birds that I'll let an environmental expert speak on. Where will they go after displacement?**

9. **This developer, verbatim, answered a question of what chemicals were in the fertilizer from 1908 – 2022, with, "we spoke with a former board member for 15 years, and he says 'There were never arsenic or other chemicals used on this property. This board member is not 114 years old, and the fact a Phase I environmental study has not been performed to identify the chemicals in the soil while they move dirt, is unacceptable.**

I would like to see this development be larger lots, less density, 2 of their OWN entrances, vs. a "2 lane entry", an environmental study of the soil, an MDOT traffic approval before I can support the current development plan.

I hope that this can be resolved by the developer realizing that with this proximity to the Beach, a much more lucrative project would involve larger lots, larger houses, and giving up 3 feet of their frontage to tear down the concrete wall and make a workable walking path along the frontage road.

Thank you for your time.

Benjamin & Kelly Simms, 211 Southern Circle, Gulfport, MS 39507


EXHIBIT F
126
tabbies
STOP
264 souhern Circle



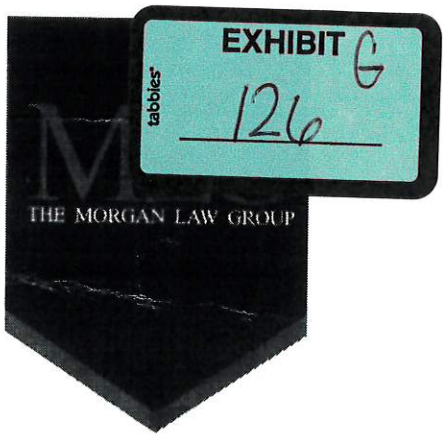

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June 22, 2022

Keith Williams
Chairman City of Gulfport
Planning Commission
via email to kwilliams@mpeng.us with copy to City Clerk Rashida Bell@gulfport-ms.gov
and City Planning Director Greg Holmes gholmes@gulfport-ms.gov

Re: Request for 60 day continuance of Agenda Item 2207 PC 126
General Plan Approval sought by Arbor Sites, LLC

Dear Keith:

I am writing on my behalf as well as my wife, Callen Weatherly, and on behalf of my brother Wallace W. Weatherly, M.D. We all either own a house or undeveloped lots (three total) situated directly facing and adjacent to the Great Southern Golf Club. There has been a hearing scheduled for tomorrow's planning commission meeting (June 23, 2022) and we are requesting that this hearing be postponed for at least 60 days. We are in the process of retaining legal counsel to assist with very complex title issues, as well as engineers and land planners to evaluate and address the development being proposed who can hopefully illustrate reasonable alternative developments that would not impact the existing neighbors nearly as much as that which is being proposed by Arbor Sites, LLC. This is a complex undertaking and involves much title research and legal analysis, along with input from land planners and engineers as to potential reasonable scaled down development alternatives that could be utilized by Arbor Sites, LLC. The legal notice only ran as of June 8, 2022 (less than 20 days ago), which gives any opposition to this plan of development no time to investigate their potential rights and develop their evidence.

Due process requires a fair process to both sides. Our only opportunity to develop evidence and present that evidence will be before the Planning Commission and it is impossible to do the evidentiary foundational work that must be done on the timetable being proposed by Arbor Sites, LLC, the developer. Developer usually want to rush things and this developer is no different. I am copying the Mayor Billy Hewes and the Gulfport City Council and the Gulfport City Clerk on this written request for additional time. I hope that the Planning Commission will agree to post pone this hearing for 60 days or longer to allow the opposition to evaluate their legal options and to seek input from much needed retained experts. This will allow the Planning Commission a full and complete record from which to base their decision and leave everyone involved with a much better opinion of the process. This governmental body and every elected official including the mayor and the city council members should strive to ensure both sides have

a fair opportunity to make their case and present their facts and arguments. Thank you for your consideration of this most important request.

Sincerely,

William B. Weatherly

cc via email : Greg Holmes, Planning Director
Mayor Billy Hewes
Gulfport City Council Members
City of Gulfport City Clerk
Virgil Gillespie, Attorney for Arbor Sites, LLC

I/WE, THE UNDERSIGNED, HEREBY JOIN IN, AND AGREE WITH THE REQUEST FOR ADDITIONAL TIME MADE BY WILLIAM WEATHERLY, CALLEN WEATHERLY, AND WALLACE WEATHERLY, TO DEVELOP EVIDENCE, CONSULT WITH EXPERTS AND PRESENT OUR OPPOSITION TO THE GENERAL PLAN BEING PROPOSED BY ARBOR SITES, LLC.

NAME	ADDRESS
[signature]	2400 GREENVIEW DR, GULFPORT, MISS. 39507
Patty Ford	2400 Greenview Dr. 39507
Nancy Graben	2404 Greenview Dr. 39507
J. C. McClamma	2412 GREENVIEW DR
[signature]	2412 GREENVIEW DR. 39507
[signature]	2440 Greenview Dr. 39507
[signature]	2440 Greenview Dr. 39507
[signature]	2508 Greenview Dr. 39507
Susan Pila	2512 GREENVIEW DR 39507
Lorraine Kyle	2516 Green View DR 39507



DATE: June 23, 2022

TO: Gulfport Planning Commission

FROM: Carolyn Miller

SUBJECT: Potential Environmental and Public Health Concern

As a member of the healthcare community and a neighbor to the proposed Great Southern Subdivision, I would like to make you aware of a potential environmental and public health concern involving the development of the Great Southern Golf Course.

Golf courses throughout the United States use large quantities of pesticides, fungicides, and fertilizers to maintain their property. All of which are legal but, because of their intrinsic toxicity, can also be harmful to human health and the environment. There are several products of concern, but I would like to focus on Monosodium Methanearsonate (MSMA). This pesticide is an organic arsenic-based product that is still being used on golf courses in Mississippi today but with restrictive use since 2012. However, this chemical is banned from use in many states. It was discovered once this product was absorbed into the soil; overtime it binds with other elements to form an inorganic arsenic that is extremely toxic. It is classified as a heavy metal which forms a hard crust approximately 2-3 feet below the surface and usually poses no threat to the environment or public health until the soil is disturbed through digging or excavation. Once this inorganic arsenic is unearthed, it is introduced back into the environment attached to blowing dust particles and runoff causing contamination at toxic levels to ground water, surface water, and the air that we breath. This can lead to both acute and chronic exposure for individuals who have direct contact with the soil, breathe in the contaminated air from being outside, or from the ventilation systems of their homes. According to the EPA, small children, sick or compromised adults, and the elderly are more susceptible to health complications from toxic inorganic arsenic exposure (see attachment for health risk of Arsenic exposures).

Upon request, the Great Southern Golf Course (GSGC) superintendent, provided a list of herbicides, pesticides, and fungicides frequently used to maintain the course property (see attachment). On this list was the herbicide Target 6 Plus (MSMA). He stated that he was hired at GSGC in 2012 and applied this product, according to regulation, on the tee boxes, fairways, and some greens until the course closed in May 2022. Records of chemicals used on the golf course prior to 2005 are not available due to being destroyed by hurricane Katrina. The only way to know if the Great Southern Golf Course has toxic levels of contaminates is to have an Environmental Engineer, who is experienced in contaminate testing, perform an Environmental Site Assessment (ESA).

At the June 15, 2022, community meeting hosted by Arbor Sites, Dennis Stieffel, acting agent and representative for Arbor Sites, LLC, verbally confirmed that soil samples had not been collected or analyzed for toxic levels of contaminates. He stated that he had submitted the application to the MDEQ and had followed their guidelines and would only do further testing if requested. On June 16, 2022, I contacted the MDEQ and submitted a formal complaint out of concern for the environment, the public health of our community, the construction workers, and the individuals who will live in the Great Southern Subdivision upon its completion.

It is the Planning Commission's responsibility to grow and develop our community while providing guidance to the developer and protection to our community and environment. Arbor Sites, LLC has never developed a residential development on an existing golf course. You have been made aware that this property could contain toxic levels of pesticides. If you allow a residential development to be built on this property without confirming it is safe, and remediated of any contaminates, I would think this would present a major liability issue for the Planning Commission and the City of Gulfport. This risk could be eliminated if the Planning Commission would require the developer to obtain an ESA prior to approving their plans. This assessment should be performed by an environmental engineer and the report should conform to the American Society of Testing and Materials (ASTM) and EPA standards. If you do not want to request the ESA from the developer, at least allow MDEQ to conduct their complaint investigation and report their findings and recommendations before voting to approve or disapprove.

Thank you for listening to our concerns and working with us to find solutions or compromises to these concerns.

Carolyn Miller
cmm9095@gmail.com

Golf Course Contamination from Pesticide Use

Minnesota Department of Agriculture

Recently, the Minnesota Department of Agriculture (MDA) became aware of high levels of certain heavy metals in tee boxes and greens of golf courses undergoing conversion to residential use. The MDA believes these high levels of mercury and arsenic are the result of normal, legal use of certain herbicides and fungicides over many years. These products are no longer registered but the MDA is concerned that other golf courses may have similar contamination. We urge golf course owners, managers and potential land developers to conduct assessments and take appropriate measures if contamination exists.

OVERVIEW

- Soil samples from a Twin Cities west metro golf course show high mercury concentrations that exceed values for residential use as established by the Minnesota Pollution Control Agency.
- Mercury was found in soil below the greens and some tee boxes.
- Elevated concentrations of arsenic and chromium were also detected.
- Former golf course operator used Calo-clor ®, a mercury-based fungicide canceled for use in 1994.
- Contaminated soil was removed and safely disposed of at a permitted landfill.

NATURE of CONCERN

- As other golf course properties are being developed, similar contamination may be found.
- Residential property dwellers may face potential risk if their units are built on land that was developed from a golf course using pesticides with mercury or arsenic.
- Prior use of 'legacy' pesticides containing mercury or arsenic can potentially contaminate soil, groundwater and surface water.

RECOMMENDATIONS

- Contact the MDA Incident Response Unit for assistance through the Agricultural Voluntary Investigation & Cleanup (AgVIC) program, Pesticide & Fertilizer Management Division, 651/201-6681.
- Consider this an environmental and public health risk that needs to be addressed.
- Hire a consultant experienced in pesticide soil sampling/remediation to conduct further tests. Identify affected areas: greens, tee boxes, mixing, loading and pesticide storage areas.
- Interview former golf course operators to determine pesticide usage.
- Collect water samples at adjacent surface water bodies and shallow groundwater for testing.
- At a minimum, test soil for arsenic, barium, chromium, lead, mercury, selenium, silver and other pesticides applied to the greens and tee boxes.

The MDA is the lead state agency for all aspects of pesticide and fertilizer environmental and regulatory functions. The Pesticide & Fertilizer Management Division (PFMD) works with partnering agencies, the farming community and regulated industry to serve the citizens of Minnesota, strengthen our agricultural economy and to protect the environment. The PFMD Incident Response Unit provides comprehensive site cleanup assistance to parties affected by agricultural chemical contamination.

Minnesota Department of Agriculture contact:
Cathy Villas-Horns, 651-201-6697, Cathy.Villas-Horns@state.mn.us

March 2015

Thanks for trying out Immersive Reader. Share your feedback with us.

Arsenic the latest hazard in golf course redevelopment projects

Two South Florida cities are taking steps to ensure the land they hope to turn into golfing destinations is safe for people to use.

The remnants of arsenic-containing herbicides, which years ago were used to control weeds at golf courses, typically must be removed for safety.

Tamarac says it will soon be applying for environmental permits to remove arsenic found at the 262-acre Colony West Golf Course.

The city has paid more than $4 million to buy the course and make upgrades, such as adding new air-conditioning units. But before a hotel opens on the grounds next year, helping complete redevelopment plans, the city first must rid the land of arsenic.

Similarly dealing with contamination concerns is Boca Raton, which plans to test the soil at the now-closed Ocean Breeze Golf Course.

The state in 2010 found high arsenic levels there, and the city's beach and parks district decided Monday to proceed with soil tests as part of plans to buy and reopen the course.

Arsenic is an odorless, tasteless contaminant that has been linked to a number of cancers, including of the bladder, lungs, skin and kidney, according to the U.S. Environmental Protection Agency.

But officials in Tamarac and Boca each have said the arsenic at the golf courses poses no danger to residents.

Through the years, arsenic has been found at more than a dozen South Florida golf courses, the result of a variety of herbicides and pesticides being used over time.

"Over the years and years of applying these materials, there is a buildup in arsenic," said Jeff Halsey, Broward's director for the Environmental and Consumer Protection Division. "This problem has popped up over the years. People definitely get concerned [but] the levels are often very low."

As part of Tamarac's plans to spruce up Colony West golf course, it recently agreed to spend an extra $7.4 million for a new golf clubhouse. A Fairfield Inn & Suites by Marriott is expected to be built near the greens by next year.

Colony West was treated with arsenic-containing herbicides since the 1970s. A 2011 study showed there was arsenic detected in eight locations that exceeded the criteria for commercial and residential use, records show. Testing showed arsenic in both the soil and groundwater.

"When the city bought Colony West, we knew there were potential issues with arsenic, as that's pretty typical of golf courses from that era," said city spokeswoman Elise Boston. "None of it there is at a dangerous level."

The use of MSMA, a popular weed killer containing arsenic, was discontinued from use at Colony West about 2010, records show. According to the state Department of Environmental Protection, MSMA no longer can be used at any Florida golf course.

There is no estimate yet on what the decontamination will cost Tamarac taxpayers.

"We're waiting for the engineer's sketches and ... calculations," Boston said.

Jon McMillian, the spokesman for AD1 Global, the company developing the Marriott hotel as a franchise, said the arsenic will not cancel plans for the hotel. Closing on the land should be within the next two weeks, and hotel construction is expected to begin later this year.

"The public should know that all golf courses contain arsenic and other contaminants in various amounts," McMillian said. "And there are best practices ... to deal with it."

Clean soil — or asphalt to create a parking lot — can be capped over contaminated soil, or soil can be taken off site to fix the problem, officials said.

The Greater Boca Raton Beach and Park District wants to buy the Ocean Breeze Golf Club for $24 million and spend millions more in course renovations.



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The site could possibly have a rebuilt hotel, new pro shop and golf education center, but would likely be built on a part of the course that was not subjected to the herbicides.

In 2010, the state Department of Environmental Protection said high concentrations of arsenic were found in the groundwater and soil on the southern portion of the golf course. The levels at the time prompted concern from neighbors despite state officials ruling that there was no immediate public health threat.

Arthur Koski, executive director for Boca's parks district, said because Ocean Breeze has been out of commission for a year, the levels have likely changed due to rains and a lack of maintenance. But it will not be apparent by how much until tests are completed.

"You don't want to build on it, but you can put sod on it and use it as a golf course," Koski told the park district's board members Monday. "As a fairway, that is not something that is going to present you with a problem that is insurmountable."

Lennar Homes, the company selling the course to Boca's parks district, could not be reached for comment Monday evening.

An upcoming land survey also will help decide any upcoming renovations for Ocean Breeze, which district officials previously estimated at more than $9 million, on top of any costs to remove arsenic from the soil if needed.

lhuriash@sunsentinel.com, 954-572-2008 or Twitter @LisaHuriash

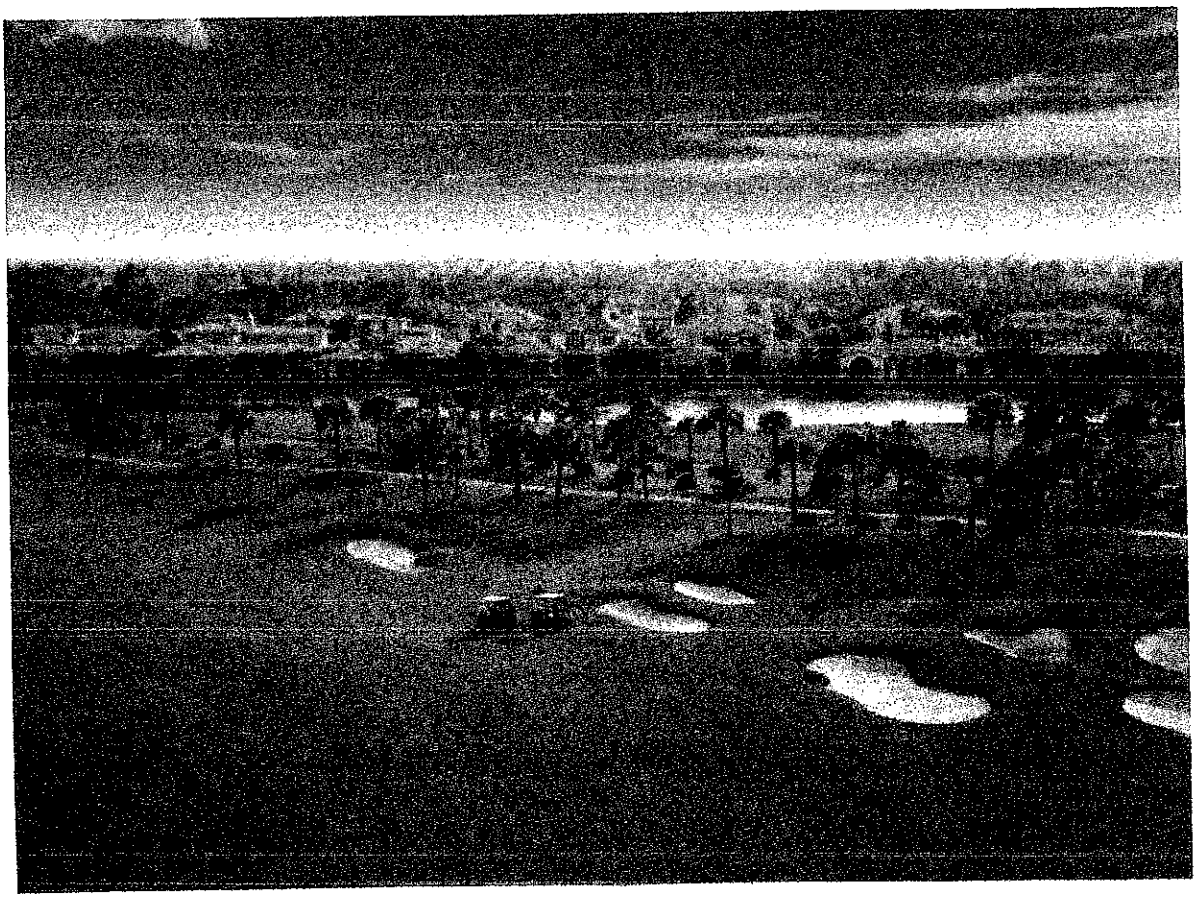
Posted on: June 19, 2018

BUILDER

WHAT YOU NEED TO KNOW ABOUT GOLF COURSE REDEVELOPMENT

Home builders should be aware of the environmental challenges that come with developing on former golf courses, says BUILDER blogger Cristina Lumpkin.

By Cristina Lumpkin



Green, lush, and well-situated in upscale neighborhoods, golf courses are increasingly being looked at as popular redevelopment sites, particularly as buildable land remains scarce. Here, Bilzin Sumberg environmental attorney Cristina Lumpkin discusses the challenges and opportunities developers should weigh before teeing off on such a project.

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sites are prevalent, but also in other areas such as New Jersey, North and South Carolina, and Georgia. Developers like these sites because they tend to be the only green land left in desirable, established neighborhoods. At the same time, a lot of courses are struggling financially and in many cases, they can't afford to maintain the courses. When done properly, it can be a win-win-win for the golf course operator, developer and community since the sites can be redeveloped to suit their needs while fulfilling shortages for single family homes.

What considerations should a developer keep in mind before acquiring this type of asset?
Land use restrictions and restrictive covenants are major impediments to development. Neighbors usually object to redevelopment because they bought with the understanding that they would be living next to open green space protected from development. Sometimes this belief is based on agreements that may be enforceable by the homeowners. Even when they have no ability to stop redevelopment directly, they will try to stop it indirectly. For this reason, I recommend that developers engage the community early in the process to better understand their concerns, while also educating them on the inevitability of the golf course's demise. Often residents are so against development for development's sake, yet by working with the developer, they can best retain their property values and bring new amenities to enhance quality of life.

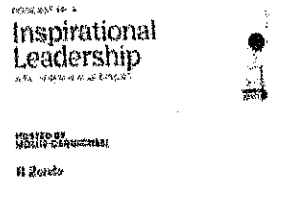
What environmental challenges do golf courses pose, and how might that impact a developer's project budget and timeline?
Golf course assessment and cleanup can be complex, time-consuming and expensive. It requires hiring an environmental consultant with specific technical expertise and experience in golf course remediation to avoid wasting time and money on inappropriate investigation and remedial activities. Conducting adequate and timely environmental due diligence is essential because these sites tend to have residual soil and groundwater contamination related to the legal use of agro-chemicals such as fertilizers, pesticides, herbicides and fungicides over a long period of time.

It also entails ongoing coordination with the relevant regulatory agency to ensure that the agency understands the client's desired endpoint and agrees with the strategy to achieve it, which can often depend on the proposed future land use. Buyers of single-family homes, for example — especially high-end homes — may be put off by a property with a soil and/or groundwater restriction where the contamination is only partially cleaned up.

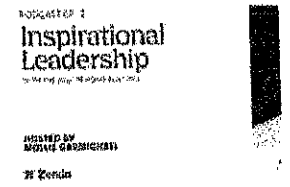
How do you remediate a golf course for single-family use?
In a residential scenario, with large green spaces such as backyards or community playgrounds where you expect children to play, you need to make sure that those areas of exposed soil are pristine. It's all about who is exposed and for how long. Conversely, if you're building for industrial use, you don't necessarily need to clean the site to perfection — you just need to control exposure pathways, which are different for industrial than for residential use. On an industrial site, for example, no one is playing in the backyard. It's mostly built-out with concrete foundations and paved parking areas, with limited green spaces.

Are there any other infill sites that residential developers might consider similarly, and if so, what are the challenges they pose from an environmental standpoint?
One reason golf courses are so desirable for single-family homes is because they have so much land. Other types of infill properties typically involve fairly small tracts of land, which is why they are more suited for condo or multifamily redevelopment. Traditional infill sites still present environmental challenges, though, because industrial uses from before current zoning regulations were put in place may lead to underlying conditions that must be addressed.

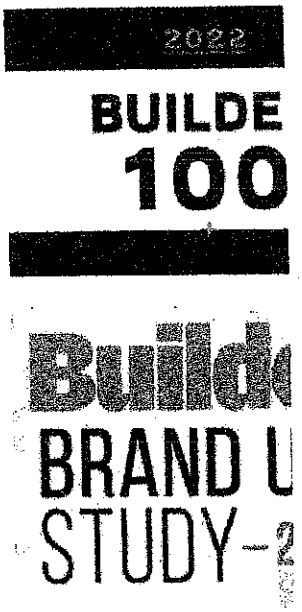
For example, some parts of Florida are built on pre-regulatory landfills, which can lead to uneven settling and soil gas issues as the landfilled material decomposes. Gas stations were also not as regulated in the past as they are now, and even if they're no longer there, builders may discover contamination from historic underground storage tanks. Given that many of these uses are no longer present, you have to go back to historical records to know what prior activities took place on the site. That way you can ensure, prior to acquisition, that you have a comprehensive understanding of the issues that will need to be addressed before development proceeds.



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Episode 3 of Zonda's Inspirational Podcast Features Randall Lewis



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OTHER INGREDIENTS:	51.70%
TOTAL:	100.00%

Total arsenic (as elemental) all in water soluble form 22.30%
*Product contains 6.0 lbs MSMA per gallon

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IF SWALLOWED: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

IF IN EYES: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

IF INHALED: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

HOT LINE NUMBER

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-424-9300 for emergency medical information.

SEE PRODUCT LABEL FOR ADDITIONAL PRECAUTIONARY STATEMENTS

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AGRICULTURAL CHEMICAL DO NOT SHIP OR STORE WITH FOODS, FEEDS, DRUGS, OR CLOTHING

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Everything You Need to Know About Arsenic Poisoning



Medically reviewed by Elaine K. Luo, M.D. — Written by Kristeen Cherney — Updated on April 23, 2018

Symptoms | Common causes | Diagnosis | Treatment | Complications | Outlook | Prevention

Thanks for trying out Immersive Reader. Share your feedback with us.

Everything You Need to Know About Arsenic Poisoning



How toxic is arsenic?

Arsenic poisoning, or arsenicosis, occurs after the ingestion or inhalation of high levels of arsenic. Arsenic is a type of carcinogen that's gray, silver, or white in color. Arsenic is extremely poisonous to humans. What makes arsenic especially dangerous is that it doesn't have a taste or odor, so you can be exposed to it without knowing it.

While arsenic is naturally occurring, it also comes in inorganic (or "man-made") formulas. These are used in agriculture, mining, and manufacturing.

Arsenic poisoning tends to occur most often in areas of industrialization, whether you work or live there. Countries that have high levels of arsenic-containing groundwater include the United States, India, China, and Mexico.

Symptoms of arsenic poisoning

Symptoms of arsenic poisoning may include:

- red or swollen skin
- skin changes, such as new warts or lesions
- abdominal pain
- nausea and vomiting
- diarrhea
- abnormal heart rhythm
- muscle cramps
- tingling of fingers and toes

Long-term exposure to arsenic can cause more severe symptoms. You should seek emergency help if you experience any of the following after a suspected arsenic exposure:

- darkening skin
- constant sore throat
- persistent digestive issues

According to the World Health Organization, long-term symptoms tend to occur in the skin first, and can show up within five years of exposure. Cases of extreme poisoning may lead to death.

The most common causes of arsenic poisoning

Contaminated groundwater is the most common cause of arsenic poisoning. Arsenic is already present in the earth and can seep into groundwater. Also, groundwater can contain runoff from industrial plants. Drinking arsenic-laden water over a long period of time can lead to poisoning.

Other possible causes of arsenic poisoning can include:

- breathing air that contains arsenic
- smoking tobacco products
- breathing contaminated air from plants or mines that use arsenic
- living near industrialized areas
- being exposed to landfill or waste sites
- breathing in smoke or dust from wood or waste that was previously treated with arsenic
- eating arsenic-contaminated food — this isn't common in the United States, but some seafood and animal products may contain small levels of arsenic

Diagnosing arsenic poisoning

Arsenic poisoning must be diagnosed by a doctor. This will not only help you get the proper treatment, but your doctor can also help you figure out the underlying cause so you can limit future exposure.

There are tests to measure high levels of arsenic in the body via the:

- blood
- fingernails
- hair
- urine

Urine tests are most commonly used in cases of acute exposure that has happened within a few days. According to the U.S. Centers for Disease Control and Prevention, all other tests measure long-term exposure of at least six months.

The downside to any of these tests is that they can measure high amounts of arsenic in the body only. They can't determine any imminent adverse effects from exposure. Still, knowing whether you have high levels of arsenic in the body can help you make changes to your lifestyle, if needed.

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Treatment for arsenic poisoning

There's no specific method used to treat arsenic poisoning. The best way to treat the condition is to eliminate arsenic exposure. Full recovery may not happen for weeks or months. It all depends on how long you've been exposed. The severity of your symptoms can also play a role.

Vitamin E and selenium supplements have been used as alternative remedies to limit the effects of arsenic exposure. It's thought that these substances cancel each other out. Still, more human studies are needed to support vitamin E and selenium as viable treatment methods.

Complications of arsenic poisoning

Long-term exposure to arsenic can cause cancer. The most common types of arsenic-related cancers are associated with the:

- bladder
- blood
- digestive system
- liver
- lungs
- lymphatic system
- kidneys
- prostate
- skin

Arsenic poisoning may lead to other health complications. Diabetes, heart disease, and neurotoxicity are possible after prolonged exposure. In pregnant women, arsenic poisoning can lead to fetal complications or birth defects after delivery. Developmental effects can occur in children who are regularly exposed to arsenic.

Outlook for arsenic poisoning

Short-term arsenic poisoning can cause unpleasant symptoms, but the outlook remains good overall. The most serious problems tend to occur from exposure to arsenic over long periods of time. This can happen at a daily job, or by eating or breathing contaminants on a regular basis. The earlier you catch arsenic exposure, the better the outlook. You can also reduce your cancer risk when you catch it early.

How to prevent arsenic poisoning

Ground water continues to be the most common source of arsenic poisoning. One of the most effective preventive measures against arsenic poisoning is to make sure you drink clean, filtered water. You can also make sure that all foods are prepared in clean water.

If you work in industries that use arsenic, take extra precautions. Bring your own water from home, and wear a mask to reduce accidental arsenic inhalation.

While traveling, consider drinking bottled water only.

Boyce
HOLLEMAN & ASSOCIATES
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MANAGING PARTNER
Tim C. Holleman
tim@boyceholleman.com

Jesse Boyce Holleman
1924-2003

MANAGING PARTNER
L. Dean Holleman
dean@boyceholleman.com

RECEIVED
7/7/22 MW

July 7, 2022

VIA HAND DELIVERY

Gulfport Planning Commission
Attention: Greg Holmes
Planning Administrator
1410 24th Avenue
Gulfport, MS 39501

Re: Notice of Appeal/Letter of Objection – **12. General Plan 2207PC126:** General Plan 2207PC126, by agent ArborSites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Dear Mr. Holmes:

On behalf of Mr. and Mrs. Sean Tindell, Mr. and Mrs. Rick Camarena, Mr. and Mrs. Jack Krongard, individually, and other interested parties, I would like to appeal the approval of and formally object to Arbor Sites, LLC, tax parcel 1010P-03-038.000 request for General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2 on the grounds as stated by all citizens and objectors before the **Gulfport City Planning Commission on Thursday, June 23, 2022 AT 4:30 PM** adopted by reference herein.

In light of the above claims, I file this notice of appeal and objection to the 177-lot and 9-outparcel subdivision (The Great Southern Subdivision) proposed by Arbor Sites, LLC, tax parcel 1010P-03-038.000 and reserve the right to make further objections once a transcript of the proceedings has been certified to the Mayor and City Council and a copy has been provided to my attention.

Pursuant to Sec 3-36 within seven (7) days after filing the notice of appeal, the city clerk shall estimate the cost of preparation of the record on appeal, including but not limited to the cost of the preparation of the transcript, and advise thereof so we may deposit that sum with the city clerk.

ASSOCIATES

Hollis T. Holleman
hollish@boyceholleman.com

Patrick T. Guild
patrick@boyceholleman.com

Tricia Tisdale
tricia@boyceholleman.com

1720 23rd Avenue • Boyce Holleman Blvd. • Gulfport, MS 39501
Office: 228-863-3142 • Fax: 228-863-9829 • www.boyceholleman.com

Sincerely,

BOYCE HOLLEMAN & ASSOCIATES

Tim C. Holleman

PERMITS/INSP PAYMENT RECPT#: 11372832
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/07/22 TIME: 13:46
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 50.00

AMOUNT PAID: 50.00

PAID BY:
PAYMENT METH: CHECK
15782
REFERENCE:

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00

Letter of Appeal to the Gulfport City Council

case# 2207PC126



thru the

Gulfport Planning Commission

Executive Summary and Enclosures July 8, 2022

Attention: Mr.Greg Pietrangelo
Urban Development Director

Mr. Greg Holmes
Planning Commission
Administrator

EXECUTIVE SUMMARY OF THE APPEAL OF THE DECISION IN CASE 2207PC126

Members of the community affected by the decision of the Planning Commission on June 23, 2022, regarding case 2207PC126 do hereby appeal the decision of approval, which passed with a slim 4-3 majority. We request the decision be set aside for the reasons contained in this appeal.

However, we do support approval of the plan if the City Council imposes specific conditions on that approval. Five problematic issues were presented on June 23, 2022 to the Planning Commission in both written and oral testimony, then summarily disregarded by four members of the panel who voted to approve without setting any conditions that would address or ameliorate the community concerns. In this document we offer five sets of conditions that would address community concerns about each of the five issues. (NOTE: A specific statement of recommended conditions follows each subsection in Enclosure One)

The scope and extent of near universal concerns about Case 2207PC126 demand that the City Council make these conditions an integral part of the approval. Only then will the affected citizens be assured that their concerns will be dealt with under city/state/federal supervision, not by just a promise by the developer. Trust but verify. Every member of the City Council should spend some time inspecting the property (if they have not done so already). This will provide a clear vision of the geography and topography that touches all the issues, thus enabling a better judgment on this appeal and conditional approval decisions.

Converting the front 50 acres of the Great Southern Golf Course into a dense residential community is a big project, worth $50 million dollars, according to the developer. Conversely, this development will result in the surrounding taxpayers' losses of property value. Additionally, it will negatively affect the lives of the residents of 105 homes in the four long-established adjacent neighborhoods. It will also affect the lives of hundreds more who live in the Legacy towers, the Legacy Villas, and the Armed Forces Home along the Service Drive. The substantive issues that the developer has yet to address require rigorous investigation and solutions to deal with Toxins, Massing and Form, Tree Preservation, Traffic Impact Assessment, and Drainage.

1. Five unresolved issues are presented below and a more detailed discussion is provided at Enclosure Two.)

(a) Toxins in the Soil. Past grounds' superintendents have testified that the deep soil on the property is contaminated with highly toxic chemicals. Bulldozing the soil to great depths before completion of a professional and independent Phase II study may create huge health, ecological, and legal problems. Studies of soil toxins must be completed and results made available to the city and residents as a specific condition of approval prior to any digging.

(b) Density (Massing and Form). The density plan violates at least one specific city ordinance that rightfully protects the quality of life, home values, and aesthetics of the existing communities that surround the golf course. In general, building smaller homes on smaller lots and crowding them into an area that is surrounded by existing larger lots and homes, makes no sense and is unfair to existing residents and not in keeping with the surrounding neighborhoods.

(c) Environmental Impact (Tree Preservation). There are real issues the city must consider because many aspects of environmental impact are governed by federal and state laws such as the regulations of wetlands, protected species, protected trees and established animal and bird habitats. We have protected great blue herons and least turns and maybe more using the habitat. We also have protected southern magnolias and live oaks. The developer has addressed some issues, especially trees. However a more comprehensive approach is required. These issues must also be addressed as a specific contingency as part of the approval of the plan.

(d) Traffic Impact. There is no plan to deal with the problems of additional traffic density that the residents of 174 new homes will create and the years of construction traffic the development will require. A proper traffic impact study that includes real solutions to the problems noted (including financing the solutions) should be submitted to the city and the community as a specific condition prior to approval, and MDOT must be notified and approve of the developers' plans and solutions.

(e) Drainage. Two of the engineers in the community believe the water flow plan under deluge conditions is seriously flawed and needs to be redesigned. Further, Mr. Stieffel revealed the weakness of the plan when he said before the commission in his rebuttal that under this plan the same amount of water will exit

the property as before. That is impossible by sheer logic. Now, millions of gallons are retained in lakes, ditches, large and small depressions, and 50 acres of mostly grass. Under this plan, those retained millions of gallons will now be rocketing off the property. Since it affects everything else in the plan, the study and solutions need to be a specific condition of the Council's approval before any digging can begin.

2. Additionally, this appeal presents substantive grievances about the process that preceded the final 4-3 vote. These issues include due process, evidence, and the race to approve the plan that were raised by the petitioners but not addressed by the planning commission. (See Enclosure Two.)

a. Due Process

DISCLAIMER: As of the date of submission of this document, the full transcript of the hearing was not available. Therefore the facts as presented in this section are based on residents' notes and memories, we apologize for any errors.

Five problems that are identified in this section denied the residents due process. They are that: (1) inadequate time was allowed to the community to prepare for the hearing; (2) the structure of the debate in the hearing was unfair to the community, creating an imbalance in favor of the developer; (3) The chairman of the Commission improperly allowed consideration of the developer's financial situation (caused by potential delays) to influence the panel; (4) The actions of the chair possibly biased the vote on the motion to approve; and, (5) One member should have recused himself from the vote.

b. Evidence

Making the best decision on this complex application requires maximum input from the developer, city departments, outside state and federal sources, and residents. In this case, the information was seriously lacking. Three issues prevented the commissioners from receiving information that may have affected their decisions. (1) The Gulfport city departments did not perform due diligence in the review of the application, denying the panel critical information to inform their votes; (2) the development team did not provide detailed answers to any questions in writing, other than engineer drawings; and, (3) once critical issues were raised at the hearing, the developer's rebuttal dismissed the concerns with glib explanations and promises.

c. Race to Approve.

The race to approve this plan may ultimately pose a serious threat to the health and safety the area neighbors; (1.) the process put the cart before the horse wherein the plan was approved with developer promises to fix problems later rather than first, and, (2) the vote reflected a willful disregard for the health and welfare of the community.

CONCLUSION

Based on the information provided in this summary and in the enclosures, we request that you approve our appeal, and then vote to approve the plan with the conditions presented in Enclosure One. The first part of Enclosure One (Enclosure 1A) is a brief and concise statement of specific facts, issues, and recommended conditions. The second part of Enclosure One (1B) contains a more general discussion of the issues from across the community.

ENCLOSURES

Enclosures 1A and 1B: Unresolved Issues and "Recommended Conditions"

Enclosure 2: Process Issues

Enclosure 3: Unique Problems When Developing Former Golf Courses

Enclosure 4: A Traffic Study by Mr. Ben Simms, neighborhood resident

Enclosure 5: Letter to the Mayor and Detailed "Recommended Conditions" Analysis by COL (Ret.) and Mrs. Kenneth Kroupa, residents of Mockingbird Lane

Enclosure 6: Letters regarding Density and related issues by Mockingbird Lane Residents Michael Schmatzel and Monica Munoz Najar Wensjoe

Enclosure 7: ATSDR Public Health Assessment of a contaminated Florida Golf Course by Federal and State Health Departments

Prepared by Members of the "Committee for Responsible Development of the Great Southern Property" from all four directly impacted neighborhoods.

07/08/2022

POC: Dr. M.C. Ryan, Ph.D. 228 604 1526, + 97 others.

ENCLOSURE 1A

Recommended Conditions
Great Southern Sub-Division Development General Plan

1. Soil Testing for Toxic Substances

- In response to Commissioner Virginia Adolph's public health comments at the planning commission meeting, Stieffel & Associates committed to perform soil testing for toxins to address Carolyn Miller's Mississippi Department of Environmental Quality (MDEQ) public health complaint.
- The Developer recently informed MDEQ that they are in the process of hiring a environmental testing firm. It is unknown if the environmental testing firm is licensed and its people qualified to follow standardized EPA testing protocols to determine any levels of contaminants. All results of the testing must meet MDEQ's approval prior to the issuance of a soil disturbance permit to ensure public health will not be placed at unnecessary risk.
- This condition of approval assures public health and safety and should be non controversial since the developer agreed to conduct standard soil testing for toxins in response to Commissioner Adolph's acknowledgment of the public's concern; however, the Chair of the Planning Commission did not motion to formally add this condition of approval to the general plan nor recognize the significance of this issue with regards to potential for negative public health and welfare impacts heightening the concern of all potentially impacted communities.
- *Recommended Condition.* In order to protect the health and welfare of the community, quell concern, and assign accountability I am requesting that the Mayor and Council Members set as a condition of any approval that the developer: 1) complete an environmental site survey of toxin substances by a licensed environmental testing firm, 2) inform community of the environmental testing plan, subsequent results and any clean up requirements if necessary; and, 3) provide testing results to the MDEQ and EPA if necessary for review before any soil disturbance permits are issued.

2. Massing and Form.

- The Developer has repeatedly stated his intent to develop 1800-2200 sqft homes on 7500 sqft lots and larger homes on larger lots during his public remarks on 25 October 2021, 15 June 2022 and 23 June 2022.
- The **proposed new buildings and the existing surrounding buildings in various areas along the perimeter of the development site will be disproportionate** in height, form, size, massing and scale. *For example*, the proposed new buildings on lots 15-18 will not be in harmony or proportionate to the surrounding building located at 6 Mockingbird Lane which stands 33 ft in height and has 5,384 sqft of interior living space. The proposed new buildings will stand only 12-15 ft in height (55% smaller) with ~2000-2200 sqft of interior living space (~ 61% smaller). *In this specific*

example, a reasonable proportionality would be achieved if two of the larger buildings proposed by the developer were built adjacent to this existing building rather than four smaller proposed buildings and the developer would demonstrate that he has applied the guidance in this Gulfport building code.

- This type of disproportionately (visualize a cookie next to a cake) conflicts with Gulfport Mississippi Code of Ordinance, Supplementary Design Standards, Appendix A, Section IV, (E) 2.2 which states the height, form, size, scale, massing, and proportion of new buildings should be compatible with surrounding buildings.
- The Chair, Planning Commission allowed the Applicant time to counter argue this point; however, did not allow equal time to opposition to refute the inaccurate statements provided by the Applicant. The Applicant focused his rebuttal on his right to draw lot lines rather than addressing size, scale and height of buildings the Applicant intends to build within his proposed lot lines as addressed by this specific city code. This allowed the Applicant to escape scrutiny of adherence to established city code with respect to the development of neighborhoods with 25 or greater new buildings.
- The city planning administrator has explained to me that the Developer does have options that can be made prior to submitting his final plat and that he can only ask the Developer to consider this guidance at this point prior to finalizing the plat. *For example,* the Developer has options that include but are not limited to 1) enlarging the square footage of the buildings proposed to be built on lots adjacent to existing buildings or 2) swapping out smaller lots with larger lots from the disproportionate areas around the perimeter so that he is able to build homes that have greater parity to existing homes.
- As a reminder, the Developer has already been required by the Planning Commission to adjust lots lines based on code violations related to corner lots and tree preservation as outlined in the technical report. The Developer publicly acknowledged that they will make changes to the general plat to meet code violations related to what the planning staff caught prior to the Planning Commission meeting. Adherence to the Massing and Form Code was over looked and not identified in the technical report and is too important to existing homeowners not to identify the Massing and Form Code as a condition of approval.
- Enforcing the Massing and Form Code Code is just as important as ensuring that lots size are no less than 7500 sqft. The City leadership should correct this oversight now and not leave it up to the willingness of the Developer to find and correct these significant areas of disproportionality.
- *Recommended Condition.* In order to comply to City Code, retain neighborhood, character and to create harmonious development, I am requesting that the Mayor and Council Members set as a condition of any approval that the developer consider future

homes built on lots adjacent to existing homes to ensure new homes are more proportionate in height, form, size, scale and massing to their surrounding buildings.

3. **Tree Preservation.**

- The Gulfport Technical Report states that this project 'does not incorporate tree preservation into the project development pursuant to Gulfport Mississippi Code of Ordinance, Supplementary Design Standard, Appendix A, Section IV (E) (2)."
- The general subdivision plan did not show sufficient detail for construction of drainage lines/catch basins in relation to the surrounding trees of adjacent properties. (Article III, Sec. 9.49 (B)).
- The same consideration provided in the Technical Report should be given for tree preservation near the property line of adjacent properties. Uniform application of the Tree Preservation Code will provide for the harmonious development of the city, create conditions favorable to safety, preserve the aesthetics of our community and minimize risk and liability of all concerned parties.
- Based on insufficient details in the general plan, the Developer conducted a site survey along lots 15-18 at the request of the property owners and agreed to move drainage lines due to large stately live oaks on elevated land that would be impacted by construction activities. The Developer's representative agreed to look at other potentially affected trees around the perimeter of the subdivision on a case by case basis if homeowners emailed requests with details to the Developer's engineers; however, the Chair of the Planning Commission did not formally recognize this agreement in the record as a condition of approval of the general plan. Without adding this condition, property owners with virtually no authority to enforce are left to negotiate the preservation of each tree directly with the engineers working on behalf of the Developer. These property owners do not have the benefit of the City's experienced planning staff guided by the City's tree advisor to weigh in to ensure tree preservation is properly balanced with construction activities.
- A tree petition specifically citing City Tree Preservation code was signed by over 40 concerned citizens living on the perimeter of the subdivision and submitted to the Planning Commission as public record. The Gulfport City Tree Advisor was not available to review the general plan or those surrounding areas for tree preservation.
- *Recommended Condition.* In order to uniformly apply Tree Preservation City code within the development site and its surroundings impacted by proposed construction plans, I am requesting that the Mayor and Council Members set as a condition of any approval that the developer: 1) complete the adjustment to the drainage plans along lots 15-18 as agreed to by the Developer's representative; and 2) complete a site survey of protected trees and proposed drainage lines on lots 21-23, 29-32, 38-41, 75-76, and 71-88; and, 3) consult with the Gulfport City Tree Advisor on any other trees (on or surrounding the developed site) that would be impacted by construction activity.

4. Traffic Impact Assessment.

- MDOT is responsible for East Beach Boulevard and subsequent permitting. City of Gulfport is responsible for the adjacent sidewalk.
- The MDOT District 6 Engineer is aware of the proposed development and stated that a traffic survey is required. No permits will be issued until MDOT, in coordination with the City, reviews the traffic study.
- The adjacent sidewalk immediately to the South is not American Disability Act (ADA) compliant and needs to be addressed by the City of Gulfport planners. The unsafe and narrow sidewalk puts pedestrian's at risk.
- City planners and MDOT need to stay in close coordination to implement appropriate mitigation actions.
- The condition below should be non-controversial and assures the public that their public safety and welfare concerns are addressed before permits are issued. MDOT and City leadership will also benefit since the traffic assessment will inform future planning/budgeting processes.
- *Recommended Condition.* In light of public safety and the welfare of the community, I am requesting that the Mayor and Council Members set as a condition of any approval that the developer take measures to: 1) conduct a traffic impact assessment, 2) propose traffic improvements needed; and 3) provide assessment results to MDOT and the City for review and approval before the Driveway Connection to E Beach Blvd permit is issued.

ENCLOSURE 1B

UNRESOLVED ISSUES AND RECOMMENDED "CONDITIONS"

(A) Toxins in the Soil. There is a very high probability that the deep soil on the property is contaminated with highly toxic chemicals. Bulldozing the soil to great depths before completion of a professional and independent Phase II study may create huge health, ecological, and legal problems. Such studies must be completed and results made available to the city and the neighbors before approval.

(1) Proposed "Condition" to be mandated on the developer as part of an approval vote:

"In order to protect the health and welfare of the community, quell concern, and assign accountability, we are requesting that the Mayor and City Council Members set as a condition of any approval of the plan 2207PC126 that the developer:

a) complete an environmental site survey of toxic substances by a licensed environmental testing firm;

b) inform the community of the environmental testing plan, subsequent results and any clean up requirements if necessary; and

c) provide testing results to the MDEQ and EPA if necessary for review before any soil disturbance permits are issued."(2)Justification and Supplemental Information

(2) Explanation. The 100 members of the community who signed the petitions, along with many others, are imploring you to reconsider your vote, and require the developer to complete Phase II one testing on the land and water of the Great Southern property prior to approving the application. The testing must be done by a professional and independent company because of the special methods and technologies that must be employed. It must be done prior to disturbing the soil.

The testing must be done **before** the plan is approved because the developer said he wanted to start digging in early July 2022. If this project is approved before testing, the developer will proceed. These tests can take two months or longer, meaning the minimum start date would be the end of August 2022. This developer also told the planning commission they would test as they go, or do some test holes, then deal with what they find. This will not work and is a huge mistake.

Some members of the commission suggested the community was living in the past and opposed to change. That opinion is patently untrue. The people living in the past are the four commissioners who voted to approve the application before the developer completed a thorough testing of the land and soil and presented the results. There is a huge amount of information, from around the country that shows how dangerous is this situation. Please read the information provided below and do your own research to prove the point.

The planning commission ignored the fact that a complaint has been filed with MDEQ regarding disturbing the soil in the grand manner that this builder intends [Case #54157]. The potential contamination of the area could be a disaster to the health and welfare of the surrounding community. MDEQ could not schedule a meeting with the city and the developer until after the June 23 hearing. Only then could they begin an investigation to assure state oversight on the chemical contamination issue. The application should have been delayed until at least that meeting. What is the reason for this incredible rush to start building?

There are numerous professional environmental companies that specialize in consulting and remediating former golf course properties. Specialists are required because they have the scientific knowledge, expertise and resources, and contacts to reveal the true state of contamination, and employ the best methods for remediation. They understand all the federal laws and regulations that guide Phase II Testing, and work on a daily basis with the relevant federal agencies - Environmental Protection Agency, Department of Health and Center for Disease Control. They have access to the latest studies, reports, and laboratories. You would not want your dentist to do your brain surgery any more than you would want a non-specialized engineer to do your testing.

The attached U.S. and Florida Departments of Health "Public Health Assessment" of the former Ponce De Leon golf course in St. Augustine Florida is an eye opener. (See Enclosure 3.) It was one of the first cases that show how to properly deal with contamination of former golf courses. If you take the time to read it, you learn what Phase I means, and why it is so important to test first, and to use only professionally qualified and independent companies. The dangers to the health and welfare of the surrounding communities demand nothing less.

These experts will all tell you this builder's plan to dig and test as he goes will not work for many reasons. Call just one of the specialized companies, tell them that this property has been a golf course for 114 years and that the developer intends to

test as he digs up the whole property. After the laughter subsides, they will tell you not to do it and the reasons are exactly the same as what we put in our memorandum of June 23, 2022 to the planning commission (see pages 3-4). Two witnesses testified to the near certitude of contamination; the superintendent from 2012-2022, and the golf course maintenance chief for eight years in the 1980s. They are right. We must have independent and professional testing prior to approving the application.

Around the country, cities that have approved golf course redevelopment before testing have made huge mistakes and it is understandable why Gulfport and its commission are about to make the same mistake. The issues are not well known because of so few cases and only recent revelations of all the short and long-term issues. This is a new a new phenomenon. (See Enclosure 4) for additional information.)

(B) Density (Massing and Form). The density plan violates at least one city ordinance that rightfully protects the quality of life, home values, and aesthetics of the existing communities that surround the golf course. In addition, there are numerous reasons why a development should be assessed on the whole and not just individual city ordinances. The City Council is the last arbiter of common sense and should require that this plan be compatible with the surrounding legacy neighborhoods, at least along the border between existing and new.

"In light of public expectations of consistency, aesthetics, safety and maintenance of home values and the general happiness and welfare of the community, we request that the Mayor and City Council Members set as a condition of any approval of the plan 2207PC126 that the developer:

a) apply the restrictions to the density plans in the application imposed by Gulfport Mississippi Code of Ordinance, Supplementary Design Standards, Appendix A, Section IV, (E) 2.2 which states the size, form, height, scale and massing, and proportion of new buildings should be compatible with surrounding buildings; and

b) resubmit the density plan for City approval.

The current density proposal raises numerous other issues that should be considered before approval of the final plan. The letters attached at Enclosure 5 and 6 are resident's assessments of why this is so important to the city, neighborhood and community.

(C) Environmental Impact (Tree Preservation). There are real issues the city must consider because they are governed by federal and state laws by the regulations of wetlands, protected species, protected trees and established animal and bird habitats. These issues must also be addressed before approval of the plan.

"In light of public expectations of protecting the environment in which we live and work, and pursuing development that in consonance with federal and state laws that protect animals birds and habitats, we request that the Mayor and City Council Members set as a condition of any approval of the plan 2207PC126 that the developer:

a) conduct a thorough investigation of relevant federal and state laws, especially the wetland discrepancy, that may be in conflict;

b) resolve those conflicts with federal and state authorities prior to digging; and,

c) resubmit the plan for City approval.

(D) Traffic Impact. The service drive is one of the most dangerous 1.2-mile residential stretches of road in the city of Gulfport. There is no plan to deal with the problems of additional traffic density the residents of 174 homes will create and the years of construction traffic the development will require. A proper traffic impact study that includes real solutions to the problems noted should be submitted to the city and the community prior to approval, and MDOT must be notified and approve of the developers' plans. Further, the city must take into account future development: 20 undeveloped acres and 15 R-1 residential lots that will one day contain homes. (Also, see Traffic Study at Enclosure4.)

(1) Proposed "Condition" to be mandated on the developer as part of an approval vote:

"In light of public safety and the welfare of the community, we request that the Mayor and City Council Members set as a condition of any approval of the plan 2207PC126 that the developer:

a) conduct a full traffic assessment and impact study,

b) propose traffic and infrastructure improvements needed; and

c) provide assessment results to MDOT and the City for review and approval before the Driveway Connection to E Beach Blvd permit, is issued."

(2) Explanation. Thus far, the Arbor developers have generally conformed to the existing building codes for development, which was a factor in the Planning Commission's myopic 4-3 approval of Arbor's development plan. Besides the problems with approving the application that are delineated above, there is the huge problem with the current one-shoe-fits-all Gulfport building codes that has not been addressed. The existing Gulfport building codes do not take into consideration the very special situation created by the topography and infrastructure of the Service Drive that is uniquely and permanently restricted. No other residents in the city of Gulfport have the restrictive access to their homes as do the residents along 1.2 miles of the Service Road located in the Eastern-most Gulfport beachfront. Most neighborhoods have multiple roads leading in and out of subdivisions. Such is not the case for the neighborhoods along the Service Drive owned by MDOT.

The presence of the railroad tracks on the north side of the Service Drive subdivisions and Highway 90 south of these beach-front homes means that the residents only have ONE road to use for everyday travel and emergencies. Neither Highway 90 nor the railroad tracks can be moved, nor is there land available to widen the Service Drive. Example of the impossibility for widening the Service Drive: When the Gulfport City Council gave the Legacy high-rise developer permission for variances that did NOT to conform to the city building codes, those structures were built too close to the Service Drive despite the protests from neighbors and their attorney. That myopic decision has now come back to haunt the Service Drive subdivisions, making it impossible for MDOT to widen the Service Drive in front of the two Legacy high-rises for the residents' safety.

Additionally, there is one home now under construction west of the golf course that the city allowed not to conform to the 25-foot set back from the street sporting a concrete wall that is part of the house about 8 feet from the Service Drive. Who approved such a violation of the building codes? There is another house east of the golf course that sits exactly 25-feet from the Service Drive; to take land from it for a widened Service Drive would make that homeowner in violation of the 25-foot setback and require the destruction of a front addition. The lack of long-term planning for development along the Service Drive in several situations has led to

boxing in the residents and MDOT's ability to reconfigure or widen the Service Drive. It is time for the City of Gulfport to STOP allowing such irresponsible development that hampers emergency contingencies, such as the ability of ambulances to access neighborhoods or the mass exits of residents during a hurricane. The current residents along the Service Drive are already captives and victims of unwise variances granted in the past, poor planning, and the failure of city officials to take the long view. Approving the existing Arbor development is another example of the failure to plan for the future.

The current traffic density of the Service Drive traffic is a problem, especially during events such as Cruising the Coast, Spring Break visitors, and the influx of summer renters at the Legacy. New visitors to the coast do not understand that the Service Drive is a narrow two-way street. Question residents near the Service Drive; they will tell you how many times they called for the police and ambulances for traffic accidents in the days before cell phones existed. One Service Drive wreck involved a car that went over the steep 16 to 20-foot decline into the oncoming traffic on Highway 90.

Future high-density developments along the Service Drive can only complicate the exiting unsafe conditions along a narrow inadequate road often populated with dangerous speeders crossing double yellow lines. This appeal to the City of Gulfport's officials calls for recognizing the need for and invoking special building codes to govern this unique area of Gulfport. Change the current building codes to conform to the different topographical and infrastructure limitations unlike situations that exist in any other parts of the city. Common sense solutions require carefully thought-out changes to the building codes along Gulfport's elevated and highest one-road beach front scenic drive, changes that decrease threats to the lives of the residents and visitors, not increase risks by approving poorly conceived denser development.

(3) A developer who resides in the neighborhood conducted a general assessment and his analysis is provided at Enclosure 4.

(E) Drainage. The water flow plan is seriously flawed and needs to be reassessed under deluge conditions (15 inches of rain in a 24- hour period). Since it affects everything else in the application, the approval of the plan should be conditional upon actions taken to prevent a disaster under deluge conditions, and is thoroughly studied by city and state engineers. The flow under Highway 90 into the Gulf merits special attention to state interests.

"In light of public safety and the welfare of the community, we request that the Mayor and City Council Members set as a condition of any approval of the plan 2207PC126 that the developer:

a) conduct a full water surge and outflow assessment study in concert with city and state engineers, and EPA regarding velocity, volume, and sediment and contaminant outflow into the Gulf Sound; and surge outflow into adjacent neighborhoods and onto the service drive,

b) propose drainage system and infrastructure improvements needed; and

c) provide assessment results to MDOT and the City for review and approval before the drainage construction permit is issued."

ENCLOSURE TWO

PROCESS ISSUES:

Disclaimer. We commend the chairman of the commission, and indeed all of the commissioners for the courtesy and respect they extended to the residents and guests. Several dozen people were encouraged and did come to the microphone, and many were appreciative of the opportunity to talk for more than the allotted five minutes per person. Everyone who wanted to talk could talk. The issues discussed below are not personal nor intended to criticize individuals.

However, significant errors, or a series of minor errors (as in this hearing) can skew the proceedings to one side or the other, creating a denial of rights and sense of unfairness. This section presents our arguments about the process that provides additional grounds for granting our appeal.

(A) Time to Prepare. Inadequate time was allowed to the community to prepare for the hearing.

The residents had only 16 days to prepare for the Planning Commission, five of which were weekend or holidays. That is important when trying to work with lawyers, engineers, government entities, etc. So there were really only 11 working days to get all this done. First we had to get a copy of the application. Second, we had to organize across four neighborhoods, to provide information so all residents would have the information and a voice. Then we had to come together through numerous means to articulate concerns provoked by the application. Then we had to engage lawyers, engineers, subject matter experts, and state and federal entities to explore our rights and applicable rules and regulations. Then voices had to be captured through signed petitions and a memorandum prepared in one package that put all the concerns and possible solutions on the record. Although our memorandum was submitted on time, it needed at least two more weeks of work to get more comprehensive reports and testimony before the commission. In any case, the memo and testimony raised five very bright flags that should have been taken more seriously.

This was a breakneck pace for such a big project with some major community issues. As a result, serious issues were raised but not adequately explored. We asked for the plan to be tabled to give us more time, but that motion

was changed to a motion to delay, and then it was voted down, 5-2. (See bias in a later discussion.)

(B) The structure of the debate in the hearing was unfair to the community.

First, the developer had an hour to brief his plan and had slides and projections. We were not offered that opportunity. Our case was an eight page memo, signed petitions advancing the communities' objections, and supplemented by individual members of the community at the microphone. The written Memorandum was our brief and it was placed in the hands of each commissioner, and only one or two appeared to have bothered to read it. It was never referred to by commissioners or mentioned in their questions. The neighborhood chairman of the committee that introduced the memorandum and petitions was limited to five minutes. Had the meeting been fair, the community would have been given the same amount of time as the developer to convey the problems with the plan to the commissioners.

Once, all voices were heard on both sides, the chairman then gave the developer unlimited time to rebut almost each and every point raised by the memorandum and the speakers from the community. He took about an hour and was uninterrupted. He stopped several times as it appeared he was finished, but then one of the commissioners would ask him about items that he could have discussed but did not. It was as if to say "Mr. Stieffel, you missed some good points that were made by the opposition, so you need to cover all your bases and rebut them too". After the last question, the chairman then summarily ended all discussion and moved towards motions and votes. We were give zero time to respond.

We sat through an hour of rebuttal where every single issue we raised was dismissed, distorted, or addressed with half-truths and sometimes outright misrepresentations. At no time did anyone on the developer team offer evidence or analysis to back up their assertions. We have yet to see a single written document with sentences on it that explain what they are and are not going to do. Issue after issue, it was basically a long list of promises. In other words "Trust me."

Had the community been given the opportunity, six lawyers and 10 highly educated speakers would have contradicted much of that rebuttal. We could have pointed this out and explained the reasons why the community has little faith that the developer would do what his representative said they would do to address all the problems, but the chairman rushed straight on to the voting.

In all almost democratic fora on the planet, both sides are afforded a fair allocation of time. This case was totally lopsided. We should have been allowed a least a few minutes to summarize our case and respond to Mr. Stieffel's one hour rebuttal.

(C) The chairman of the commission, in our opinion, improperly allowed consideration of the developer's financial concerns to affect the decision.

The first motion was to grant a 30-day delay. At the end of the discussion, the chairman asked Mr. Stieffel: "What would be the impact of the delay on the owner?" Mr. Stieffel answered that it would cost Mr. Thames more money for everyday of delay, and he intended to begin groundwork in early July. The chairman then said (paraphrasing) I do not see the point of delay because nothing could be done to change the situation we have now. He then turned to the commissioners and said let's vote. The delay motion was quickly voted down. It was followed quickly by a motion to approve the application, with virtually none of the community calls for action attached as conditions of approval.

That is improper. It is against city rules to ever allow financial considerations to influence the vote and it clearly did here.

(D) The actions of the chair may have improperly biased the vote on the motion to approve.

In addition to the improper exploration of the developer's financial problems noted above, the chairman's statement after that was inherently biased. When the chair made his remark that characterized the 30-day delay as meaningless, he should have at least opened the door to a discussion of what the petitioners said they could accomplish in that 30-day period that would help the commissioners and city council get to a better decision. The chair or another commissioner might have asked "What could be done during the next thirty days to help the commissioners make a better decision?" Instead he called for a vote, and the motion to approve passed 4-3.

That was the most critical moment of the entire evening. He had in his possession an eight page memorandum with testimony, facts, and evidence asking specifically for time and for a commission decision to delay. The issues are so significant that every resident, nearly all residing in the four surrounding neighborhoods, wanted this delay because all five of the issues require multiple city, state, and federal entities to more closely study and take action. That takes time. Why rush to put the cart before the horse?

The petitioners never opposed development, just this plan. The four commissioners that voted for approval dismissed nearly everything the community had presented in one quick vote.

(E) One member of the panel should have recused himself from the vote.

Mr. Brandon Elliot is an upstanding professional and citizen but he has a conflict of interest, or at least a perceived conflict of interest and should have recused himself from voting on the motion.

Mr. Elliot twice attempted to purchase the Great Southern for development. The second time his offer was rejected by the stockholders, he told the board of directors that he spent a lot of money putting the plans together and that he was disappointed. Our perception was that he was angry as well.

Many of the petitioners standing before him in this hearing were the same stockholders that voted against his proposals. It is not unreasonable to believe some degree of bias could exist, and that he should recuse himself to eliminate even the perception of bias.

Since the vote to approve the motion passed by one vote (including his vote for it), it calls into question the fairness of the outcome.

Although the same outcome may have resulted since the chairman breaks ties, it still needs to note that he should have been recused.

2. EVIDENCE.

(A) The Gulfport city departments, in our opinion, did not perform due diligence in the review of the application, denying the panel critical information to inform their votes.

The Commission reviewed the city department technical reports that were prepared after reviewing the application and saw no major issues. Red flags should have gone up when numerous departments had "no comment" or small issue comments.

Our memorandum addressed the issues that the city should have reviewed but did not. The planning commission should have taken our issues seriously, read the eight page memo that included facts, statements from expert witnesses, and the fact that MDEQ had an open case to investigate a complaint of contamination of the golf course. They ignored it.

The rest of the country has been struggling with redeveloping old golf courses. If you google "problems with developing old golf courses" you will get hundreds of sources that document this is nation-wide problem. This a first for Mississippi according to MDEQ, so our state is new to the party on this growing national health crisis. Our memorandum asked the commission to give us a little more time to prove the seriousness of this problem and at least four commissioners ignored it.

The community has no voice in the process if the city departments ignore the issues inherent in the application, and give the planning commission a "no significant problems" technical report, why should the commission worry about it. The city says OK, so we can ignore the community complaints. This is city department negligence and ignoring the objections of the voice of citizens.

There are major problems with the plan that are completely disregarded and unexplored. Again, please read our memorandum – toxins in the ground the developer is going to dig up, traffic, drainage, density and trees and environment. If the commission does not assure the appropriate agencies respond to our evidence and testimony, who will. One commissioner actually said our complaints about the environment and wildlife habitat were outside the purview of the commission. Apparently, none of the objections we raised, evidence we documented, witnesses who spoke, and questions answered were out of bounds except for three commissioners who did agree with their relevance. Once these hazards, risks, and losses are pointed out, the commission has an obligation to explore them. Otherwise the Commission makes decisions based on garbage in, garbage out.

(B) The development team did not properly address the critical objections to the plan, and their rebuttal made numerous unsupported assertions and some apparent misrepresentations regarding soil testing, traffic studies, and compliance with all code requirements. Notably, there was no opportunity for the residents to respond.

3. RACE TO APPROVE.

(A) The race to approve this plan is injurious to the safety of the area neighbors. This project has been aggressively rushed, denying the community adequate time to present the case before city decision makers.

It appears that the mayor and planning commission want to rush this development project through the system without giving concerned citizens adequate time to

review the details and implications of the project, and then to organize and present a response.

A look at a timeline of events is very revealing of the undue pressure to drive this through the system.

May 2021 Mr. Thames buys the property.

October 2021: Mr. Thames hosts a meeting with members of the community to meet him and his team so he could informally present the concept for the development project, and to answer questions. No one liked his plan and for good reasons. He politely collected the input and said he would try to take our concerns into account, however, he made no promises.

April 26, 2022. The president of the Great Southern Golf Club informed Mr. Thames that the golf club would cease operations and end their business agreement on May 9, 2022. The club would not operate the back 9 holes while development was underway, and would not be able to maintain any part of the golf course (front or back) after 9 May. The grass remained uncut until June 29, 2022.

June 3, 2022. Mr. Thames (the developer) files a detailed application with the city. He sends a letter to the community inviting them to a meeting on June 15, no details provided, it will be a show and tell for the neighborhood.

June 3, 2022. The city publishes notices of the Planning Commission Hearing for this development case on June 23, 2022, including a postcard notice mailed to affected residents. This is a Friday.

June 6, 2022. Residents receive the mailed notices. This is a Monday. Also, this is about the time the plan appeared on line. The fine print was unreadable. We had to take it to a printer and magnify then print a completely readable copy.

June 15, 2022. Residents meet with the developer again. Very little difference between the October 2021 plan and the June 2022 plan. To his credit the developer did adopt some minor suggestions. He explained the details of his plan. He planned to clear cut all the trees, eliminate lakes, build homes at a home per acre density rate that was almost three times greater than the existing neighborhoods. Not one person said he should not develop, they just did not like the plan nor his misleading answers to questions.

This project has been aggressively rushed, denying the community adequate time to present the case before city decision makers.

(B) The priority of the vote was to approve first and then address the enormous unresolved issues later, which is improper procedure for development.

There are five major unresolved issues regarding this plan. The planning commission attached no conditions to their approval. Therefore the five issues will either be ignored, left to vague promises, or addressed by some kind of permitting process. At that point, it is out of public view.

Why not tap the brakes, address the five issues up front, then the city, the developer, and the residents can all move forward together in harmony.

(C) The vote reflected a willful disregard for the health and welfare of the community.

When the 4-3 vote was completed, the residents were stunned. Hours of testimony meant nothing. Approving the developers plan, with all its attendant problems appeared to be more important that bona fide concerns about the health and welfare of the community.

(D) Zero remediation steps were attached to the approval that would have at least partially addressed the grave concerns of the community.

The absolute minimum reasonable outcome of the decision should have been a vote to approve, but applying specific conditions that the project would not get a digging permit until Phase I.

CONCLUSION

These five major unresolved issues and three process grievances should weigh heavily in the minds of the city leaders. Development must be responsible, and that responsibility is the duty of all appointed and elected city officials. The requirement to address these issues under city and state (and federal where necessary) supervision prior to the start of digging would assure all the citizens that the city is trying to achieve a proper balance between development and the quality and safety of the lives of the surrounding neighbors. Almost 100 per cent of the affected neighbors (including neighborhoods around the back nine holes) disapprove of the Arbor Sites plan and the Planning Commission's hasty approval of the application without mandatory conditions. The promises made by the developer's team to address these concerns bear no weight with the residents because there is no independent supervisory enforcement to assure that the developer complies with remedies needed, is transparent, and conforms to the surrounding communities' best interests.

The city of Gulfport should be responsive to the voices of hundreds of residents who have been responsible taxpayers for decades who universally object to the Arbor Sites project as currently submitted and approved.

ENCLOSURE 3

UNIQUE PROBLEMS PRESENTED BY DEVELOPING FORMER GOLF COURSES

Additional information about the national experience with developing golf courses is provided below. It is informative and should be useful to the City Council members.

Developing former golf courses into residential developments is a 21st century activity. Prior to 2006, it was rare for a golf course to close, and very few were then developed into residential neighborhoods.

When the 20- year golf boom ended in 2006, municipalities starting purchasing these properties for development or encouraging private entities to buy and develop them. Given the lag times from purchase to full development, the hard-learned lessons are just emerging now with dire warnings for cities and private developers to heed the warnings of caution or reap the damages, lawsuits, and bankruptcies.

A five minute search for on-line articles (see below) yields a vast array of articles from golf course contamination, to wildlife. Golf courses present unique problems that do not fit neatly within typical code and zoning protocols and require more thought and work to overcome.

Our own city provides a dire warning. The navy base in west Gulfport closed their golf course about 15 years ago. It was decided not to develop it into residential homes or military quarters because that would entail extensive disturbance of the soil, and they had known contamination from the liberal application of toxic chemicals for many decades. Instead, they tested and remediated the very top layer of the soil and left the deep soil undisturbed. They poured concrete pads for RV's, and kept open space for a dog park. That golf course was open for over 60 years. The Great Southern has been in operation for 114 years and shut down only six weeks ago.

The Gulfport city department and planning commission have treated this property like it was a vacant area of undeveloped land with no history. This is a serious mistake that numerous municipalities around the country also made. Now, cities are hiring independent environmental specialists who have a proven record to evaluate the properties and assist in any remedial action. Successful developments to date have occurred where the city requires independent pre-testing, and did not

leave it to the developer who has a built in conflict of interest. (Google "love canal" for the greatest example of what can happen.) Given the costs, no developer should be trusted. Given the potential health hazards to the community and environment, cities should be obligated to assure evaluations are thorough, accurate and independent, and completed before projects are approved by the municipality.

Residential development of former golf courses in the United States was rare until around 2006. Prior to that date, there was a boom in the golf business and thousands of new courses were built across the country. Around 2006, the boom started a decline for many reasons into what became a sixteen year decline where golf courses shut down at a rate of one per day! Around 2016, the number of courses that were closing became around one every two days. Currently, the rate is two per week and losses still exceed new construction of golf courses. There are simply too few golfers, having seen a 30 % decline over the last 15 years. [Source: National Golf Federation studies of golf courses in the 21st century.]

Cities and developers have had a difficult time with issues raised by redeveloping golf courses since the bust began. This huge number of closed courses provided great new opportunities for obvious reasons – plenty of acreage, road networks, etc. But cities did not have the experience to deal with the unique problems that arose. Across the country cities have struggled with community objections, lawsuits, fake or unreliable testing, excavating before testing, protests, health issues, and developers quitting when faced with the problems and expenses.

As we stated in our memorandum to the Gulfport planning Commission, we need to extract some wisdom and caution from these hard learned lessons that are unique to the last 16 years. It is so unique that the Mississippi Department of Environmental Quality said this is the first case in MS history that they have encountered. They have never dealt with residential development of a former golf course. They agree that we should proceed cautiously and avoid bitter fights, lawsuits, and migration away from "hostile" development that crushes property values around these former courses. "Hostile" means approving the development plans despite strong community objections and not completing their due diligence in the face of the same problems that are repeated over and over around the country up to today.

The biggest of these problems are toxic contamination. However, these articles and studies also include discussion of the other issues discussed in our

memorandum such as water flow, traffic impacts, density, and environmental damage. We asked then, and appeal now for caution to assure these issues are addressed before approval is granted. Our fervent appeal to the city of Gulfport is to heed the warnings. We are not unique and may indeed be unleashing a nightmare of liability and damage to the health and welfare of our cities for decades to come.

The articles referenced below are a sampling of what a 30-second google search can reveal by typing in "former golf course residential development problems". There are thousands of articles that document the harsh lessons, and some successes. Further, the problems are so great they fueled the creation of hundreds of new environmental companies that specialize in consulting on golf course development prior to building. One article documents how a developer and city faced the problems head on, spent $2.2 million on testing and remediation (almost all paid from federal and state grants} and completed the project. This model of success proves that golf course development can be completed successfully and not be that difficult, expensive, or create major delays. Importantly, all the citizens can be assured knowing the process worked and that their families are safe.

We implore our city leaders at every level, from the departments that commented on the application with "no comments", to the planning commission and city council, to heed the warnings, study the hard won lessons from other municipalities, and delay approval of this application until Phase I testing is complete.

Here is a sampling of those reports.

1. "Arsenic: The Latest Hazard in Golf Course Redevelopment", *South Florida Sun Sentinel*, June 19, 2017. By Lisa J. Huriash and Eric Chokey. (**sunsentinel.com**, to access, type the article name in the search bar of the website, can get free access with just email registry); Also, by same author and publication, "Here's a switch: West Boca golf club won't be bulldozed for homes", September 12, 2020.

2. "Spotlight: Pollution Exposed at Golf Courses", Jan, 30, 2019, by Michelle Huitt, Assistant VP, (**p1enviro.com**, directs you to Facebook to access).

3. "Golf Courses: Polluting with Pesticides", [2020], by Sahar Ghaffari Lux Ecoliving, (**luxecoliving.com**).

4. "Health Effects of 30 Commonly Used Pesticides", 2020, by Sahar Ghaffari, **(beyond pesticides.org)**

5. "Polluted Golf Course to Regional Attraction", Nov 8, 2013, *Concrete Construction*, by Dana Gillette, PE and Christopher Marsh, PE; **(concreteconstruction.net)**

6. "What You Need to Know about Golf Course Redevelopment", June 10, 2018, by Cristina Lumpkin, *Builder on Line*, (**builderonline.com**)

7. "Housing Development on Camarillo Springs Golf Course, April 20, 2022, *Ventura County Star*, by Brian J. Varella, (**vester.com**, or type article title in the search bar,)

ENCLOSURE 4
2207PC126

Great Southern Golf Course Development

Benjamin Simms

211 Southern Circle

Gulfport, MS 39057

Personal Development and Qualifications:

After graduating Roosevelt University with a B.A. in Finance in 2001, I was accepted to Washington University in St. Louis, MO, a top 20 at the time, now top 15 law school. I completed my degree, albeit learning I did not want to be a lawyer, so I never took the bar. I bought my first property in St. Louis during Law school, and proceeded to build a portfolio of 65 properties, consisting of 465 units from 2004 – 2010. When the crash hit, my primary lender was bought out with TARP money at $.10 on the $1.00, and refused to renegotiate terms. (Ironically, this bank was named Great Southern Bank). They foreclosed on all they could, as much was cross collateralized, then sold to their board members who flipped them at a 500% return. I spent my 30s salvaging all I could for my investors, then relocated to the MS Coast to buy and operate traditional rental property, as well as legally approved vacation rental property in Biloxi, MS.

I have primarily experience in Redevelopment vs. New construction, and Sherwin Williams Co. was my Federal Tax Credit Investor. My 2nd largest project was a 24,000 sf 1872 Carondelet School renovation (8221 Minnesota, St Louis, MO 63111) that required Phase 1, then Phase 2 remediation for asbestos. My largest project was the 1913 Temptor Jelly building, bought by Coca Cola in 1933, and was the syrup manufacturer for Coca Cola products all over the country (8201 Michigan Ave, St Louis, MO 63111). This project had 8 tanks that had to be remediated not by removal, but by a parking lot, as well as a full asbestos removal inside the property, performed by Environmental Operations, Inc., a very large remediation company. This is FAR different than earthmoving and unearthing unknown chemicals on 114 year old golf course.

I also have experience in attempting to develop with local individuals a site that was adjacent to Rail Tracks to build a Youth Sports complex, and had zero success with CXS. So that project never went through, it was a 15+ acre

site we had options on that we had to forfeit due to environmental concerns and an inability to negotiate with the Railroad.Co.

Needless to say, I normally sit in the site proposing the development or redevelopment, not in opposition of.

My Contact information is: ben@bjsoperations.com or 314-413-9317.

To say the least, I have substantial experience in both Environmental remediation, and traffic count (albeit only with City roads not State roads like our Frontage Rd. in question.)

1. **I am not here to protest the redevelopment of Great Southern Golf Course. These owners have legally purchased private property, and can build according to the city, county, and state laws.**
2. **I live on Southern Circle, with my wife and my 5 and 3 year old, adjacent to the golf course, I've played on for 5 years. As disappointed as I am this Historic 1908 golf course, part of the PGA tour prior to airline travel, where Sam Snead among others played, I understand the current ownership could not maintain a viable course. They were legally foreclosed on, and this Development group has purchased it. It is their right to build homes, if they find it economically viable.**
3. **I have the following concerns, some may have been addressed before I have been able to speak.**

    a. **The proposed Development has 177 homes. The average home will have 2.5 cars, or 442 cars, exiting onto a MDOT controlled Frontage Road that has 2 lanes.**
    b. **This road has 3 realistic ways of exit onto either MDOT (Ste. Rte. 90) controlled, or Harrison County/Gulfport City controlled (Anniston St to the West, or DeBuys to the East.**
    c. **There are 40 homes in the Southern Circle Subdivision, appx 20 homes on the Mockingbird Subdivision, and appx 40 homes on the Venetian Drive Subdivision. Roughly 100 homes. There is also a Condominium Complex, the Legacy Condominiums Tower (218 units), and the Legacy Condominium Villas (151), totaling 369 units that access this road. There is also a Veterans Home housing an unknown amount of residents that drive, and about 5 single family**

homes along this Frontage Road. Call it 475 residential units. This development is a 37% increase.

d. Based on GEO mapping, you could fit 2 Southern Circles (78 homes) and 1 Mockingbird (22 homes/lots) on the site in question that is proposed to exceed that by 77%.
e. This Frontage road not only is narrow, but because of the diameter of the Oak trees, curbs have been narrowed to accommodate their size.
f. There is a traffic light, if heading east, that is a 3-way light (90, DeBuys, and Frontage). The appx light timing is
    a. 3-5 minutes 90
    b. 30-45 seconds DeBuys
    c. 20-30 seconds Frontage
g. On Anniston, to the west, at School Pickup and Dropoff, the lines of cars making 2-way traffic impossible, without waiting, are up to 30-40 cars picking up their children in the AM (work leave time) and afternoon (school exit).
h. And a 1 lane short exit onto 90 at the end of this frontage only going west.

I do not believe that this Development Group has performed an study, as required by MDOT, per Cate Jones, who works under Kelly Castleberry, as the Harrison County Traffic Engineer. I was told there is NO application, nor private traffic study (as required) that has been submitted, to support a doubling of the traffic on this Frontage road. This was verified as of today at 2 PM CST. Kelly's phone contact is -Kelly Castelberry - District Engineer

Phone: (601) 544-6511

It is my understanding that any development, with egress onto an MDOT operated road, requires a private study by the DEVELOPER, to be analyzed by MDOT, and they then decide whether:

- Traffic Lights are needed for entry
- A Turning Lane is needed for entry (no room) barring this development push back their land, and widen to provide a turning lane + walkable sidewalks, as $1M++ homes on the beach will desire.

- **The walking sidewalks are barely wide enough for walking traffic – which currently are appx 2.5 ft wide, on only the north side, and narrow to 18" where gutters are in place. Completely inadequate for walking traffic of an additional 344+ residents looking to walk to a traffic light, to walk the Beach.**

4. **This developer has claimed that semi-truck traffic will not impact the traffic during the 2-3 year construction period. We recently had a ONE home built at the entrance to Southern Circle. This has been 3 months of lumber, concrete, hardi-board, cinder-block, and other assorted trucks parking to unload, causing single lane traffic back-ups. Imagine 377 homes.**

5. **This developer has said that the proposed 'emergency use' only option is to use Southern Circle for Fire, Ambulance, and Police for every instance needed on 177 homes. I have kids learning to ride bikes and scooters, people walking dogs, and sirens flying up our street when they could easily build a 2nd exit (forgetting traffic count) along the Easternmost boundary of the property, is simply absurd. There is 0% chance of that emergency exit leading to codes being given out, and using our circle as an exit. There is also 0% chance that within 3-7 years, traffic will become so difficult to entry and exit, the City of Gulfport will turn this into a 2nd entrance.**

6. **This developer has claimed that no earth moving will be done, yet, every green is elevated, and the front 9 contain 2 large ponds, and a flood surface after a rain between the old hole 2 and 8, which will obviously need fill. This will unearth for a fact arsenic, based on 1980s testimony, and who knows the 60+ years of chemicals when this was a tour course in the mid 1900s.**

7. **These ponds contain wildlife of Turtles, Fish, Muskrats, and various birds that I'll let an environmental expert speak on. Where will they go after displacement?**

ENCLOSURE 4
2207 PC126

8. **This developer, verbatim, answered a question of what chemicals were in the fertilizer from 1908 – 2022, with, "we spoke with a former board member for 15 years, and he says 'There were never arsenic or other chemicals used on this property. This board member is not 114 years old, and the fact a Phase I environmental study has not been performed to identify the chemicals in the soil while they move dirt, is unacceptable.**

I would like to see this development be larger lots, perhaps 75-80 units, less density, 2 of their OWN entrances, vs. a "2 lane entry", an environmental study of the soil, an MDOT traffic approval before I can support the current development plan.

Further, all lots along the west side of Southern Circle should be aligned with existing lots (right now they are 1.5/2 per lot looking at a backyard), and all lots along Mockingbird Lane should be matched with adjacent lots. In some cases, lots on Mockingbird will look out to a range of 3 – 5.5 lots (former holes 5 and 6).

I hope that this can be resolved by the developer realizing that with this proximity to the Beach, a much more lucrative project would involve larger lots, larger houses, and giving up 3 feet of their frontage to tear down the concrete wall and make a workable walking path along the frontage road, save his 60 ft x 100 lots that don't meet R-75 code for his grand desires of $350,000 homes backing up to the railroad.

Thank you for your time.

Benjamin & Kelly Simms,

211 Southern Circle, Gulfport, MS 39507

P 5 of 5

Dear Mayor and Council Members,

My wife and I support the development of the Great Southern Subdivision. We are concerned that the Planning Commission did not add, as conditions for approval, four significantly important topics presented by over 100 constituents in the surrounding neighborhoods I am requesting that you approve the general plan and apply four additional conditions related to: 1) soil testing for toxin substances, 2) massing and form, 3) tree preservation; and, 4) traffic impact assessment. These conditions will: 1) create conditions favorable to the safety, health and welfare of the people; 2) provide for the harmonious development of the city; and, 3) rebut the perception that the City leadership wants this subdivision development to happen at all cost.

The Chair, Planning Commission did not provide equal time or apply due process during the 23 June 2022 meeting. The Applicant was provided time to counter argue the 25-30 individuals who opposed some portions of the Applicant's general plan. However, those who opposed received no time to counter argue or refute the Applicant's counter arguments. Not one reasonable recommendation from those who opposed portions of the plan was added as a condition of approval to the general plan. Including recommendations backed up by City Code and discussed with the City's planning staff prior to the planning commission's public hearing.

The vast perception of property owners that attended the proceeding left with the impression that the proceeding was unjust. The 100+ pages of documents submitted into public record and the 200 page transcript offer credence to the overall public sentiment that the wants of the City leadership and the Developer to maximize density at all costs have been prioritized over the safety, health and welfare of the community. One significant example was when the Board denied a motion that the Developer conduct soil testing for toxins that would be harmful to public health after several constituents provided an overwhelming amount of documentation to include direct testimony to the Board that toxins were applied to the golf course over the years. It was clear to any person at the hearing that it is more likely than not that toxins are present in the soil and testing was necessary to ensure public safety. The commissioner who commented that the toxins are not this Board's problem was definitely not concerned with public safety and appeared unaware of the board's basic charter.

I respectfully request the Mayor and Council Members set as a condition of any approval that the developer take measures to address the four areas defined in the

attached document. These conditions will ensure public health & safety, adherence to city codes and formalize previous agreements before a final plat is approved. Furthermore, if you believe that these conditions are unreasonable that the Mayor and Council provides reason to their decision on the record so that they too can be held to account.

Thank you for your time. I'll be glad to make my self available for any questions you may have.

Ken & Beth Kroupa
571 421 4545
KROUPA.KEN@GMAIL.COM

City of Gulfport, MS
Office of the Mayor
P.O. Box 1780
Gulfport, MS 39502

ENCLOSURE 6
2207PC126

July 7, 2022

Mayor Billy Hewes
2309 15th Street
Gulfport, MS 39501

RE: Request for Revision of General Plan 2207PC126, a development by ArborSites, LLC on the lands of the former Great Southern Golf Course

Dear Honorable Billy Hewes,

The development plan proposed by ArborSites, LLC, on the lands of the former Great Southern Golf Course, contains far too many houses for the area, and will detract from the charm of the beach-front properties of our city. I request your help in reviewing this plan and reducing the number of houses.

My investment in my house was an investment with the City of Gulfport. With the high density planned, I am concerned my property's value will fall dramatically. I have participated in meetings with ArborSites and with the Planning Commission. Our pleas that the proposed houses along the perimeter of the development site are disproportionate in height, form, size, massing and scale to the houses in the adjacent neighborhoods fell on deaf ears. Key areas for density reduction are

1. The west side of the development adjacent to Southern Circle, with like-sized lots (reduction from 19 to 14);
2. Along the east side adjacent to Mockingbird Lane (reduction of 10 to 6);
3. Along the south side adjacent to Mockingbird Lane (reduction of 11 to 6); and,
4. Along the south side facing the coast (reduction of 9 to 7).

Along the Highway 90 Service Road, between Debuys Road and Alan Drive, I am impressed by the growing number of fine houses nestled between majestic live oaks, imbuing true Southern Charm. I recall the stately houses before Hurricane Camille. I favor smart economic growth; my hope is that more fine houses will be built on the many vacant lots in this area to continue the post-Katrina revival of Gulfport. I believe, therefore, the Planning Commission was negligent in approving ArborSites's excessively high-density, 177-house plan on premium land on the coast; and I respectfully appeal to your consideration to require the developer to reduce the density thereby ensuring Gulfport will become a city to be admired.

Do I need to mention the upcoming traffic congestion along the MDOT Service Road? The developer should put up the money to correct any deficiencies, not MDOT with taxpayer monies.

This development is occurring under your watch, it will be your legacy. I trust it will be favorable.

Kind regards,

p 1 of 6

Michael Schmalzel

3 Mockingbird Lane
Gulfport, MS 39507
(928) 965-0742

City of Gulfport, MS
Office of the Mayor
P.O. Box 1780
Gulfport, MS 39502

ENCLOSURE 6
C/N 2207PC126
7/12/22
@ 4:30 pm

July 7, 2022

Councilman Ron P. Roland
2309 15th Street
Gulfport, MS 39501

RE: Request for Revision of General Plan 2207PC126, a development by ArborSites, LLC on the lands of the former Great Southern Golf Course

Dear Councilman Roland,

The development plan proposed by ArborSites, LLC, on the lands of the former Great Southern Golf Course, contains far too many houses for the area, and will detract from the charm of the beach-front properties of our city. I request your help in reviewing this plan and reducing the number of houses.

My investment in my house was an investment with the City of Gulfport. With the high density planned, I am concerned my property's value will fall dramatically. I have participated in meetings with ArborSites and with the Planning Commission. Our pleas that the proposed houses along the perimeter of the development site are disproportionate in height, form, size, massing and scale to the houses in the adjacent neighborhoods fell on deaf ears. Key areas for density reduction are

1. The west side of the development adjacent to Southern Circle, with like-sized lots (reduction from 19 to 14);
2. Along the east side adjacent to Mockingbird Lane (reduction of 10 to 6);
3. Along the south side adjacent to Mockingbird Lane (reduction of 11 to 6); and,
4. Along the south side facing the coast (reduction of 9 to 7).

Along the Highway 90 Service Road, between Debuys Road and Alan Drive, I am impressed by the growing number of fine houses nestled between majestic live oaks, imbuing true Southern Charm. I recall the stately houses before Hurricane Camille. I favor smart economic growth; my hope is that more fine houses will be built on the many vacant lots in this area to continue the post-Katrina revival of Gulfport. I believe, therefore, the Planning Commission was negligent in approving ArborSites's excessively high-density, 177-house plan on premium land on the coast; and I respectfully appeal to your consideration to require the developer to reduce the density thereby ensuring Gulfport will become a city to be admired.

Do I need to mention the upcoming traffic congestion along the MDOT Service Road? The developer should put up the money to correct any deficiencies, not MDOT with taxpayer monies.

This development is occurring under your watch, it will be your legacy. I trust it will be favorable.

Kind regards,

Michael Schmalzel

P 2 of 6

3 Mockingbird Lane
Gulfport, MS 39507
(928) 965-0742

City of Gulfport EXHIBIT 6
Office of the Mayor #2007 PC 126
P.O. Box 1780
Gulfport, MS 39502
Rec'd 7/7/22 @ 4:20 PM

Major, Alcalde

MR. BILL HEWES
City of Gulfport
Harrison County
Mississippi, USA

REF: OPPOSITION TO DEVELOPMENT OF 177 HOUSES IN GREAT SOUTHERN GOLF COURT 2000 Beach Boulevard Gulfport

My name is MONICA MUÑOZ NAJAR WENSJOE, I am from Lima, Peru South America, my first language is Spanish, I apologise for the mistakes in my writing.

We decided to buy a house in Gulfport, Mockingbird Lane, after thinking very much where and how we wanted to live, among our options were first Washington DC to be close to my daughter who works for the World Bank there, other options were Hendaye France, Miami Beach Florida or Malaga Spain.

We decided to buy here in Gulfport, for its quiet beauty, scenic views, low density, etc. Of course we asked about you, and all were positive references.
We ruled out the other options and chose Gulfport precisely because of the aforementioned
It is necessary to mention that our realtor warned us that the Golf Court next to our house was sold, and that some developers were going to build houses, it was fine with

us, no problem with developments around, in a reasonable way, maintaining the same quality of the area, landscape care, especially being a plus the sea view.
We thought on nice houses the same size as ours, even encourage friends to come and buy here, but not with those plans.

We have been at the meetings with the developers Arbor Sites LLC, it was concerning to see what they pretend to build, absolutely disproportionate to the area, absurd and bad taste, just like the houses in the communist countries, popular and populous

Not to mention that these little houses will stop paying taxes over time, they will stop painting them, they will abandon the gardens and the area will become more popular and devaluated like most of the ones that are in the back part of the rail road.
If the idea is to build AirBnBs-type little houses to rent, its the same thing, nobody wants/can rest in a place full of people around, with heavy car traffic even to cross the road to the beach. People who can spend the summer seek exclusivity.
Like the Armed Forces Retirement House, they have taken care of the ornate, their front part is all green, their buildings are in the back and cannot be seen.

My country is beautiful, we have one of the Modern Wonders of the World as you may know, among many other wonders.
BUT, lots or problems, we have the scourge of corruption, perhaps you have heard about #LavaJato, Odebrecht scandal, one of the biggest cases in Latin America of corruption, this company Odebrecht started doing business in our countries, and

started corrupting people too, even Presidents, they thought "their business" will never end, BUT a judge from New York sued this company for using US Banks for laundering money into the United States, Odebrecht has to pay $2,500 MILLIONS of dollars, that they start paying now

I mention this, because in my country started the same way, first making buildings, roads, all with custom-made permits, and my country is a disaster with chaos now.

We went to a meeting with the planning commission of the City Hall, they didn't even wanted to give us 60 days to respond, there should not be conflict of interest.

I suggest you evaluate the members of the planning commission.

I want to add that my neighbours have presented their opposition to the project seen this way, therefore I will not insist on the Environmental issues clearly exposed by them and in which I fully agree

PETITION:

1.- Stop Arbor Sites LLC plans for building 177 houses in the Great Southern Golf Course (Subdivision) at 2000 Beach Boulevard, in Gulfport.

2.- Check and evaluate this project again

2.- Propose something logical and rational for the area

3.- Reduce the number of houses to reduce the city chaos

4.- Give us the name of the company that will take the soil samples, it must be serious, indicate the detection levels of the equipments

5.- A group of representatives neighbours to be present in the environmental site assessment, the soil sampling, to be at the representative lot of a watershed assessment for the groundwater

6.- Assessment of existing chemicals prior to land removal

7.- Developers must give each family affected a house similar to ours during the earthworks and pay for them

Major Hewes, I await your response to my request

Julfport, 7 de julio 2022

Atentamente,

Monica Muñoz Najar Wensjoe

Phone: 202 8990603

ENCLOSURE SEVEN

The enclosed document is A U.S. and Florida Health Department report regarding development of a former golf course that was seriously contaminated.

Although it is a difficult read, the information is highly educational and useful to developers and municipalities in planning to develop former golf courses. Many of the lessons learned then are applicable to the current situation and this plan.

ENCLOSURE 7
2207 PC 126

ATSDR
AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY

Public Health Assessment for

FORMER PONCE DE LEON GOLF COURSE
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA
EPA FACILITY ID: FLN00407640
JANUARY 26, 2006

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
Agency for Toxic Substances and Disease Registry

THE ATSDR PUBLIC HEALTH ASSESSMENT: A NOTE OF EXPLANATION

This Public Health Assessment was prepared by ATSDR pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund) section 104 (i)(6) (42 U.S.C. 9604 (i)(6)), and in accordance with our implementing regulations (42 C.F.R. Part 90). In preparing this document, ATSDR has collected relevant health data, environmental data, and community health concerns from the Environmental Protection Agency (EPA), state and local health and environmental agencies, the community, and potentially responsible parties, where appropriate.

In addition, this document has previously been provided to EPA and the affected states in an initial release, as required by CERCLA section 104 (i)(6)(H) for their information and review. The revised document was released for a 30-day public comment period. Subsequent to the public comment period, ATSDR addressed all public comments and revised or appended the document as appropriate. The public health assessment has now been reissued. This concludes the public health assessment process for this site, unless additional information is obtained by ATSDR which, in the agency's opinion, indicates a need to revise or append the conclusions previously issued.

Agency for Toxic Substances & Disease Registry ..... Julie L. Gerberding, M.D., M.P.H., Administrator
Howard Frumkin, M.D., Dr.P.H., Director

Division of Health Assessment and Consultation.... ..... William Cibulas, Jr., Ph.D., Director
Sharon Williams-Fleetwood, Ph.D., Deputy Director

Health Promotion and Community Involvement Branch ..... Lisa Calhoun Hayes, P.E., DEE, Acting Chief

Exposure Investigations and Consultation Branch ..... Susan M. Moore, Ph.D., Chief

Federal Facilities Assessment Branch ..... Sandra G. Isaacs, B.S., Chief

Superfund and Program Assessment Branch ..... Richard E. Gillig, M.C.P., Chief

Use of trade names is for identification only and does not constitute endorsement by the Public Health Service or the U.S. Department of Health and Human Services.

Additional copies of this report are available from:
National Technical Information Service, Springfield, Virginia
(703) 605-6000

You May Contact ATSDR TOLL FREE at
1-888-42ATSDR
or
Visit our Home Page at: http://www.atsdr.cdc.gov

Enclosure 7
2207 PC 126

ATSDR

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PUBLIC HEALTH ASSESSMENT

FORMER PONCE DE LEON GOLF COURSE

ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

EPA FACILITY ID: FLN00407640

Prepared by:

Florida Department of Health
Bureau of Community Environmental Health
Under a Cooperative Agreement with
Agency for Toxic Substances and Disease Registry
U.S. Department of Health and Human Services

Enclosure 7
2207 PC 126

ATSDR

Foreword

This document summarizes public health issues for a former golf course and convention center in St. Augustine, St. Johns County, Florida. The Florida Department of Health (DOH) evaluates site-related public health issues through the following processes.

- Evaluating exposure—DOH scientists begin by reviewing available information about environmental conditions at the site. The first task is to find out how much contamination is present, where it is found on the site, and how people might be exposed to it. Usually, DOH does not collect its own environmental sampling data. We rely on information provided by the Florida Department of Environmental Protection (DEP), the U.S. Environmental Protection Agency (EPA), and other government agencies, private businesses, and the public.
- Evaluating health effects—if there is evidence that people are being exposed, or could be exposed, to hazardous substances, DOH scientists determine whether that exposure could be harmful to human health. This report focuses on public health, that is, the health impact on the community as a whole, and it is based on existing scientific information.
- Developing recommendations—in this evaluation report, DOH outlines its conclusions regarding any potential health threat posed by the former Ponce de Leon Golf Course site, and offers recommendations for reducing or eliminating human exposure to contaminants. The role of DOH in dealing with hazardous waste sites is primarily advisory. For that reason, the evaluation report will typically recommend actions to be taken by other agencies, including EPA and DEP. If, however, an immediate health threat exists or is imminent, DOH will issue a public health advisory warning people of the danger, and will work to resolve the problem.
- Soliciting community input—the evaluation process is interactive. DOH starts by soliciting and evaluating information from various government agencies, individuals or organizations responsible for cleaning up the site, and from persons who live in communities near the site. Any conclusions about the site are shared with the groups and organizations providing the information. Once an evaluation report has been prepared, DOH seeks feedback from the public. *If you have questions or comments about this report, we encourage you to contact us.*

Please write to Connie Garrett/Health Assessment Team
Bureau of Community Environmental Health
Florida Department of Health
4052 Bald Cypress Way, Bin # A-08
Tallahassee, FL 32399-1712
Or call us at 850-245-4299 or toll-free during business hours at 1-877-798-2772

Summary and Statement of Issues

The 400-acre former Ponce de Leon Resort and Convention Center is on the eastern side of U.S. Highway 1, about one-half mile south of the St. Augustine Airport, in St. Augustine, Florida. In the past, the property included an 18-hole golf course and associated buildings, a Radisson hotel and convention center, a St. Augustine city water treatment plant (within an easement), and undeveloped wooded land. The site was a golf course from 1916 until 2003. The City of St. Augustine's planning and zoning board recently approved the new site owners' (Ponce Associates, Limited Liability Company [LLC]) plans to redevelop most of the site into 749 residential properties. Contractors demolished the older of the two golf course maintenance facilities on the property and removed over 800 tons of impacted soil from around it. The contractors disposed of the building and contaminated soil at a landfill. Post-removal soil analyses show some areas still have elevated levels of arsenic and the owners plan further remedial efforts for this area. Contractors also demolished the resort facility.

DOH categorizes this site as an "*indeterminate public health hazard*" because assessment of the site is incomplete. The owners are cleaning up the site under the Florida Department of Environmental Protection (DEP) Contamination Site Cleanup program. The owners have a signed Consent Order, which directs their activities. Predevelopment activities include determining the locations and levels of site contaminants. Remedial actions will be approved by DEP and will include the plans the certified contractors will carry out to either meet state standards for residential land use or otherwise prevent future exposures to contaminated media.

Soil—DEP will require a pilot test of any proposed soil remediation methods to show the "Conceptual Remedial Approach" will meet the Soil Cleanup Target Levels (SCTLs) for any measured contaminants.

While the areas of greatest arsenic contamination (areas around the old maintenance barn and the 9th fairway) may be the most likely to contain other turf management chemicals, other potential areas of soil contamination (or other contaminants) were not addressed by the Contamination Assessment Report (CAR). Therefore, DOH had recommended contractors should test soils from the following areas for volatile organic compounds†, pesticides, herbicides and metals:

- old maintenance barn,
- old maintenance barn dump,
- 9th fairway,
- hotel maintenance area,
- new golf course maintenance area,
- dump west of the 15th hole, and
- older golf course layout (Dominion 2004).

Only very limited data on persistent organic chemicals used in turf management is currently available.

While the engineering building, and associated storage tanks have been demolished and removed from the site, contractors should test stained soil near the former location of the engineering

†Volatile Organic Compounds could be related to spilled or leaked gas or diesel fuel, or solvents for turf management chemicals.

building for volatile organic compounds, semi-volatile organic compounds, and metals. Tests of groundwater in this area revealed VOCs, but none exceeded their groundwater cleanup target levels (reference accorded to Paul Laymon of Dominion, in HSWMR letter 2005). Contractors should test soil near the former location of the engineering building outdoor battery storage area for lead and antimony.

Groundwater—the limited available information indicates areas of shallow groundwater contamination. No potable wells are developed in the contaminated shallow groundwater; so ingestion of contaminated shallow groundwater is not a current exposure pathway. Under the Contamination Site Cleanup program, the developer can propose restrictive covenants to limit people's access to contaminated shallow groundwater. The developer will also address groundwater discharge to surface water and/or the potential for groundwater discharge to affect sediments. There are four irrigation wells developed into the deeper confined Floridan aquifer, and one in the semi-confined intermediate aquifer. DEP noted the developer plans to supply all the homes with city water and to abandon the existing irrigation wells.

Surface water—surface water on and near the site has mainly been tested for arsenic. Surface water from seven ponds was tested for organophosphate pesticides. Based on sampling at other Florida golf courses, both surface and groundwater might also contain elevated levels of nitrates or chemicals† from other chemical compound groups. Contaminated groundwater could discharge to surface water ponds on the site or to the off-site marshes. The owners will have a stormwater management plan approved by the St. Johns River Water Management District before they begin developing the site. This plan will show, with appropriate test results, that the stormwater runoff will meet Florida's surface water standards, which are often stricter than potable water standards.

Sediments—testing should demonstrate that remediation plans for sediments would meet state standards for all turf management chemicals. DOH recommends contractors test sediments from the grass-dump in the marshes near the 18th hole and the areas in Robinson Creek nearest the former maintenance barn for volatile organic compounds, pesticides including herbicides, and metals.

At this time, site access is not restricted. However, the potential for trespassers to incidentally ingest contaminated soil or inhale contaminated dust from the specific areas with the highest measured levels of arsenic could be limited by vegetation and by the 400-acre size of the site. Nonetheless, until site assessment and remediation are complete, the following precautions should be taken.

1. Persons, most likely workers at this time, should avoid dust inhalation or hand-to-mouth contact with contaminated surface soil especially near the old maintenance barn, and
2. Workers should control dust generation if soil conditions are dry. DEP may require monitoring air quality for arsenic during any future clean up or remodeling, utilities

† The USGS, DACs, and DEP have found simazine (a triazine pesticide), acephate (an orthophosphate pesticide [OP]), ethoprop (OP) and fonophos (0P) above drinking water standards or other guidance levels in golf course surface water. The additional chemicals the USGS most commonly identified were atrazine (a triazine pesticide), fenamiphos (OP), fenamiphos sulfoxide (OP), and diuron (a urea-substituted herbicide). The USGS also measured ametryn (a triazine pesticide), bromocil (a urea-substituted herbicide), chlordane (OP), diazinon (OP), diuron (a urea-substituted herbicide), isofenphos (OP), malathion (OP), methamidophos OP), oryzline (a nitro-amide pesticide), oxydiazon (an organochlorine herbicide), and pronamide (an amide pesticide). DEP and DACs also measured nitrates. For a synopsis of these studies and references, see Appendix C.

installation, construction, or other activities that would disturb soil or remove vegetation, especially near the former maintenance barn on the southern part of the site.

DOH made the Public Comment draft of this document available in early and mid-2005. We mailed the involved agency personnel (EPA, DEP and CHD), community contacts, and the development company's contractor copies of the document on March 22, 2005. Community Involvement staff mailed out about 300 fact sheets to the nearby residents announcing the availability of the report the last week of June 2005. The fact sheet summarized the findings of the report and gave our web site for a complete copy of the Public Comment Draft: http://www.myfloridaeh.com/community/SUPERFUND/PHA.htm. The fact sheet also contained a comment sheet asking for comments and questions. DOH responses to these comments and questions are included in Appendix D.

DOH will evaluate any additional test results. If additional chemicals are found at levels above their target cleanup values, DOH will re-evaluate exposure pathways and will work with DEP to assure engineering controls, deed restrictions, and other remediation options adequately address public health and future residential land use.

Purpose

The Florida Department of Health (DOH) evaluates the public health significance of hazardous waste sites through a cooperative agreement with the federal Agency for Toxic Substances and Disease Registry (ATSDR) in Atlanta, Georgia. This health assessment contains DOH's evaluation of the public health threat from chemicals found in soil, sediment, groundwater and surface water samples from the former Ponce de Leon Resort and Convention Center site in St. Augustine. DOH performed this health assessment at the request of the Florida Department of Environmental Protection (DEP).

Background

Site Description and History

The 400-acre former Ponce de Leon Resort and Convention Center is on the eastern side of U.S. Highway 1, about one-half mile south of the St. Augustine Airport, in St. Augustine (St. Johns County, Florida (Figures 1 and 2)). Ponce Associates Limited Liability Company (LLC) owns the site. In the past, the property included an 18-hole golf course and associated buildings, a Radisson hotel and convention center, a St. Augustine city water treatment plant (within an easement), and undeveloped wooded land (Figure 3). The site was a golf course from 1916 until 2003. The city of St. Augustine's planning and zoning board recently approved the site owners' plans to redevelop most of the site into 749 residential properties.

Contractors for Ponce Associates LLC prepared three environmental site assessment reports prior to Ponce Associates LLC's purchase of the site (Environmental Sciences, Inc. prepared the reports referred to as Phases I and II). Conclusions and data from these Phase I and II reports are included in the Site Assessment Report (Dominion 2003a)), which also includes additional data collected by Dominion. Information in the Site Assessment Report identified the following potential sources of contamination:

Chemical Storage and Mixing Areas

- Insecticides and herbicides were reportedly mixed outside of the south-central maintenance barn on the ground near a spigot. This barn was used for maintenance until the late 1980s.
- The new northwest maintenance building was used from the late 1980s until the golf course closed. Water from equipment washing drained to a north-central retention pond.
- Maintenance operations were carried out at the northern wing of the hotel complex.

Underground and Aboveground Storage Tanks

- The new maintenance building has a 150-gallon aboveground storage tank (AST), an empty AST, a hydraulic fluid AST, a 500-gallon unleaded gas AST, and a 750-gallon AST. The environmental site assessment reports found the concrete floor and concrete block walls of the secondary containment structure around the gas and diesel tanks did not have the required sealant.
- Stained soils were noted near the 55-gallon waste oil drums and the mineral spirits AST near the engineering/housekeeping building.

Trash Dumps

- Solid waste dumps near the south-central maintenance barn include an open equipment storage area north of the barn and nearby wooded areas along Robinson Creek.
- Vinyl siding, fertilizer bag remnants, metal, cans, bottles, and plastic lawnmower parts were noted in the central wooded area, west of the 15th hole.

Chemical Residues

- Uncapped batteries stored on an outdoor shelf near the engineering/housekeeping building were open to the rain. Lead- and antimony-contaminated fluids from these batteries may have leaked onto nearby soil.

The Phase III report noted that contamination (associated with the following site features) ***was addressed*** (Dominion 2003a).

Underground and Aboveground Storage Tanks

- Gasoline contamination associated with two tanks located south of the southern maintenance barn was resolved by a tank removal and site rehabilitation order with the Florida DEP. The groundwater monitoring wells and the remediation wells were noted in Environmental Science, Incorporated's Phase I and II letter dated October 9, 2002 included in Dominion 2003a, as their Appendix A.
- Propane-fueled water-heating units and liquid propane tanks replaced two underground fuel-oil storage tanks near the hotel. The smaller 2,000-gallon tank was removed, and the larger 3,000-gallon tank was abandoned in place. According to the Dominion Inc. project manager, neither had shown evidence of leaking. These features, along with the hotel and conference center, have since been removed.
- A 3,000-gallon underground fuel oil storage tank (next to the hotel kitchen) had been replaced with a 250-gallon fuel oil AST. This fuel heats water for the boilers and guests' hot water. These features have also since been demolished.

Ponce Associates LLC is remediating the site under the Florida Department of Environmental Protection's (DEP) Contamination Site Cleanup program. Ponce Associates LLC's former

contractor, Dominion, Inc., submitted a Contamination Assessment Report (CAR) to DEP (Dominion, 2004). The CAR states that arsenic was measured at higher levels than the rest of the course in soil on the 9th fairway. In the past, the required method for equipment cleanup following application of arsenic-based herbicides was triple rinsing. The equipment operator would treat the rough on the 9th hole with arsenical-herbicide, fill the tank with water at the nearby water supply well and then drain the tank on the same rough; repeating this process two or more times. Additional testing will show whether this tank-cleaning method was used with the application of other turf management chemicals.

When the Contamination Assessment Report characterizes site contamination and meets other statutory requirements, DEP will accept it. The contractor will then prepare a Remedial Action Plan, which DEP will accept, when the RAP meets statutory requirements. The owners will develop an approved stormwater management plan with the St. Johns River Water Management District. This plan must demonstrate that stormwater runoff will meet DEP's surface water standards, which can be ten times lower than potable water standards.

For future residential use of the site, the information currently available indicates that engineering or institution controls will be needed in some areas to prevent exposures to low levels of contaminants in soil and shallow groundwater. Any proposed controls will need to meet Contamination Site Cleanup program requirements.

Contractors demolished the older of the two maintenance facilities on the property. They removed over 800 tons of arsenic-impacted soil from around it this facility and disposed of the building and soil at a landfill. Post soil-removal analyses show some areas still contain elevated levels of arsenic. The owners plan further remedial efforts for these and other areas. The contractors have also demolished the resort facility.

Demographics

In 2000, about 2,743 people lived within a 1.5-mile radius of a point in the center of the site. Approximately 90% were white, and 6% were black. All other racial/ethnic groups made up about 6% of the total, with about 2% being two or more races (Bureau of the Census 2000). The nearest residences are on Poinciana Avenue and Mi Hogar Avenue, south of the site; on Ocean Boulevard, DeLeon Point, and 3rd and 4th Avenues north of the site; and on Avenue A west of Dixie Highway west of the site.

Land Use

The site is relatively flat and about 5 feet above sea level. One-half mile of salt marshes separate the site from the Tolomato River to the east. The Tolomato River is tidal and flows into the Atlantic Ocean about 2 miles to the southeast, through a break in the barrier islands. Several residential streets separate the property from the St. Augustine airport north of the site. A restaurant is located north of the site on U.S. Highway 1. West of the site across Highway 1 are offices for St. Johns County and some commercial establishments including offices for mobile home sales and offices for Florida East Coast railroad maintenance (the former Miller Shops). Florida DEP indicated that waste investigations are ongoing at the former Miller Shops. Poinciana Avenue, several residential streets, a Harley-Davidson store, and salt marshes lie to the south. A condominium out-parcel is present east of the hotel; this out-parcel is privately held land that is not part of the former Ponce Golf Course site.

Northrup Grumman, about a mile northwest of the site, is on EPA's Toxic Release Inventory (TRI) list and hazardous waste generating facilities list. The former Washac Industries, Incorporated, property, one-half mile northwest of the site, is an EPA CERCLA site but is not on the National Priorities List.

Schools near the former Ponce de Leon Resort and Convention Center include

- Douglas Hartley Elementary, 1 mile south of the site, and
- St. Augustine High School, 1 mile southwest of the site.

Florida DOH did not locate any hospitals or day care centers within 1 mile of the site.

Natural Resource Use

Groundwater in the surficial aquifer under the site is generally 5 feet or less below the land surface. Residences bordering the northern side of the site (up gradient) use private wells. St. Johns County Health Department personnel sampled five private wells on the streets closest to the northern part of the site in December 2003. Groundwater samples from these wells were analyzed for metals, pesticides, herbicides, and nitrates. No chemicals were measured above drinking water screening levels. City water is available for commercial, industrial, and residential use west and south of the site. No city of St. Augustine municipal water wells are down gradient of the site.

Community Health Concerns

Nearby residents are concerned that if the property is developed for residential use, people living on the site may be at increased risk for illness from exposure to soil contaminated with arsenic (http://www.savetheponce.org/).

Addressing Community Health Concerns

Existing environmental data are inadequate to assess the public health threat from future residential use of this site. While additional testing is necessary to delineate types and extents of contamination, the limited available data support DOH's recommendations for deed restrictions preventing the use of shallow groundwater for drinking or other purposes, and taking remedial actions in some soil areas. In the following section, we discuss the available data and evaluate possible health effects, which might occur from residential land use if the *soils are* ***not*** *remediated* before residences are built.

From May through September 2005, the extended Public Comment period, DOH received comments on this document. We list and address these comments in Appendix D.

Discussion

In this section, DOH reviews the available groundwater, surface water, and soil and sediment data to identify current levels of chemicals released on (or near) the site in the past. Next, we review possible ways people might be exposed to chemicals from past releases at the site. Finally, we determine whether the measured levels of chemicals might cause adverse health effects if people are exposed to them.

Public health assessments attempt to moderate the uncertainties inherent in the health assessment process by using conservative but realistic assumptions when estimating or interpreting health risks. Also, the health-based values (established by ATSDR, EPA, and DEP) that DOH uses to screen the data include wide margins of safety. The assumptions, interpretations, and recommendations made in this public health assessment are intended to protect public health.

Environmental Contamination

In this section, we review environmental data collected at and near the site since 2001. We evaluate the sampling adequacy and discuss the chemicals measured on the site. In this section, we refer to tables that list the maximum arsenic concentrations measured in groundwater and soil. While limited surface water and sediment testing was carried out, most to this data is difficult to use for site evaluation because location information is lacking. No air data were available. We selected arsenic as the contaminant of concern mainly because soil and groundwater samples were analyzed for it. DEP also asked for soil lead sampling, but the measured lead levels did not exceed the residential Soil Cleanup Target Levels. As additional information becomes available, we will also consider the following criteria:

1. Concentrations of contaminants found on the site. Contaminants are eliminated from further consideration if the typical concentrations at unpolluted areas of the site (background concentrations) and the measured on-site concentrations are below standard comparison values established by ATSDR, EPA, and DEP.

2. Field-data quality, laboratory-data quality, and sample design.

3. Community health concerns. These are concerns expressed by members of the nearby community about possible adverse health effects from exposure to site contaminants.

4. Comparisons of the maximum concentrations of contaminants identified at the site to ATSDR-published standard comparison values for contaminated environmental media for which a completed exposure pathway, or potential exposure pathway, is found to exist at the site. Standard comparison values are specific to the type of environmental media (water, soil, sediment) that is contaminated. These standard comparison values are used to select site contaminants for further evaluation. These values are not used to predict health effects or to establish clean-up levels. When site contaminants are found to have media concentrations that are above ATSDR's chemical-specific standard comparison values, the contaminant is selected for further evaluation. This does not necessarily mean that a contaminant represents a health risk. Site contaminants that fall below an ATSDR chemical-specific standard comparison value are unlikely to be associated with illness and consequently are not evaluated further unless the community has expressed a specific concern about the contaminant.

5. Comparisons of doses estimated from maximum site concentrations found in completed and potential exposure pathways to toxicological information published in ATSDR's chemical-specific toxicological profiles (available on the internet at http://www.atsdr.cdc.gov/toxpro2.html#-A-). These chemical-specific profiles summarize information about the toxicity of chemicals from the scientific literature.

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We used the ATSDR standard comparison values (ATSDR 1992, 2003), in order of priority, to select arsenic as the contaminant of concern.

1. Environmental media evaluation guide (EMEG). An EMEG is derived from the ATSDR-established minimal risk level (MRL), using standard exposure assumptions (e.g., ingestion of 2 liters of water per day and body weight of 70 kilograms for adults). Chronic MRLs are estimated levels of daily human exposure to a chemical for a period of 1 year or longer which is likely to be without any appreciable risk of noncancerous illnesses.

2. Cancer risk evaluation guide (CREG). A CREG is the contaminant concentration estimated to result in no more than 1 excess case of cancer per 1 million persons exposed during a lifetime (i.e., 70 years). CREGs are calculated from the EPA-established cancer slope factors.

3. Soil Target Cleanup Values (SCTLs). DEP developed these Soil Cleanup Target Levels for use on contaminated sites (DEP 2005).

The levels of arsenic at the former Ponce de Leon Golf Course are evaluated in the following section, along with a discussion of whether long-term, daily exposures would be likely to pose an increased risk for illness or to increase the statistical risk of cancer.

The following sections primarily discuss on-site contamination. Groundwater analyses from private wells and a few sediment samples from the adjoining marshes are the only off-site data DOH evaluated.

On-Site Contamination – For this public health assessment, *on-site* is defined as the area within the former Ponce de Leon Golf Course property boundaries (Figure 2, Appendix A).

On-Site Groundwater – Between 2001 and 2003, contractors for Ponce Associates collected 24 groundwater samples from 18 on-site monitoring wells and analyzed the samples for arsenic, insecticides, and herbicides (Dominion 2003a)[1]. Figure 4 shows the approximate locations of the monitoring wells where arsenic was measured in groundwater samples above 10 µg/L.

The groundwater samples included:

- 17 samples from 11 wells located near the southern maintenance barn, and
- 7 samples from 7 temporary monitoring wells on the golf course.

Seven groundwater samples from seven monitoring wells near the engineering building were sampled for volatile organic compounds. Two groundwater samples from two monitoring wells near the southern maintenance barn were sampled for arsenic. No chemicals were measured at levels above their drinking water standards. Table 1 summarizes arsenic levels in groundwater.

In April 2004, Dominion sampled six temporary wells where previous analyses had shown the highest levels of arsenic in soil (Dominion 2004). They located a seventh temporary well near the former maintenance building. Dominion collected five additional groundwater samples at

[1] Assessment activities at this site were performed in several stages. Environmental Site Inspections (ESI) conducted the Phase I and Phase II investigations. Strata Environmental, Strata and ESI together, and Dominion conducted follow-up activities. DOH used a summary of these studies compiled by Dominion (Dominion 2003a).

locations with the greatest potential for discharge to the marshes. These areas had elevated soil arsenic levels in the uplands and a swale that created a drainage path to the marshes.

The limited groundwater data are sufficient to determine that shallow groundwater on some areas of the site area are unsuitable for drinking or other purposes. However, additional analyses, for samples taken in other areas, or for samples taken from existing monitoring wells but including analyzes for nitrates and other turf management chemicals, could better characterize shallow groundwater contamination.

On-Site Surface Soil – Between 2001 and 2003, contractors for Ponce Associates sampled and analyzed 254 soil samples from 94 locations for arsenic (Dominion 2003b)[2]. The sample locations included:

- 48 background samples at 14 locations,
- Three samples at three locations near the engineering building,
- 48 samples at 20 locations near the south (old) maintenance barn, and
- 155 samples at 57 locations on the golf course.

Dominion collected another 214 soil samples from about 70 locations on the golf course, pitch and putt, and practice holes and had the soil samples analyzed for arsenic. Dominion took these samples to provide additional information for areas where arsenic had been detected above the DEP residential soil target clean-up level in earlier analyses (Dominion 2003b). Eleven of these were composite samples to show what might be encountered in an excavation, such as for a swimming pool. Table 2 summarizes arsenic concentrations in surface soil (0-2 feet). We call these soil samples "surface soil" samples throughout the document.

For theses initial samples, contractors analyzed most of the non-background soil samples for arsenic alone. They only analyzed the few following samples for other chemicals:

- Four golf course soil samples and seven pond sediment samples (from one pond) for herbicides and insecticides, and
- Two soil samples from a dump near the old maintenance barn for metals, herbicides, insecticides, and volatile organic compounds.

In February and March of 2004, Dominion sampled 74 additional soil locations to increase the areal sampling location density and better delineate areas where arsenic was above the Florida residential Soil Cleanup Target Level. Dominion took duplicate samples at 18 locations, for 92 total additional soil samples. They analyzed all 92 samples for lead and arsenic (Dominion 2004).

During the Public Comment period, one of the developer's contractors sent DOH a summary table of persistent organic pollutants that had been analyzed for in site soil samples collected between January and May of 2005. While only a maximum value and number of samples above the soil SCTL are listed for each chemical, the summary list indicates that between 15% and 19% of the 359 soil samples analyzed had chlordane, dieldrin or heptachlor epoxide above their SCTLs.

[2] See comment in previous footnote.

DEP will require pilot tests of any remediation methods the contractors propose to show the "Conceptual Remedial Approach" can meet the residential Soil Cleanup Target Levels for any identified chemicals. DOH recommends the pilot tests include chemical measurements for pesticides, herbicides, and metals, so they can use these results to address potential soil exposures for future residential site use. This could be particularly important for the area around the southern maintenance barn (OMB) where there are likely to be other turf management chemicals in the soil.

In addition to soil contamination of the golf course by turf management chemicals, the Phase I, II and III assessments identified other potential sources of soil contamination that were not addressed in the CAR. There could be other chemicals on the site, including:

1. lead and antimony in surface soil near the engineering building,
2. metals and volatile organic compounds in stained surface soil near the engineering building,
3. volatile organic compounds, pesticides, herbicides and metals in surface soil in the hotel maintenance area and the new golf maintenance area in the northwestern part of the site, and insecticides, herbicides, and metals associated with soil in the former layout of the golf course (Dominion 2003a).

On-Site Subsurface Soil – DOH compiled maximum chemical concentrations of arsenic detected in on-site subsurface soil samples (Table 3). Table 3 summarizes the 14 recent subsurface soil test results in row one, Dominion took these samples after the soil removal near the former maintenance barn (Teaf, 2004). We summarize the remaining data in row two; these *116 results are from samples taken prior to preparation of the Contamination Assessment Report* (Dominion 2003a) *and the removal of the former maintenance building and nearby soil*. In general, most of the arsenic values measured for subsurface soil were less than the arsenic levels measured in surface soil.

On-Site Surface Water – Between 2001 and 2003, contractors for Ponce Associates sampled and analyzed three on-site surface water samples for arsenic. Their laboratories did not detect arsenic in the creek outfall sample from the water retention pond (northern part of the site) or in a second sample taken in Robinson Creek near the end of Ponce Island Drive Bridge. Dominion did not report analytical results for a third surface water sample taken in a salt marsh east of the 5th hole (Dominion 2003b). In 2004, Dominion sampled surface water in 13 additional ponds on the site for the CAR. They analyzed these samples for arsenic; only one sample from a pond between the 6th and 7th holes had arsenic above the current Primary Drinking Water standard (10 µg/L).

HSWMR (2005) sent DOH the surface water data for seven ponds Dominion Inc. sampled for organochlorine pesticides. None of these analyses detected organochlorine pesticides above the surface water target cleanup levels and no locations were given for the samples except an aerial photo with labeled surface water bodies. The outfall pond for the second maintenance-building parking lot was also reportedly sampled, but neither the results nor sample locations were available to DOH.

For the purpose of this public health assessment, the site owners have not adequately characterized surface water quality. Surface water exposure is not likely at this time, since the site is under development. Surface water samples from marsh outfalls, and Robinson Creek should be analyzed for insecticides, herbicides, metals, and volatile organic compounds.

According to DEP, the developers will need to obtain an approved stormwater management plan with the St. Johns River Water Management District. This plan will need to demonstrate that the stormwater runoff will meet the appropriate Florida surface water standards (freshwater or marine), which often differ from potable water standards.

On-Site Sediment – Between 2001 and 2003, contractors for Ponce Associates sampled seven sediment samples from a pond in the northern part of the site for pesticides and herbicides. None was present above residential SCTLs. For the CAR, Dominion sampled 26 on-site pond sediment locations for arsenic. None showed arsenic above the Sediment Quality Assessment Guideline threshold effect level (TEL)—9.8 mg/kg for benthic organisms in inland waters. Additional sampling could demonstrate that other persistent organic pollutants or metals are not present in these ponds.

On-Site Air – DOH is unaware of any current or previous on-site air monitoring data.

Off-Site Contamination – For this public health assessment, DOH defines *off-site* as the area outside the former Ponce de Leon Golf Course property boundaries (Figure 2).

Off-Site Groundwater – On December 29, 2003, St. Johns County Health Department staff sampled five private wells north of the site. The sampler reported sampling two wells on 3rd Street, two wells on 4th Street, and one on the corner of 4th Street and Ocean Boulevard. The sampler reported the wells are less than 100 feet deep and are screened into a shell bed in the surficial aquifer. The wells on 3rd Street and 4th Street supply rental housing. The DOH laboratory analyzed these samples for metals, pesticides, herbicides, and volatile organic chemicals. The laboratory did not detect any of the chemicals analyzed for at levels above the health-based screening values. Additional testing on the site to delineate groundwater contamination plumes will indicate whether further off-site testing of groundwater is needed. However, for public health purposes, off-site groundwater testing is adequate for this health assessment.

Off-Site Sediment – For the Contamination Assessment Report, Dominion (2004) sampled wetland sediments at 18 locations bordering the site; 12 of the locations are associated with the Tolomato River, 4 with Robinson's Creek, *and 2 unknown*. Dominion analyzed these samples for arsenic. Only two samples on Robinson's Creek were above the arsenic residential SCTL (MS-12 near the ninth fairway former cart path and MS -15 near the 18th fairway). MS-15 was the only sample location where arsenic was also above the guideline for aquatic organisms (the Sediment Quality Assessment Guideline, Threshold Effect Level, or SQAG TEL — 7.2 mg/kg for coastal waters). The CAR describes this location as a 20 by 20 foot area in the marshes where grass clippings were dumped. It is unclear how Dominion decided the size of the impacted area. Additional sampling could demonstrate that other persistent organic pollutants are not present in these off-site sediments.

Quality Assurance and Quality Control – The completeness and reliability of the referenced environmental data determine the validity of the analyses and the conclusions we draw for this public health assessment. DOH used existing environmental data to prepare this public health assessment. We assumed that these data are valid. Governmental agencies oversee the consultants and laboratories that collect and analyze these samples. Dominion did not report all of its analytical results nor did it show all of its sampling locations. Nonetheless, DOH did consider Dominion's analytical data when evaluating the site.

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ATSDR

Exposure Pathways

Chemical contaminants in the environment can only be harmful to public health if people are exposed to them. It is essential to determine or estimate the frequency of contact people could have with hazardous substances to assess the public health significance of the contaminants.

To determine whether people can be exposed to contaminants at or from a site, human exposure pathways are examined. An exposure pathway has five parts:

1. a contaminant source,
2. an environmental medium like groundwater or soil that can hold or move the contaminants,
3. a point at which people come into contact with a contaminated medium, for example, a drinking water well or garden soil,
4. a route of exposure, such as drinking contaminated water from a well or eating contaminated soil on homegrown vegetables, and
5. a population that might be exposed to the contaminants.

An exposure pathway is eliminated from consideration if one or more of these five parts is not present and is unlikely to be present ever.

Completed Exposure Pathways

Completed exposure pathways have all five parts present, and exposure to a contaminant has occurred in the past, is occurring in the present, or will occur in the future. Former turf maintenance workers or others may have handled or transported pesticides or soil with pesticide residues. Exposures could have been through the skin, incidental soil ingestion, or inhalation of dust or other air components (Table 4).

Workers may have been exposed to arsenic, especially in the distant past, before such exposures were regulated. DOH does not have any personal monitoring data from 1916 to the present from which to ascertain whether working conditions presented conditions hazardous to workers' health.

Potential Exposure Pathways

Potential exposure pathways have one or more of the five parts missing now, but could become a completed pathway in the future, or could have been a completed pathway in the past. Remediation, construction, or landscaping workers could be exposed to arsenic through incidental ingestion or skin contact with on-site surface soil, or through inhalation of dusts, currently, or in the future. Clean-up work, construction, or other activities such as mowing might provide incidental exposure to contaminants in surface soil or dust especially near the old maintenance building (Table 5).

Site contamination has not been completely characterized. With testing for additional chemicals, in additional locations, more chemicals may be identified. When remediation begins, additional areas of contamination (for example–forgotten or buried dumps) may be identified. Therefore, DOH recommends workers follow proper industrial hygiene safety measures for remediation of the site.

To demonstrate the necessity of carrying through site remediation, DOH calculated people's exposures as if the site were not remediated before residences were built. If the site was not remediated, future residents could accidentally eat small amounts of contaminated soil they get on their hands or on homegrown vegetables, or they could have skin exposure to soil contaminants. Future residents could theoretically breathe contaminated dust from soil and sediment, if these media are not adequately characterized and remediated.

Site access is not currently restricted, and children might trespass on the site. However, such trespassing exposures would have been more likely during the period beginning when the course closed in 2003 and ending when site remediation began, as staff and contractors are more likely to be present on the site currently. In addition, the potential for repeated trespass visits to the exact spot having the greatest amounts of measured contamination is unlikely because the site is very large.

DOH recommends the use of deed restrictions prohibiting the use of shallow groundwater for drinking or other purposes, in addition to further investigation of the type(s) and extent of groundwater contaminants. Such deed restrictions will assure that if site use changes, people will not use contaminated groundwater for drinking or otherwise be exposed to contaminants in the groundwater, via aeration, or though incidental ingestion of contaminated vegetables or fruit.

Because the site developers have not adequately characterized the extent of contamination in all environmental media (or the data was not available when this draft was released for soil, groundwater, sediments or surface water), we categorize some pathways as "incomplete" (Table 6). Inadequate site media information, when addressed, *could show whether additional areas or types of contamination exist on the site*. The Recommendations section contains our recommendations for additional testing.

Public Health Implications

Although site assessment is incomplete, the following sections discuss exposure levels and possible health effects that might occur if people were exposed daily to the highest measured levels of arsenic found on and off the site. We discuss arsenic exposure levels in tiers and by medium; arsenic levels below the screening value are not discussed. Our assessment of the limited data shows that the remediation options, deed restrictions, and engineering controls DEP allows with Consent Order remediation should be used to prevent future exposures based on anticipated future residential land use. Workers currently on the site should avoid working in dusty conditions and should limit hand-to-mouth behaviors that could increase their inhalation and incidental ingestion exposures.

Because of Consent Order remediation requirements, DOH does not expect the residential exposure assumptions we made to evaluate public health risks to be valid for future residential and/or industrial/commercial land use. We evaluate theoretical long-term daily exposure outcomes to demonstrate the need for fulfilling the Consent Order remediation requirements. Insufficient information on the following parameters might limit this evaluation:

- Environmentally persistent organic chemicals other than arsenic that were used on the site,
- Areas where environmentally persistent organic chemicals were used, and
- Exposure pathways that we might not know about.

Toxicological Evaluation

This subsection discusses exposure levels and possible health effects that might occur in people exposed to the highest levels of arsenic measured at the site. We also discuss general ideas, such as the risk of illness, dose response and thresholds, and uncertainty in public health assessments.

To evaluate exposure to arsenic at the site, DOH estimated a daily dose for children and for adults. Kamrin (1988) explains the concept of dose in the following manner:

> . . . all chemicals, no matter what their characteristics, are toxic in large enough quantities. Thus, the amount of a chemical a person is exposed to is crucial in deciding the extent of toxicity that will occur. In attempting to place an exact number on the amount of a particular compound that is harmful, scientists recognize they must consider the size of an organism. It is unlikely, for example, that the same amount of a particular chemical that will cause toxic effects in a 1-pound rat will also cause toxicity in a 1-ton elephant.
>
> Thus instead of using the amount that is administered or to which an organism is exposed, it is more realistic to use the amount per weight of the organism. Thus, 1 ounce administered to a 1-pound rat is equivalent to 2,000 ounces to a 2,000-pound (1-ton) elephant. In each case, the amount per weight is the same; i.e., 1 ounce for each pound of animal.

This amount per weight is the *dose*. Dose is used in toxicology to compare the toxicity of different chemicals in different animals. The units of milligrams (mg) of contaminant per kilogram (kg) of body weight per day (mg/kg/day) are used to express doses in this public health assessment. A milligram is 1/1,000 of a gram (a gram weighs about what a raisin or paperclip weighs); a kilogram is approximately 2 pounds.

To calculate the daily dose of each contaminant, we used standard assumptions for body weight, ingestion and inhalation rates, duration of exposure (period), and other factors (ATSDR 1992, EPA 1997). *To calculate future theoretical doses*, we assumed that people are exposed daily to the maximum concentration measured at the site for each contaminant in each environmental medium. ATSDR's toxicological profiles on contaminants separate exposures into three exposure routes—inhalation, ingestion, and dermal (skin) exposure. For each of these exposure routes, ATSDR also groups health effects by duration (length of time) of exposure. Acute exposures are those with duration of 14 days or less; intermediate exposures are those with duration of 15–364 days; and chronic exposures are those that occur for 365 days or more (or an equivalent period for animal exposures). ATSDR's toxicological profiles also provide information on the environmental transport and regulatory status of contaminants.

To estimate exposure from incidental ingestion of contaminated soil or groundwater, DOH used the following assumptions (EPA 1997):

1. children 1–4 years of age ingest an average of 200 mg of soil and an average of 1 liter of water per day,
2. adults ingest an average of 100 mg of soil and an average of 2 liters of water per day,
3. children 1–4 years of age weigh an average of 15 kg,
4. adults weigh an average of 70 kg, and

5. children and adults ingest contaminated soil at the maximum concentration measured for each contaminant.

Site workers may have been exposed to soil, dust, or products that contained arsenic or other chemicals in the past. However, because no air monitoring or other personal-exposure data exist for workers at this site, determining the probability for illness from past exposures would be difficult. Proper use of the site Health and Safety plan should assure current workers are not exposed to elevate levels of chemicals.

We interpret the potential health risks of residential exposures in the following sections. Tables 7 through 9 show the maximum estimated exposure doses for measured levels of arsenic, assuming people would have daily, long-term exposures in a setting where they might be exposed to contaminated soil or contaminated shallow groundwater.

Arsenic

Long-term ingestion of contaminated shallow groundwater with the highest measured levels of arsenic (from near the old maintenance barn), as drinking water, would result in the highest exposure levels to on-site contamination. There are no potable wells currently developed in this shallow groundwater. As discussed previously, these evaluations were performed to support the recommendation that deed restrictions be implemented prohibiting the future use of shallow groundwater for potable and other uses.

If children or adults were to drink water contaminated with the highest measured level of arsenic, daily, for a year or more, they could become ill. Health effects from daily, long-term ingestion, at the doses we calculated for the highest measured arsenic levels in groundwater, might include the following diseases or symptoms:

- nausea, stomach cramps, or pain,
- weight loss,
- precancerous patchy increases and decreases in skin pigmentation,
- bronchitis,
- blackfoot disease,
- gangrene,
- increased risk of ischemic heart disease[3],
- increased disease of the blood vessels of the brain,
- stroke in the blood vessels of the brain,
- constriction of blood vessels to the hands and feet (Raynaud's Disease),
- blood clots (thrombosis),
- high blood pressure in the liver,
- swollen liver,
- bleeding of the esophageal varices[4],
- vomiting blood, or
- bloody stools.

[3] Decreased blood flow to the heart due to circulatory problems.
[4] Longitudinal venous enlargement at the lower end of the esophagus that may develop due to high blood pressure in the liver. Esophageal varices also may burst and bleed.

Long-term ingestion of water with the highest measured arsenic level might result in a moderate to high increased cancer risk. Children's increased cancer risk might be moderate (2 additional cases in 1,000 persons) and adult's increased risk might be high (7 additional cases in 1,000 persons which rounds up to1 in 100). From lowest to highest dose cancer effect levels, chronic arsenic exposures have been linked to lung cancer, basal and squamous cell skin cancers, liver cancer (haemangioendothelioma), urinary tract cancers (bladder, kidney, ureter, and all urethral cancers), and intraepidermal cancers (ATSDR 2000).

With residential land use, the next highest exposure levels could come from surface soil near the old maintenance barn. We calculated exposure levels to soil for children and adults using the highest measured current arsenic levels (Table 7) [Teaf 2004]. We express exposure levels as doses. While, the adult dose is not likely to increase risk for non-cancer illness, the children's dose could pose an increased risk for neurological symptoms: fatigue, headache, dizziness, insomnia, nightmares, and numbness. Increases in cancer risks for both children and adults having daily, long-term exposures to the highest level of arsenic measured in soil might be low: an estimate of 1 increased case in 10,000 persons. The increased risk of cancer from dust inhalation might be 6:1,000,000 for children and 1:100,000 for adults.

The chronic soil ingestion dose we calculated for children (*for the highest level of arsenic measured on the rest of the property—the pitch and putt range*) was slightly greater than the No Observed Adverse Effect Level (NOAEL) from a human medical study showing gastrointestinal irritation, diarrhea and nausea as symptoms. That is, the dose we calculated was between the NOAEL and the LOAEL—*the Lowest Observed Adverse Effect Level, and was closer to the NOAEL.* The dose we calculated was also equal to or below NOAELs from all other reported studies reporting non-cancer health effects. The theoretical increased risk for cancer for children and adults, (for daily, long-term exposure to the highest arsenic level measured on the pitch and putt range and to subsurface soil at the old maintenance barn) are 4 and 5 additional cases in 100,000, respectively. Daily inhalation of dust with the highest measured arsenic level could increase theoretical cancer risks by 2 in 1 million for children and adults.

We only estimated dermal exposure for skin contact with groundwater. Adverse effects from dermal exposure to organic or inorganic arsenicals have not been extensively investigated. ATSDR's arsenic toxicological profile located three animal studies (ATSDR 2000). Skin contact is a concern at high arsenic exposure levels in humans. These studies indicate that low levels of arsenic exposure, like those expected from the amounts measured on most of the site, are not likely to pose an increased risk for significant skin irritation. Moreover, as no one is currently using contaminated groundwater from the site, dermal exposure to arsenic-contaminated groundwater is not a pathway of concern.

Child Health Considerations

ATSDR and DOH recognize that the unique vulnerabilities of infants and children demand special attention (ATSDR 1998). Children's smaller sizes result in higher doses of chemical exposure per body weight than for adults. DOH recognized this in the Public Health Implications sections, wherein children's theoretical exposures were presented as having the most significant potential noncancer health effects. If toxic exposures occur during critical growth stages, children's developing body systems can sustain permanent damage. Children breathe dust, soil, and heavy vapors closer to the ground than adults do. Because they play outdoors and because they often carry food into contaminated areas, children are more likely to be exposed to

contaminants in the environment. Probably most important, however, is that children depend on adults for risk identification and risk management, housing, and access to medical care. Thus, adults should be aware of public health risks, so they can guide their children accordingly.

In recognition of these concerns, ATSDR developed the chemical screening values for children's exposures that were used in preparing this report.

Other susceptible populations may have different or enhanced responses to toxic chemicals than will most persons exposed to the same levels of that chemical in the environment. Reasons may include genetic makeup, age, health, nutritional status, and exposure to other toxic substances (such as cigarette smoke or alcohol). These factors may limit that person's ability to detoxify or excrete harmful chemicals or may increase the effects of damage to their organs or systems.

Health Outcome Data

DOH has not investigated health outcome data for the area near the site. The levels of chemicals on the site are being investigated because the land use is changing, not because chemicals were thought to have been improperly used on the site or because they were known to have migrated off the site. While nearby residents did not ask DOH to investigate the cancer rates for their neighborhood, if they had, such an investigation would have been problematic because we do not have information that shows there would have been off-site exposure pathways or points of exposure, to elevated levels of chemicals.

Conclusions

DOH categorizes the former Ponce de Leon Golf Course as an "indeterminate public health hazard" for past, current, and future exposures as potential areas of contamination identified in scoping documents (the Phase I, II, and III site assessments) have not been addressed. Nevertheless, arsenic could be a "public health hazard" if the arsenic found in the soil were not cleaned up and land use changed to residential. Only very limited data on persistent organic chemicals used in turf management is currently available. Nonetheless, DOH evaluated the available site analytical data in the context of future residential development. Even based on incomplete site contamination information, we recommend the use of engineering or institutional controls to prevent future exposures to contaminated soil and contaminated shallow groundwater consistent with DEP's requirements for cleanup of contaminated sites. Under DEP's direction, some of the most contaminated soil has already been removed from the site.

To evaluate the available data, DOH estimated residential exposure levels (in amount per body weight) assuming daily contact with the highest *currently* measured arsenic levels on the site. We refer to these estimated exposure levels as "doses". The adult soil dose is not expected to cause non-cancer illness, but the child soil dose *could pose an increased risk of illness for children having daily, long-term exposures*. Shallow groundwater is not currently used, and we do not know if it was used in the past (or if it was used, if it could have been contaminated at that time).

Remediation Cleanup Target Levels for soil will likely be residential for most areas of the site, and commercial or industrial for limited areas, based on future development plans. The owners' development company is assessing the site contamination and planning site remediation under the terms of a Consent Order with the DEP. At this time, DEP has requested analysis of site

media to supplement the Contamination Assessment Report. The developer may use a variety of actions to remediate the site. These could include engineering controls, soil remediation, and deed restrictions to assure future residents or industrial or commercial workers are not exposed to contaminated soil, sediments, surface water or groundwater.

The Contamination Assessment Report does not make it clear that potential areas of contamination identified in the Phase I, II and III assessments have been addressed. We list specific potential areas of contamination, specific media, and potential chemicals or chemical groups that media in these areas should be analyzed for, in the following recommendations section.

Currently, site access is not restricted, and persons might trespass on the site. Vegetative soil covering and the expanse of the site limit the likelihood that trespassers would have repeated exposures to soil having the highest levels of contamination.

The St. Johns County Health Department sampled the nearest private drinking water wells, located north of the site, in December 2003. They had the samples analyzed for metals, pesticides, volatile organic compounds, and nitrates. The DOH laboratory did not detect any chemicals at levels above their drinking water screening or guidance levels. Water from St. Augustine Public Water System wells is available to residents south and west of the site. The developer says future site residents will use public water.

Recommendations

Site remediation involves determining the location and level of site contaminants, and then planning to bring the contaminated media to acceptable levels with respect to human health (for residential land use) or developing alternative ways for preventing people's future exposures. Remediation occurs when the approved plans are carried out.

The developer will characterize locations and levels of contaminants on the site. Surface water on and near the site has mainly been tested for arsenic and needs to be tested for other turf management chemicals[†]. Based on sampling at other golf courses, surface water could contain elevated levels of nitrates and other chemicals (Swancar 1966, DERM 2002). DEP may not require further characterization of groundwater if the developer can show that groundwater does not discharge to offsite surface water and that deed restrictions will prevent on-site exposures.

If the developer plans to mix clean soil with the contaminated soil to reach the residential Soil Cleanup Target Level for arsenic, DEP and the developer will verify that the soil meets residential Soil Cleanup Target Levels, which are health-based. The areas of greatest arsenic contamination may be the most likely to contain other persistent turf management chemicals. These areas include the 9th fairway and the areas around the (former) old maintenance barn. Sediment remediation should also address environmentally persistent turf management chemicals used in the past and testing should demonstrate the remediated sediments meet state guidelines for all contaminants. Specific areas of concern include the grass-dump in the marshes near the 18th hole and areas in Robinson Creek nearest the (former) old maintenance barn.

† Pesticides, herbicides, metals, nitrates and volatile organic compounds may be used in turf management.

DOH recommends additional sampling should address potential contamination areas identified in the Phase I, II, and III assessments. Ponce Associates LLC's contractors should:

- test soil and groundwater near the engineering building outdoor battery storage for lead and antimony,
- test stained soil near the engineering building for volatile organic compounds, semi-volatile organic compounds, and metals,
- test soil and groundwater from the hotel maintenance area and the new maintenance area for volatile organic compounds, pesticides, herbicides, and metals,
- test surface water from the new maintenance area drainage pond for volatile organic compounds, pesticides, herbicides, and metals, and
- test soil and groundwater near the old maintenance building and the old maintenance building dump, the dump west of the 15th hole, and the older golf course layout (Dominion 2004, Attachment A) for nitrates and other turf management chemicals.

At this time, site access is not restricted. However, although the potential for trespassers to incidentally ingest contaminated soil or inhale contaminated dust from the specific areas with the highest measured levels of arsenic could be limited by vegetation and by the 400-acre size of the site, DOH's evaluation of actual health risks is limited by incomplete site assessment. As a result, until site assessment and remediation are complete, DOH recommends the following precautions:

1. Persons, but probably more accurately current workers, should avoid dust inhalation or hand-to-mouth contact with contaminated surface soil near areas of known arsenic contamination, and
2. Workers should control dust generation and monitor air quality for arsenic during any future clean up or remodeling activities, utilities installation, or construction or other work that would disturb soil or remove vegetation in known areas with elevated arsenic, or areas of potential contamination.

Public Health Action Plan

This section describes what DOH and ATSDR plan to do at this site. The purpose of a public health action plan is to reduce any existing health hazards and to prevent any from occurring in the future. DOH will do the following.

1. Evaluate additional test results for public health implications.
2. If the owner's contractor finds additional chemicals at levels above their Cleanup Target or other guidance levels, DOH will re-evaluate exposure pathways and will work with DEP to assure that engineering controls, deed restrictions, and remediation options adequately address public health and changes in future land use.

Public Comment Period

Florida DOH provided an opportunity for the public to comment on this public health assessment and proposed activities. DOH mailed fact sheets announcing the report in early May 2005 and we received most comments by the end of June. DOH did address comments received as late as

ENCLOSURE 7
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October 2005. The public comment period provides residents near the site an opportunity to comment on the public health findings contained in the public health assessment, allows DOH to evaluate whether we have adequately addressed the community health concerns, and allows DOH to gather additional information on potential or completed exposure pathways. In Appendix D of this document, we address the comments and questions we received.

PERMITS/INSP PAYMENT RECPT#: 11377865
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/11/22 TIME: 09:36
CLERK: cbrown DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 50.00

AMOUNT PAID: 50.00

PAID BY:
PAYMENT METH: CHECK
919
REFERENCE:

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00

CITY OF GULFPORT PLANNING COMMISSION

2207PC126

TRANSCRIPT OF HEARING

June 23, 2022

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TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 23RD DAY OF JUNE 2022 COMMENCING AT 4:30 P.M. AND REPORTED BY NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

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COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
BRANDON ELLIOTT
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

NOT PRESENT:

B.J. SELLERS

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

HON. HUGH KEATING, Commission Attorney

13. General Plan 2207PC126

MR. WILLIAMS: Again, we mentioned this earlier, but a couple of things.

If you're new just coming in, please be sure to sign in at some point the list on the back so we'll have an official record of who was here.

Those of you that wish to speak on this case, the way we'll handle this is we'll allow the applicant to state their case, and then after they state their case, we'll ask if there's anyone else here to speak for the request, and then ask if there's anyone here to speak against the request.

Those of you that are speaking against the request certainly come up. We will ask everyone after the applicant to try your best to limit your comments to five minutes. We did that on a case that had several people here earlier. It worked out really good. The attorneys in the room had a few issues with it, but we got it straightened out. So if you can limit it to five minutes.

If you are going to say the same thing that someone else has just said, more than happy if you say that I agree with everything that's been said to this point, but here's my new information that I would like to give to you.

You do have to speak tonight in order to be heard at the City Council meeting, and if you want to be

part of the official record you do have to speak.

Have one of the speaker cards filled out. If you haven't done it, they're on the back. When you come to the table, give us your name and address for the official record, and then start your comments.

We appreciate everybody being here. Those of you that don't know, Ole Miss did win. They're going to the College World Series. So that's all right. So Mississippi school, that's good.

Matilda, anything else we need to cover before we get started?

All right. Thank you so much.

Can we get the next case announced, please?

MS. WELCH: General Plan Case Number 126 has been duly and timely noticed as required by law. The applicant requests approval of general plan for a 177 lot and nine outparcel subdivision, The Great Southern Subdivision, 2000 Beach Boulevard, zoned R-1-7.5 single family, Ward 2. A copy of the packet considered is hereby offered to the record.

MR. WILLIAMS: Thank you, Matilda, appreciate it.

Who's going to present the case tonight?

MR. STIEFFEL: Good evening. My name is Dennis Stieffel. I'm project engineer for the proposed

development on behalf of ArborSites and Gordon Thames.

We are here to present a petition to allow the general plan approval for a 50 acre, roughly 50 acre site.

Let me give my name. Dennis Stieffel, 13061 Shriners Boulevard, Biloxi.

MR. WILLIAMS: Thank you.

MR. STIEFFEL: The subdivision consists of 177 lots. The application actually states 177 lots. Since that time the application was submitted, we've been massaging the project and the construction plans, finalizing construction plans, meeting with a number of city officials and residents with communities, and we've actually reduced the number of lots to 174 lots now. So that's what's actually being proposed tonight.

The density is estimated just a little bit over three lots per acre for this project.

The site is currently zoned R-1-7.5 single family. And the proposed project provides a very attractive well-planned community with nine green space common areas designed by a landscape architect which will be owned and maintained by the homeowners association perpetually.

These green space areas, parks if you want to call them, they'll be private parks. They'll be owned by the residents, the homeowners association of the project.

Most of these park areas, these green space areas, contain large ornamental Live oak trees and other magnolia trees.

And also the clubhouse that's there now, the developer intends to overhaul the clubhouse, upgrade it dramatically, add swimming pools, courts, ball courts, pickleball, these types things, along with other amenities in that large clubhouse site, common area.

These homes will be fee simple market rate homes, not government subsidized. The value of these homes will range from possibly as low as three hundred thousand to well over three-quarters of a million dollars. Of course, the project stretches from Highway 90 to the railroad track. This particular project does not go north of the railroad track.

The project that's proposed does not require any rezoning, variances, conditional uses, special uses, any other types of approvals. We tried to design the project and plan the project to comply with all the existing codes so we don't have to have any special approvals.

The site could support well over 200 homes, but the developer has chosen to have less lots and include some larger lots to enhance the overall aesthetics of the development.

The developer in this case is also going to

be the builder. The developer is not planning on selling these lots to builders. He's planning on building every one of these homes out to the end, all 174 homes.

The roadway and utilities will be just conventional standard combined 70 foot wide right-of-way and utility easements. So they will be a total of 70 feet width to be able to maintain the roads and drainage and water and sewer.

The existing utilities and infrastructure that are in place and operational are more than adequate to handle the additional demand of the proposed project. And the developer agrees to provide any offsite improvements or pay for any offsite improvements if any are determined to be needed. There are none needed at this time that we're aware of.

We've met with engineering and public works on multiple occasions, and we don't see any concerns or any issues with the existing utilities.

The project is being designed so that no offsite drainage -- no onsite drainage is released onto any of the adjacent properties anywhere around the perimeter of the subdivision. So the entire piece of property to our fence line is all being collected, all the drainage is being collected within the subdivision and then transported out to the outfall.

Additionally, there are some areas around adjacent to our project, and in this case all the construction plans are done, so we know every detail about the drainage. We've positioned drainage inlets around the perimeter of the property on a -- very close together so that the adjacent homeowners have a place to drain their back yards if they have drainage issues, but certainly to collect the drainage in the back yards of the proposed subdivision.

We don't want and will not allow any drainage within this proposed subdivision to be released onto other people's property outside of the project limits.

The proposed design not only satisfies the needs of the immediate project, but also addresses some existing ongoing drainage issues that the city has. When we met with the residents on multiple occasions -- and we do that on purpose because we're trying to figure out if there are any issues that might be -- that the city may have or the residents may have, and we were shown pictures of, in some cases I think over on Southern Circle where they have as much as two feet of water flooding in the streets there.

And so what we try to do as a rule of thumb, we're not perfect, but we try to leave things better than we find them. And this particular case is a pretty simple solution. We can actually are planning on adding a drainage

inlet in Southern Circle which is not in our subdivision and pulling that drainage into our project and draining it out to the Gulf so it solves the city drainage project and for the residents there on Southern Circle.

There are things like that that we can do to improve the whole community, not just our project area, and we try to make every effort to do that that we possibly can within reason.

The layout takes into account input provided by traffic engineers, by the traffic engineer's report in determining the most efficient and safe ways to handle traffic. The existing capacity of the MDOT Beach Drive Frontage Road, Highway 90, DeBuys Road, and Anniston Avenue according to the traffic engineering report provided to the city is adequate to handle the anticipated relatively minor increase in traffic.

The planning department has recommended that a connection be made to the north end of Southern Circle. And while we agree that this could be beneficial to both communities, we are certainly willing to eliminate this connection if the planning commission so desires or possibly provide a gate and Knox Box if the planning commission feels like that would be in order.

We really are willing to do whatever the city wants us to do from a safety standpoint and access. We're

willing to build a street there and connect to Southern Circle if that's what the city wants us to do. We're willing to not do it if the city would prefer that option.

At this point, the planning department has made it clear that they would like to see that connection made maybe with a Knox Box. I think that was a tentative agreement was to put a Knox Box so the traffic is not allowed to and from other than emergency traffic, first responders.

There are a number of protected trees on the site, and it's the developer's strong desire to save as many of them as possible, especially the larger trees. We are currently in communication with several of the neighbors, adjacent neighbors, around the perimeter of the subdivision in an attempt to make every effort to maximize -- to minimize or eliminate any potential damage to these trees.

In a subdivision like this when you design these things, you're required to locate all the protected trees and account for them on the property. And we have done that. What you're not required to do is locate everybody else's trees around the perimeter.

In this case, there's a small handful, maybe half a dozen or so, good-sized oak trees that are within 10, 15, 20 feet, maybe more, of our property line. And what we've already done and we may be doing a little bit more of

this is tweaking our drainage plan just slightly to minimize and eliminate potentially damaging root systems to these trees, even though they're not on our property.

We have no problem, we like -- the trees are going to look just as pretty on that side of the fence as they will on our side. So we are willing to make accommodations and we are meeting with the residents, have already met with some of them, and willing to meet with others if people have issues or concerns with their trees in their back yard, to try to do everything we can to make sure we don't adversely affect these trees.

The infrastructure itself, the roads, the streets, the drainage, utilities, will impact virtually no trees. So the entire subdivision can be constructed saving virtually every protected tree on site. There will be some trees that may need to be pruned. One or two may need to be removed to make room for housing, but not many. It might -- just a small, just a few. But virtually there may be one or two trees, small trees that we have to remove that may fall within the drainage easement. We may be able to save those trees. It just depends as we get out there in construction and see what the root systems look like. And sometimes these root systems are not centered up on trees. And so you kind of make that decision as you move it.

But there's only about two tress that may

need to be removed, smaller trees, that fall within the drainage easement. And these drainage easements are where flooding is existing, the drainage is not a good situation, and this is kind of north of Mockingbird subdivision and west of Venetian Gardens. And there's some drainage there that needs to be put in there.

It will make a big difference in draining Venetian Gardens. It will make a big difference in draining Mockingbird. It will help the city immensely with the drainage situation there. We're willing to go ahead and do that and grade the site, the lots and everything, to drain into that.

These inlets will be there for the neighbors to use, also. So the existing neighbors will have the ability to tie their drainage in and grade their yards into these new drainage systems, these new drainage inlets, and it will dramatically improve any ponding or flooding that's going on in their rear yards.

Any trees that cannot be saved that are protected will be mitigated with new trees in locations that will be aesthetically pleasing and facilitate healthy and long-term growth.

This development is modeled similarly to many other local successful projects, and the developer intends to landscape the entire project in providing large oak and

green space areas.

With that, I'd like to ask if the planning commission wouldn't mind if we showed a few slides. We've got them loaded up in the computer. And I have Don Parker with PDM Residential Design. I'd like to have him just show you guys. We've been through this several times with the neighbors and with the city, but you guys have not seen these slides. It shows pictures of the houses, the elevations, some of the interior decorations, the designs and things like that. And I think it's important for you all to see all that. It won't take long. And then we'll pick up in just a minute.

MR. PARKER: Hello. I'm Don Parker, Parker Design Management in Biloxi. I've been with Parker Design Management for 20 years designing homes here on the coast and just excited about getting this project and working on it, making nice coastal homes in a beautiful location.

So as you can see from some of the slides here, we're doing southern coastal style homes in here, and we're doing one, two, and three story homes.

We've reached out to local realtors, talked to them about what people are asking for and what things are hot sellers, and we're trying to implement all these designs in there, a lot of large pantries, sometime even prep kitchens, doing large master suites, a lot of really nice

products.

Just kind of thumb through a few of those if you don't mind, kind of page down through them, and you'll see where we have right now over 30 different plans that we're putting in here, and there will be reverses and there will be different facades on some of those plans even. And we're actually working on creating even more.

We're trying to -- every house look different but have the same similar style, and we're trying to keep this whole thing to conform the whole neighborhood and make it really nice and going more for a higher end market.

You can go through these. We have -- there's 170 lots. We have them three tiered. Some of these are beachfront with some of the bigger ones. And as we come back away from the beach, we're doing some one-story as you can see, some two-story back there, because we're concerned that some people will want to have a one-story, you know, some people don't like all the height. But for the most part, they are two and three stories.

We're having elevator options in them. There will be closets that can convert into elevators, or we can -- some of them we're actually going to start with the elevators.

There will be lots of porches and promoting outdoor living in all of the units.

As I thumb through, you can see how we're heading through this.

And then go to the next thing about the specs I believe it's called in the file.

MR. WILLIAMS: While we're going to that, just real quick, minimum square footage of the houses that you're going to have there and maximum square foot, and I know it's 177 lots so it's going to be very different.

MR. PARKER: They're varying. I have a -- hold on a second. We are from 3900 to 2200 square feet is our range right now.

MR. WILLIAMS: All right.

MR. PARKER: And this is -- we hired an interior designer. She couldn't make the meeting. But Christine Crane. And she has been doing boards for every house. So every house is going to have its own designer board, and every one of them is going to have the interior designer's touch to pick all the colors, all the tiles, all the interior and exterior colors, fixtures, lights, plumbing fixtures, all that will be all selected, rails, different door systems. She is going through every house, and every house gets a board, and every one will have her touch on it to make it have a lot of continuity, but not repetition.

And that's the big part of trying to keep the style of the whole neighborhood and make it all --

obviously, you're in this neighborhood, inside and out it's very obvious on any of these houses. And we just feel like that color and continuity is huge in making everything look nice and have quality products that they're not going to have a lot of maintenance on.

We're trying to make everything low maintenance inside and out. We're not putting any exposed wood on the exterior. Everything is going to be composite materials on the exterior. We're doing aluminum rail systems where we have rails. We're trying to do everything we can to keep these things looking nice for a long time. And people get a lot of value out of that, and people see a lot of value in low maintenance as they're purchasing homes.

So that's kind of the concept. You see the kitchen appliances, everything about this whole development is going to be high end products.

MR. WILLIAMS: All right. Thank you, sir.

MR. PARKER: Thank you.

MR. STIEFFEL: That's about it for our introduction here. If you guys have any questions that you have, we'll do our best to address them, or if any of the audience has any questions, we'll be happy to do our best addressing those.

MR. WILLIAMS: What we'll do is, we'll take any commissioner's questions that they have now, and then as

the residents get to come up, whatever, you and I both will try and take as many notes as we can so we can come back and answer those questions they may have so we don't get into a back and forth conversation. We try to keep it as formal as we can.

Commissioners, any questions right now?

MR. HANCOCK: Just one quick question. Are these primarily spec houses? That's kind of what it sounds like from your presentation.

MR. STIEFFEL: It will be both. What typically happens in a high demand area like this is you'll build spec homes, but you'll also have folks coming in asking for specific house plans on specific lots. And so it will be a combination of spec and I guess pre-solds.

MR. WILLIAMS: So just to verify, I think you said it, but no lots will be sold just lots. That's the plan?

MR. STIEFFEL: That's the intent as we speak, that's correct.

MR. WILLIAMS: Okay.

MR. JONES: North of the track, that is going to be greenery?

MR. STIEFFEL: That's going to be a separate phase. That's going to be in the future. We're tackling this phase first, and then we'll move on to deal with the

north side of the tracks later.

MR. JONES: And expected starting time?

MR. STIEFFEL: When do we expect to start the north side?

MR. JONES: No, the south side.

MR. STIEFFEL: South side? we would like to start construction in the next couple of months is the intent, plan, yes, sir.

MR. ELLIOTT: Have you done a traffic study on the south service road?

MR. STIEFFEL: We've had a traffic engineer that has a very good reputation that's worked with the state, MDOT, for decades. He did a thorough review of the traffic, and that's what we're basing our conclusions on that it's adequate. He gave us a report, analyzed the traffic with MDOT's traffic counts, and his conclusion was -- he did make one recommendation. He said that the roads are adequate for the traffic, but he said with regard to our entrance, he said that he would advise that we do a two lanes exiting the subdivision, dedicated turning lanes, one to the west and one to the east.

So we modified our entrance, put a boulevard, a nice -- it worked well if we want to do a heavy landscaped entrance, and it will be a boulevard entrance with two lanes, dedicated turning lanes, going out, and one large

lane coming in.

MR. ELLIOTT: Is there any discussion about the traffic east and west where the service road goes into 90?

MR STIEFFEL: He evaluated -- we met and discussed this extensively, and he evaluated the traffic from about where the Wal-Mart -- what is that? -- Wal-Mart Road or Wal-Mart Drive in Biloxi all the way to Cowan Road. So the entire traffic counts were taken into consideration, Anniston, DeBuys, and everything up and down Highway 90.

MR. HEWES: I guess my question would be along the same lines. It looks like you have on this drawing one ingress, one egress for the main road. Is that going to be enough to support if we have 175 homes, 350 cars, if you look at two cars per home and that doesn't include kids driving?

MR. STIEFFEL: We have done a number of larger developments than this, and that has proven to be satisfactory. I can tell you that we have -- it's not that you're not going to have any stacking. You might have a few, four or five, six, half a dozen cars stacking, but they release quickly.

We have done 300 and 600 lot subdivisions before with one way in, one way out.

And again, this one does have the alternate

connection at this time, you know, with Southern Circle. But the idea is to not use it.

MR. HEWES: Well, if you're not going to use it, that doesn't really go into this equation if you're not going to use it.

MR. STIEFFEL: That's correct. It would be the one way in, one way out. And that has proven to be adequate. We've got three or four different subdivisions that we've done over the years that it's been plenty adequate.

MR. HEWES: So in looking at this, this is going to be ingress and egress off the service road. The service road is going to be entered I guess to whatever cut-throughs are on the east and the west, correct?

MR. STIEFFEL: Correct. And, of course, the service road is completely controlled by MDOT. That's owned and operated and maintained by MDOT. So if they feel like any changes are needed, they will take care of that themselves or let us know what they want.

MR. HEWES: What does your traffic guy say about any needs for upgrades on the service road? What does your person say that's such a good traffic man?

MR. STIEFFEL: I'm sorry?

MR. HEWES: What does your traffic consultant say about needs on the service road? If he's that good, he

should have some ideas, and we should know something.

MR. STIEFFEL: Yeah. He did not necessarily get into lane widths or -- we did discuss deceleration lanes or acceleration lanes. He said that was not necessary.

I used to live in Venetian Gardens. I understand the traffic ramifications there. And it's a deal where the road, it would be ideal if it was 12 foot lanes or even maybe a three lane road. But that's not what it is. We have to deal with what we have, the hand we've been dealt with.

But the traffic, it is safe, and it's adequate, the lanes are adequate. The traffic counts prove that out. And the report has been given to the city from the traffic engineer.

MR. HEWES: Thank you.

MR. WILLIAMS: Other questions?

All right. Just a couple.

You said that there's not any variances or anything that you're asking for on this, correct?

MR. STIEFFEL: Correct.

MR. WILLIAMS: Okay. The city requirement for the width of the street, what is that?

MR. STIEFFEL: The city requirement is 60 feet. We're providing a combined 70 feet width, combined roadway right-of-way and easements, utility easements, for

the purpose of maintaining the roads, the water, and the sewer.

So it's the total of 70 feet that the city will have access to. That exceeds the 60 foot minimum right-of-way.

MR. WILLIAMS: Okay. All right.

And you had mentioned the trees and the ones that you all had made sure that you protected. In our report, it says there's protected trees on Lot 111, 112, 118, and 119. Do you have any idea with me just throwing that out there now, is that some of those trees that are not necessarily on your property but may be coming over onto it?

MR. STIEFFEL: Yeah. There's a simple answer to that.

That was a comment that in one of our meetings with the mayor and a bunch of the city staff, the issue came up that there was a pile of Live oak trees very pretty that were situated on two or three of our lots there. And what we decided to do is just eliminate those lots, and we converted them into a park, and we saved those trees on those lots.

MR. WILLIAMS: Okay. So those are the lots that is now a park area.

MR. STIEFFEL: Correct.

MR. WILLIAMS: That takes care of that then.

Sounds good.

And then my last question is: Private clubhouses and parks are not allowed in the chart of permitted uses for R-1-7.5. How are we going to deal with that?

MR. STIEFFEL: Well, you know, one thing that -- and I'm not a hundred percent sure of what the code actually says or how to interpret it. But obviously anybody in a subdivision like this would love to have these types of amenities. It's a much greener area, much more walker user friendly neighborhood, underground power, the sidewalks, street lights, everything is going to be very nicely done.

It's with regard to the parks, the parks will be -- the plan is we can work with the city planning department and figure out something how to deal with that. I think it benefits not only the community here, but anybody that happens to walk through the community to have these green spaces and parks to make it user friendly, pet friendly, this type of thing.

With regard to the clubhouse, the clubhouse -- the intent is to do a very, very nice high-end clubhouse with amenities. It would not be any expense to the city. And if it's something that we can't do, then we can talk to the developer and tell him so. But it seems like there ought to be a way to make that happen. It would be a

benefit to everyone.

MR. WILLIAMS: Okay. I appreciate it. I'm not sure I could quote exactly what it is, either. But I've got staff here that will be able to do it. But I appreciate the answer on that.

I do like the park areas in there. I know that the amenities such as a clubhouse, some of the other things that you're talking about would be well received in there. But we just need to make sure that, you know, it falls within the rights to have it in those areas.

So thank you for your answers.

MR. STIEFFEL: And part of the reason for that, the gentleman that's developing this subdivision, you all are probably all familiar with The Arbor communities, multifamily communities, Arbor Village, Arbor Station down in Long Beach, Arbor Place and Landing up in Biloxi, there's about seven or eight communities that he's done. He spends huge amounts of money on heavily landscaping these communities. He keeps these communities. He doesn't develop them to sell them.

He's a permanent resident. I say resident; he's a permanent fixture in this community. He wants to remain that way. He wants to own these projects, and he wants this to be a landmark project in the City of Gulfport. And obviously it's going to be on the beach. That's the

highest profile project you can have.

His intent is to heavily landscape this project and similarly to like he does his apartment complex and where this gentleman does a very, very nice job. And when we say landscape the entire community, he will, and it will be a very nicely done and very, very attractive community.

With his experience, he has a lot of experience with developing multifamily communities. Every one of these things have clubhouses and pools and amenities, you know, playgrounds. That's where this stuff comes from.

And so it's just the way he thinks. If we can work with the planning department, and if there's a way we can pull that off and make it work, then I think everybody, the whole city and all the residents will benefit from it. If we can't do it, then we can't do it.

MR. WILLIAMS: Okay. Thank you.

Any other questions?

MR. DAIGLE: Just one along the line of kind of where you were heading with that. I also see because I have questions about -- we read these reports, and we can only go off of what we're given and then ask you questions. It also mentions that the setbacks do not meet the city standards for corner lots. Are you aware of that?

MR. STIEFFEL: Yes, sir.

MR. DAIGLE: Any intentions how to address that?

MR. STIEFFEL: Yeah, that's a good question. And we did read that, also.

What that is, there's about two or three corner lots that we actually showed the setback as in the wrong place. The setback was shown as a 15 foot side yard setback on a corner lot. We can easily move those over ten more feet and meet the 25 foot. That doesn't bother anything. And there's enough flexibility that we can even adjust lot lines slightly so it doesn't impede the developability or the buildable pad of those lots.

But, yeah, that's a non-issue that we can -- that's just essentially a typo here. We can fix those.

MR. DAIGLE: I kind of figured, but when you're talking about building the caliber homes you are, and then maybe you come back and say we couldn't because we couldn't fit it.

MR. STIEFFEL: And it only affects about two or three lots tops. And we will fix those things where -- with the setbacks, we'll comply with city code. And we may shift some lot lines to make those corner lots even a little bit bigger, another ten feet bigger, so they can fit every house they want to fit on that lot.

MR. DAIGLE: Thank you.

MR. STIEFFEL: So good question, though.

MR. WILLIAMS: Other questions?

All right. Appreciate it. As we move forward on this, try and make notes of things we may bring you back up and have you address a little further.

Thank you so much.

MR. STIEFFEL: Thank you.

MR. WILLIAMS: All right. Anyone else here to speak for the request?

MR. GILLESPIE: I'm Virgil Gillespie, 1901 24th Avenue, Gulfport, Mississippi. I'm the attorney for the project, and I am going to be as short as I possibly can. I don't want to repeat anything.

I just want to talk a little bit about the project. And I have a few things I want to put into the record just to make a record. I'll go ahead and do that right now.

I want to put into the record the subdivision ordinance for Gulfport. This is current today.

And I also want to put in a list of all of the meetings we've had in regard to this subdivision. I have one of these for each of you all.

The only thing we'll have on the subdivision is just the part in the subdivision that deals with general plan. It's only about a page.

And I also want to give you a copy of the meetings that we have had.

The reason I'm giving these, a copy of these lists of these meetings, is to show you all that we have really tried to do our best to meet with the neighbors out there, to meet with the city, to do the best we can to show that we are trying to do a quality development. And I wish we could make everybody happy.

I'm sorry that I'm taking up so much time doing this.

A couple of things I want to say is that I lived on the 18th Fairway of this golf course for 32 years. Why am I telling you about that? Because I can understand the emotional attachment that the neighbors out there have having had a golf course just like I had in my back yard, that same golf course, for 32 years.

The golf course became financially not feasible any more. I think if you all know the history, I remember Dr. Flagg coming by my house at one time, you know, seeking money. We're talking about 25 years ago they were having trouble.

If I still lived there, though, I would be delighted that I had a developer that wanted to come in there and do a single family residential subdivision, especially a builder who has a proven record in this

community.

Gordon Thames who owns ArborSites, LLC, has 1200 apartment units in Harrison County, Mississippi. All of them have the name Arbor in them. The one that you may be more familiar with than any of the other is the apartment complex across the street from Rouse's where Winn-Dixie used to be there at the corner of Cowan-Lorraine Road and Pass Road.

And the record I'm talking about is that nobody keeps apartments up like Gordon Thames keeps apartments up. He's going to do these subdivisions just like that.

Gordon Thames does not build apartments and sell them. He's never sold apartments. He builds apartments to be a good neighbor and to rent them out and keep them up very nice.

Another thing I want to point out is, and there have been some concern about this affecting the values of the houses in the subdivisions Venetian Gardens, Mockingbird Lane, Southern Circle.

My house just sold again. I can't reveal the price, but I will tell you this. It sold way after, almost a year after we bought the golf course. Sold with full knowledge because the people that bought it have been longtime clients of mine. It sold for 15.5 times more than

I paid for that house.

So I don't think that you're going to see a decrease in value but rather upholding the value of the neighborhood with this type of development.

That's all I have to say. Thank you.

MR. WILLIAMS: All right. Thank you, sir. Appreciate it.

Anyone else here to speak for this request?

Anyone here to speak against this request? I don't know how we're going to do it, but let's start right here. There we go.

MR. RYAN: Good evening. My name is Michael Ryan, and I live on 7 Mockingbird Lane. I'm presenting two documents to the planning commission with the request that these documents be part of the official record of today's discussion on General Plan 2207PC126.

The first document contains the signed petitions of neighborhood citizens who will be impacted by Arbor's plan to develop The Great Southern property. Our petitioners say universally that the Arbor plan is unacceptable. These petitions represent 97 percent of the affected residents.

We're not opposed to development. We admire Mr. Thames and his entire team and their professional skills, but this is going to be a little bit of a Tale of

Two Cities. What may look good in general on a big plan, even with some of the numbers you've heard, is not going to look good when you look at it in detail.

I'll give you one quick example. I live at 7 Mockingbird Lane in that corner. I have two historic magnolia trees. They're about a foot or two across the line. They may go because they're not in the plan yet, but they have offered us the opportunity to talk about it. We will take advantage of that.

The other thing is I have four and a half, actually five and a half homes on my back property line, each one about 7500 square feet. That's closer to six homes per acre, and they're all on eight foot lot lines. If you don't think that's not going to affect the value of my property, I think you do believe that will affect the value of my property. The home next to me has four. On average we have two.

We'll get more into a discussion about the density. There are many other people here who have other facts and information. In fact, on all these topics that you will find in our letter, we have representatives here who can bring out more details than what's contained in this document which is what the neighbors were signing the petition for. So they understand this and they agree with this and they're on board and 97 percent signed.

We're certainly not against development. I was the president of The Great Southern Golf Course for five years and two years as vice-president. We fought the Katrina devastation to our budget, to our finances, to the circumstances of golf in general for a long time. We put together three multi-million dollar investment groups to earn reasonable returns to keep it going. And finally in the end we succumbed to the economy, plain and simple.

Most of the people out there will always remember it, you know, with great fondness and all the experiences they had. But that has nothing to do with this issue.

It's been suggested we're opposed to the plan. We're not. We're opposed to this plan. But there are other things you can do with this plan that would make it very happy, very compatible, with the neighbors.

We met twice with the team, his team. We told him twice what we thought might work. He's come back with the same plan twice.

The second document is this document that's a signed memorandum from our neighborhood committee that's composed of representative committee members from each of our neighborhoods, including the community on the back nine which knows if this happens on the front it's also going to happen back there. And it presents arguments principally

for tabling consideration of the Arbor's plan until the issues we identified in the memorandum and others raised here tonight can be more thoroughly investigated by the city, state, and independent authority and then report their findings to the planning commission at a later date.

This is the biggest project south of the tracks that I know of in a long time. It's not on the edge of a forestry development. It's dead center of three legacy housing areas that have been around for a long time.

The golf course is gone. We understand that. It needs to be developed. We support that. We like his development. But the issue is there's five issues that we've identified related to that that we don't have time in a week or two to investigate, and we need the help of outside agencies perhaps independent professionals in different areas.

On June 15th, we had a meeting with Mr. Thames and the Arbor group. At that point, we were not particularly disturbed by more than one or two things in the plan.

So then we found out that the entire golf course was going to be dug up. And our concerns about 114 years of chemicals of all imaginable types being dumped on that course and used, both in accordance with the law and then not in accordance with the law. We didn't have the EPA

until 1972.

So that's a lot of chemicals in a golf course. And around the country, every time they go dig up a golf course, you can read the cases on line, they start having to do major remediation.

We don't know if that's the case here, but we at least argue we need to err on the side of safety and have it tested. And none of that testing has been done.

Those five issues described in the community input explore those. Traffic and schools, water flow and drainage, toxic chemicals, presenting health hazard, destruction of trees and wildlife and habitats.

And the negative effects of density in my opinion to vary the overall development to conform to the surrounding subdivisions.

If the mayor owns a house and there's a lot of a similar size next door and someone wants to come and subdivide it into five lots and build five smaller homes on that lot, do you think you would favorably view that in the planning commission?

We also aren't just negative about the plan. We offer alternative and acceptable solutions, maybe perhaps there are easy compromises here. We've already found some compromises on the trees. I think that's great progress. But we don't think it goes far enough.

So I'm speaking on behalf of all those petitions that you have in that folder I gave you signed by virtually everyone in all three communities and the community north, on the north side of the golf course. And the community also includes along the service drive. So there's really four communities that we're talking about.

We request the commission consider our concerns and table consideration of this plan until these issues are thoroughly and transparently addressed.

Subject to your questions.

MR. WILLIAMS: All right. Thank you, sir.

Any questions of Mr. Ryan right now?

Thank you, sir.

MR. RYAN: Thank you.

MR. WILLIAMS: Next person to speak.

MR. HOLLEMAN: Hello, again. Ole Miss won, so College World Series.

I'm Tim Holleman, 9346 Stone Road, Gulfport, Mississippi. I grew up at 5 Mockingbird Lane. My childhood was spent on the golf course and stealing a few golf balls along the way. A couple of times they hit them up on our back step. They were just at a point where you could get a free golf ball because they would hit it on our porch.

Again, we're not opposed to development. I'm here representing Sean Tindall and Mr. Krongard and Ms.

Jennifer Davie.

The problem here is again density. If you look at -- and you can't see it as well on this drawing, but primarily along Southern Circle and Mockingbird Lane and even Venetian Gardens they've got these again small lots. The ones on Southern Circle and on Mockingbird Lane, it's almost three lots to one lot. In other words, you'll have three back yards backing up to one back yard of a house on one of those streets.

These are old established neighborhoods. These are citizens of Gulfport that live and vote here. In fact, I'd like everybody -- you asked for hands that wanted to speak. Well, I'd like everybody to stand that's against this project. If you live there and you're against it, please stand up.

I mean, these are citizens of Gulfport that have -- thank you -- that have a right to call upon its governmental entities and their representatives, which is you, to listen to their concerns. And I know you will. I'm not saying you won't.

But these people are here voicing their concerns about not against this development, because they're in favor of reasonable development. But again, what we're talking about is too many lots. We're not being consistent with the neighborhoods that are there. Southern Circle,

Venetian Gardens, and Mockingbird Lane.

And that's all they're asking you to do is to tell these people to go back and make it consistent with their neighborhoods, and they won't object to it.

Now, there are other problems here. I haven't seen the traffic study they've got. But I live there. I lived there for 25 years myself. I used to try to hit a golf ball at Virgil's house, but I wasn't that very good with golfing so I never got a window. I tried to a few times.

But, you know, it's just a problem when you put these small lots, very dense development, in established neighborhoods that have large nice homes. And nothing against the small lots, they just don't fit right here on the beach.

Now, let's talk about the service drive for a minute in this traffic study. And I listened a moment ago. He said he studied it down to Anniston Avenue. Okay? And he studied it down to the Wal-Mart Drive which is the other end of the service drive. I didn't hear anything about the end of the service drive where it went on Highway 90.

I can't imagine -- that's a difficult transition now getting on Highway 90 off the service drive.

To add 350 cars -- and it's not 350 cars, it's 350 cars of the people that live there, but you got to

add all the people that are going to be coming to those homes during the day and leaving.

So it's a much higher traffic. You either have to go down to the end of the service drive and go towards Gulfport, but if you're going to go to Biloxi, the first exit to get down on the highway is -- I call it Alamo Plaza, it's now a condo. When I lived there it was Alamo Plaza. And so you have to go down first to where there's a stop sign there. But to get on Highway 90 at that point because it's very dangerous and it's very difficult to certainly go back east, which you wouldn't do. You would normally go down to the merge lane down at the west end of the service drive.

But to even go west on Highway 90 at that point is about as dangerous, and I didn't hear anything about a study about how vehicles, 350 plus additional vehicles, trying to go toward Biloxi from that point and get on -- or you got to go down to the light at DeBuys Road.

Have any of y'all ever sat at the light at DeBuys Road off of the service drive?

MR. WILLIAMS: Isn't it a very safe way to get on Highway 90, though?

MR. HOLLEMAN: If you got about 30 minutes to sit there it is. But the way that traffic light works, it's about as bad as it can get. But if you add 350 cars to it,

it's going to be even worse. And then he starts to talk about stacking cars up. And not everybody is going to leave at once. But obviously you're going to have a lot more traffic than you've got now. And that's a very difficult -- so I don't know what their traffic study studied.

Additionally, the service drive, I lived there a long time, haven't been down there in a while, but the last time I went down, it needed some serious work. It's not like the road is in that great of shape. It needs some work on it.

Another thing that bothered me, and they may be able to answer this question, I don't know. They show their drainage going down to Highway 90 on a new outfall pipe across the Harrison County sand beach. It shows on the plan. You can't see it on this one. It's the one that's got the water plan, isn't it?

There's two existing outfall pipes now that says existing. One on the east end of the property which they don't appear to be touching, so that's got to handle more drainage off of there into the Gulf. Then they've got another existing one, and that's at the entrance. But they've got a brand-new one showing just to the west of the old one going across the highway and the sand beach.

Well, to my knowledge, and I represent the county so I haven't seen anything presented to the county,

certainly not come across my desk, of any permission to put another drainage pipe. The discussion with the Board of Supervisors have been to try to get rid of those drainage pipes in some way or fashion.

In fact, you notice right there they're rebuilding one. It's a huge project. It's not a small project. They've been working on it for six months or more.

So if they don't get permission of the county to drain across the sand beach, where is the drainage going to go?

Those are questions that should be answered before you agree to this.

So I ask you to be the representative of these people who vote and pay taxes in the county. And I got nothing against this man. I think he does have great developments, but they're apartment complex developments, they're not subdivision developments. And this is a subdivision in the middle of Gulfport.

One more point, and then I'll let somebody else speak. The HOA situation. I don't know if Gulfport has the problems that Harrison County has with HOAs. And they create these HOAs and they create these parks and other amenities that are supposed to be maintained by the HOA, and then the HOA falls apart. And guess who gets the calls?

You know, I've addressed this a hundred times

with the county. People get mad because the county is not taking care of the so-called park. It's overgrown. And they call and scream at the county, and we have to figure out how to deal with it. And you can't deal with it because you can't spend public money on private lands. So you get stuck with these overgrown things.

I went to a meeting out in the county one time with an HOA. And when I tried to explain to them they had to reconstitute their HOA that hadn't existed in years. And the only way to deal with the problem they were trying to fix there was to do that. I about got lynched. I mean, these people ran me out the door. They didn't want an HOA, and they were mad at each other about it.

But that's the only way you deal. When you create these subdivisions with HOAs, especially a subdivision with 177 lots in it, you are asking for a problem in the future because if that HOA doesn't work, they're going to call the city and complain about the park or the building or the grass or whatever, and the city is going to have to tell them we can't do it. And then they're going to scream and holler and be mad at you. That doesn't work very well.

I don't know if you all have many HOA.

MR. WILLIAMS: All right. You can wrap it up.

MR. HOLLEMAN: Thank you very much for listening.

MR. WILLIAMS: All right. Thank you so much. Appreciate it.

All right. Next person.

MS. GODSEY: I'm Shirley Godsey. I live at 123 Venetian Gardens in Gulfport, Mississippi 39507.

I ran up to the mic because I am supposed to speak about density, and so I don't want to repeat what Mr. Holleman said. But I would like to talk about a couple of things concerning density.

I've been around all the neighborhood counting things. And if you look on Page 4, 5, and 6, you'll see some numbers on calculations that I made about how many houses are on the golf course, how many lots are vacant, how many homes we have in these four subdivisions which are really Venetian Gardens called San Marco Subdivision, Country Club Estates which is Southern Circle, and Magnolia Manor which is Mockingbird Lane. And then we have the beachfront homes.

If you'll look on I guess it's your Page 5, you'll see that there are how many homes we have. We have in addition to the homes -- let me say that the density right now of this development which was really hard to read -- have you looked at the plans yourself? You need a

magnifying glass to be able to see this information on the plans that are in the urban development department.

But it is 59 percent denser than all four neighborhoods, the front beach and the three subdivisions that I just named, it's 59 percent denser than all four of those places put together. And that is unacceptable to those of us who live here.

I also want you to look at this plan and see that there are two commercially zoned lots on the east end of the service drive right before this wonderful traffic light that stays on seven seconds, not 30, but when -- it's created so you can get off the street, where we had restaurants. They're still zoned commercially.

Then we have the two Legacy high-rises with the Villas behind them. Then we have these subdivisions. We have -- go over to the william Carey property which is 19.95 acres for sale. Someone will want to develop that. Then we have 14 lots, 15 lots on the service drive that are R-1 residential that are really nice sized big lots that someone will develop.

So I'm asking you tonight not just to look at this project. I'm saying that I believe you have a duty to look long term at this segment of Gulfport. I've lived there since 1962. And I know the traffic problems. I had someone pass on the double yellow line last week going west

60 miles an hour. If I had gotten his license plate, I would have called the police.

But we have people who come up on that service drive to try to get off of Highway 90 when we have spring break people here, when we have Cruisin' the Coast, when we have a road accident. So it's not just -- this service drive is not just used for the people who live there. There are going to be more people living there. And we're locked in between the railroad at the back of -- two blocks away and Highway 90. I don't think that MDOT can widen that road.

We can't get out of our neighborhoods without getting onto the service drive. There's no rear exit to Venetian Gardens or Mockingbird or Southern Circle. So we are captive.

It's a wonderful place to live except that I lost my house in Katrina, but other than that it's been a nice neighborhood. I know it well. I know how the traffic works. And there are other people to talk about the traffic.

But the density is the problem, really the cause of the four problems that we've listed here for you in this proposal that we have.

The only one that has not caused problems caused by density are the toxic chemicals that are present

on the golf course, and someone will speak to that.

But I did want to ask you to not just look at this development, but to look beyond and look at what the future holds for the service drive. And please help us deal with the developer to make these houses look more like the rest of the neighborhood.

Two last things. All of the houses in the three subdivisions I named before counting the beach were designed individually, built by individual people. There's no cookie cutter development along the service drive. Every house has a different facade, different landscaping, different square footage. No house is the same.

When you saw the pictures that they proudly put up here of the homes on the front that are 80 foot lots, there are no 80 foot lots for the residents right along the beach.

I own a lot right on the beach on the service drive. My lot is well over 100 feet. My house which faces east north of that is well over 100, it's 95.9 feet, and I consider that crowded which is why I own the lot south of me.

But we have -- you will drive along the service drive, and you will suddenly get to The Great Southern whatever they're calling it, the Arbor homes. There will be three foot houses up there on 80 foot lots.

We don't have any three foot -- three-story houses on the lot. You'll have this image of this very crowded subdivision with these giant houses 80 feet apart. And nothing except the Legacy looks like that. Even the Armed Forces home built four towers with a huge setback. And I admire what the federal government did with the property along there because it is aesthetically pleasing. It has a lot of people but it doesn't give you the sense of being too dense or overcrowded.

So also one thing about taking care of public property. Since 1976, I have weed-eated and taken care of the island in the middle of Venetian Gardens which is city property. Never has the city once come and worked there. My husband has taken a chain saw and other neighbors lately because we've gotten too old to do it and cut up all the limbs that have fallen from the trees.

Our street is very neglected. I didn't know until I was walking around getting petitions signed how many drainage problems we have on Venetian Gardens because I live down by the beach.

MR. WILLIAMS: If I can get you to wrap up, please?

MS. GODSEY: I'm asking you to work with us and put this approval on hold until you know more about the development, future development, and you look long term at

this area of Gulfport which used to be Mississippi City.

Thank you.

MR. WILLIAMS: Thank you so much.

All right. Next person.

MR. KROUPA: Good evening, Mr. Chairman, Commissioners. My name is Ken Kroupa. I live at 6 Mockingbird which is directly adjacent to the lots that you see up here. I live in that home. I've been there about 18 months with my lovely wife Beth.

And my point is going to be very specific. So in general I support the development of The Great Southern Subdivision, but I want to not repeat what some of the other folks talked about in their words as density.

My one specific issue I believe could be remedied, and I'm glad that I did submit my comments for public record, so I'll be a little bit brief. And I'm thankful that the code of ordinance was submitted as evidence.

So my specific point of oppositions relate to that same code, and it's related to massing and form. And it's under Mississippi Code of Ordinance Supplementary Design Standards, Appendix A, Section IV(e)2.2.

So basically this code says that -- well, it actually states that the height, form, size, scale, massing and proportions of new buildings should be compatible with

surrounding buildings.

My concern is almost like the tree issue that Mr. Stieffel mentioned about trees are not required to be on the plan. So it's almost like as Mr. Ryan said we're not building this out in a blank lot, we're building amongst neighborhoods. And I feel that some of the homes that we list up here, especially on Mockingbird Lane, that was not taken into consideration as far as proportionality as relates to that city ordnance.

And I'm going to be specific with one example for one home. It's related to Lots 15, 16, 17, and 18, and their subsequent home constructions are not in harmony or proportionate to the surrounding buildings. This is almost like putting a cookie next to a wedding cake.

As Mr. Parker stated just a little bit ago, they're building 2000 square foot homes on those lots, and it's adjacent to a home that's 33 feet in height, 5,384 square feet of interior living space, not to mention the 2000 plus living spaces outside, but there's four homes there they're going to build adjacent to this that are 12 to 15 foot height. That's projected. There's limitations on that. That's 55 percent smaller than its adjacent home. The square footage is 65 to 70 percent smaller.

I do not believe that the current plan with the layout where the lots are at in comparison with the

other lots in this specific example are not commensurate with what's being planned and what's there in reality.

So I am requesting the board to set as conditions of approval that the developer consider adjustments to Lot 15 to 24 and the subsequent buildings on those lots to be compatible in height, form, size, scale, massing and proportion to the surrounding buildings there.

So I'll be happy to answer any questions.

MR. WILLIAMS: I just had a question. So why those specific lots? Are there not other lots that have the same issue with it?

MR. KROUPA: Specifically the other lots have a two to one ratio, a near one to one or two to one ratio, and those particular lots the square footage is --

MR. WILLIAMS: (Inaudible comment.)

MR. KROUPA: Yes, sir. So on that example is a 200 foot wide lot, and there's four property lines associated with that, that example.

MR. WILLIAMS: Thank you.

Next person, please.

MR. JOHNSON: How y'all doing today?

MR. WILLIAMS: All right.

MR. JOHNSON: My name is Richard Johnson, 334 Southern Circle.

I also happen to be a licensed professional

engineer in the State of Mississippi.

I agree with pretty much everything that's been going on. I mean, there is a density issue. I'd say minimum lot size is a quarter acre for the existing conditions.

And there are some things that go along with that, though. I spend my time on a regular basis like for Madison County I just wrapped up a stormwater management plan for them. So I spend a lot of time correcting issues caused by over-dense development. All right?

One thing that we're going to be dealing with is I don't see any BMPs, permanent BMPs specifically. We're going to be discharging a lot of nutrients, nonpoint source nutrients, into the bay -- or not into the bay -- into the Sound. And I believe 7.3.2 requires the stormwater management plan shall be designed to reduce flood velocities and utilize BMP. That's city code.

Another issue that I have is that they are impounding the natural drainage of Southern Circle. Southern Circle happens to drain towards the golf course in general. Now we're going to be putting these two between -- we're going to be putting the stormwater system between two lots. All right?

The issue here is that our storm of concern is not going to be a rain event, it's going to be a storm

surge. Okay? So it doesn't matter how many inlets they're going to put there, when you impound water between two lots, you have a storm surge come on, coming offshore, in this flood zone, by the way that they're filling, this is going to impound water between these homes. And it will directly impact, cause flooding issues during the critical events.

And I think it needs a flood study. I think that all the drainage needs to go towards the street and have them collect it in the street because can you imagine the City of Gulfport having to access each one of these homes in order to do stormwater maintenance.

I mean, fences, homeowners, do you really think the homeowners are going to keep this stormwater maintained? No.

It's in the City of Gulfport's interest for all of the drainage to be on the street side, just to be honest with you. I don't know why you do that in a subdivision, maybe it's a grading issue.

Another issue that I have is that up in the northwest corner, we have a parcel owned by the City of Gulfport that has been reserved to put a potable water well on it. And they're going to cut off access to that potable water well for the property that's preserved for a potable water well owned by the city that will be between a private homeowner and CSX. Do you think CSX is really going to let

you get on their property to develop a water well? Bring their drilling rig? I mean, come on.

Another thing is 264 Southern Circle happens to have a implied egress agreement with the existing golf course. That's been removed. It's called an encroachment on the existing conditions plan. It is no longer there when you hit the proposed developments.

Another issue is they're connecting to Southern Circle. I mean, seriously, this is a 33 unit housing development that we're going to be funneling in, let's say, the back half of that property through so you can get to the frontage road.

I've got a two and a half year old child. I don't want her getting run over. That's ridiculous. They need to put a cul-de-sac on there. If we need something for fire access, cul-de-sac, drop some geocells, and have a temporary -- have the ability for the fire department to drive over it, but have it nice landscaped.

But do not put an asphalt pavement connection because what's going to happen is ten years from now somebody's going to get the bright idea that we need to relieve traffic from this neighborhood because of the density, and they're going to open it up, and some child is going to get run over.

The next thing. You notice what he said

about the traffic study? He said he was using MDOT's numbers. Okay. So this may or may not be current. You don't know when they were taken. And this is not an actual traffic study.

An actual traffic study should be done when they can capture peak outflow. Peak outflow is going to occur during Cruisin' the Coast. It's going to occur during the weekday. And we got to make sure that they don't send somebody out there on a Sunday with a clicker, you know. That's ridiculous.

Yeah. I think that's pretty much it. I mean, they need a flood study on this stuff. They need BMPs. This is not a fully developed plan. I think it should be tabled. I think that we should have the ability to get all your permits, approvals from state and federal agencies, especially considering MDOT owns the frontage road. I mean, it's ridiculous.

I also want to say that I want to introduce into the record, this is from Pam, a neighbor. She couldn't be here. Pam Radich (ph). However she had already given this to the planning commission.

And then also I have to say that -- my apologies -- that Coach Keith Cuevas and Patty Cuevas would like an additional 30 days for comment.

So table it.

MR. WILLIAMS: Thank you. Appreciate it.

MR. HILL: I'll take two minutes or less.

My name is Ellis Hill. I live at 8 Mockingbird Lane.

I have suffered from non-Hodgkins lymphoma and a form of leukemia.

Now you may ask why am I telling you that. It is because I believe it was caused by Roundup, a toxic chemical, and there are a lot of court cases you may have heard about that.

So in this document that's been prepared, one of the points mentions toxic materials that may be on the course.

I have served as the president of Great Southern Golf Club for the last six years following Mike Ryan who spoke to you earlier.

So we're all aware that many chemicals are used on a golf course. I became aware recently that there's going to be a lot of earth moving that's going to be taking place as part of this development. And if that is the case, there's a potential I think to uncover a lot of toxic materials. And having this close connection with toxic materials and cancer, I worry about the effects of that on the children in the neighborhood, the neighborhood itself, and I think that it needs to be closely looked at by those

people in the know that can address issues with the toxic chemicals, whether it be EPA at the state level, federal level, or whoever it might be.

I do support the other points in those documents, as well, which were well prepared, by the way. And I just wanted to emphasize that about the toxic material.

So thank you for your time.

MR. WILLIAMS: Thank you, sir. Appreciate it.

Next person.

MR. SIMMS: Good evening. My name is Benjamin Simms. I live at 211 Southern Circle, Gulfport, Mississippi, adjacent to the golf course redevelopment plan.

After graduating from Roosevelt University School of ( ), I went to law school and then started buying my first properties in 2004 in St. Louis. At one point, we had over 465 units.

So I'm not a big shot like Arbor, but I do know a little bit about development.

I'm not here to protest the redevelopment of Great Southern Golf Course. These owners have legally purchased private property and can build according to city, county, state, and federal laws.

I live with my wife, my five-year-old, my

three-year-old, adjacent. I played on this course for five years. As disappointed as I am that this historic 1908 golf course, part of the tour prior to airline travel where Sam Sneed and others played, I understand the current ownership could not maintain a viable course.

They were legally foreclosed on. And this development group purchased it. It is their right to build homes that they find economically viable.

However, myself and my wife have the following concerns. Some of them may have been addressed already.

This proposed development has 177 homes. The average home will have 2.5 cars or 442 cars exiting onto an MDOT controlled frontage road that has two lanes. Unlike the traffic study that alleges that 90 can support this kind of traffic, what I didn't hear is the traffic coming eastbound off the ramp onto the frontage road near the Veterans Plaza down to the DeBuys thruway light.

For anyone who hasn't been to that light, I would invite you to go to that light. On 90, you have three to five minutes. On DeBuys, you might get lucky with 30 seconds. On the frontage road, we might get a good 15 to 20 seconds to make a left or right if you're traveling east.

This is the only three ways out other than Anniston. Anniston has an elementary school which, if you

have ever driven on Anniston at school drop-off or at school pickup, no matter how the parents try to line up, it essentially becomes a one-way street. Anniston is not a viable exit during peak hours of people leaving for work or people coming home in the afternoon with kids picking up.

There are 40 homes in the Southern Circle subdivision, 20 homes on the Mockingbird subdivision, and approximately 40 homes in Venetian Drive subdivision. You can fit two Southern Circle and one Mockingbird which would total 97 homes at roughly the same acreage where they want to build 177. That is almost double the density of the two surrounding neighborhoods.

This frontage road is not only narrow but because of the diameter of the historic oak trees, it has been narrowed further by curbs accommodating the growth of these trees. If you have a truck, you need to almost bump against the sidewalk to have a garbage truck, let alone a semi carrying the lumber and materials and roof sheathing and everything else that goes into building 177 homes. You can barely fit by a semi.

For example, at the end of our street, we had one home built over the last four months. It was one lane for hours, hours at a time as you tried to exit Southern Circle for one home being built.

This frontage road is controlled by MDOT.

The developer claimed that semi-truck traffic at the last meeting would not impact for the two to three year construction period. I agree to disagree with that assessment based on the one home that has caused traffic backups at just our subdivision.

This developer has said the proposed emergency use only option is to use Southern Circle for fire, ambulance, and police for every instance needed on these 177 homes. I have kids riding bikes, scooters, people walking dogs, and sirens flying up our street when they could easily build a second exit by eliminating a number of their lots which, as were mentioned before, back up to three to four, even five lots on Mockingbird with a second exit onto frontage.

Now, that does not alleviate the frontage traffic, but it at least eliminates the possibility of the ten years down the road it's no longer an emergency use, and now this is the second way into this development through our 40 house subdivision.

This developer claimed no earth would be brought in, so we're going to have earth moving. Every green is elevated. The front nine contains two large ponds. I don't see two large ponds on there. It also has a flood surface after just a rain, let alone a torrential rain between the Old Hole 2 and 8, which will obviously need

fill.

God knows what is underneath this land. These ponds contain wildlife of turtles, fish, muskrats, and various other birds that I'll let an environmentalist expert speak on. But where will they go? What is their plan for these animals when they drain these ponds?

This developer verbatim answered the question last week of what chemicals were in the fertilizer used from 1908 to 2022 and said we spoke with a former board member for 15 years and he said there was never arsenic or other chemicals used on this property. This board member is not 114 years old, and the fact that a Phase 1 environmental study has not been performed to identify chemicals and soil while they move dirt is absolutely unacceptable.

I would like to see this development to be larger lots, less density, two of their own entrances not in our subdivision, versus a two lane entry that I will be stuck behind while they wait to turn left as all the people that work to the east turn right to turn into their subdivision one entrance.

MR. WILLIAMS: If I can get you to wrap up.

MR. SIMMS: I hope this can resolve by the developer realizing that the proximity of the beach, a much more lucrative project would involve larger lots, larger homes, giving up their three feet of frontage to tear down

that concrete wall that's falling apart, make a workable walking path along the MDOT owned frontage road.

As of 2:30 this afternoon, MDOT has received no application for a traffic study on that frontage road. All this talk about 90 means nothing to our communities. It is a two-lane frontage road that is the density issue.

Thank you for your time.

MR. WILLIAMS: Thank you. Appreciate it.

MR. SIMMS: I'd like to submit this to the record.

MR. WILLIAMS: All right. Thank you, sir.

MR. PYLE: Good evening. I'm Robert Pyle at 2521 Greenview Drive. I live north of the tracks.

But anyway, the reason I'm here is there's an issue that I don't think anybody has even thought of. But I am a Mississippi turf grass major graduate and past president of the Mississippi Turf Grass Association. I started my career in 1980 at the Broadwater. And from '80 to '82, I had the Sun Course in Par 3, then in 1982 until end of '83 I had the Sea Course -- forgive me, I call it the Sea Course because that's what it was when I was there -- so it was The Great Southern.

Of course when the original golf course was built, there was no irrigation. The irrigation that was installed in the '50s that is still there because I did a

lot of repairs on it -- in fact, before I even took over The Great Southern when it was The Sea Course, they would call me down there to do repairs.

The existing irrigation system, not the one that was put in during the remodeling, but the system that was put in back in the '50s is a transite based irrigation system pipe which is basically asbestos based piping.

So there's hundreds and hundreds and hundreds of feet of that stuff out there.

So I don't know if anybody has even thought about -- I know we talked about chemicals, and there is a lot of chemicals out there, and I know, I've applied some of them myself back when I worked there.

But there's an issue with that transite piping being asbestos based pipe to where that when they go out there and they start putting in sewage, roads, I don't think there's -- I never had a schematic layout of the irrigation system when I worked there, so it's kind of all over the place. And there's a pretty good chance once they start digging they're going to hit it, they're going to find it.

So that's one of my main concerns. It's there. I've seen it. I've personally put my hands on it, and I personally have worked on it.

And I'll be real quick. The comment made

about the arsenic, well, one of the main chemicals that we used out there was MSMA was a monosodium arsenic based chemical. It's been put out there for years. Back in 1981, some of you all may remember this, we had a real bad year of Army worms. I was at the Sun Course at that time. I had nothing to do at the Sea Course.

I applied chemicals up there. Had no problems. Everything was fine. The staff at Great Southern asked for some assistance. I went down there, gave them some recommendations. They said, well, that's great but we have a bunch of toxaphene left over which is a banned chemical. They applied it. The Least Terns were flying across the frontage road eating the dead army worms and not making it back.

So there's all kinds of things out there. So, yes, I encourage an environmental study. You need to look at the asbestos that's out there that I -- I don't have any plan or who knows where that stuff is, but it's there. And then you need to do a real solid study on what's in the soil out there. Because some of the chemicals like toxaphene, chlordane, the reason why they were removed was the persistency that they used to use chlordane in the termite industry because it was active for 20, 30 years.

Well, when I took over The Great Southern in the -- in 1982, I saw all of the leftover chemical cans and

canisters that were there and stuff that was used. And most of those at that time were not approved stuff.

So there's some issues there. There needs to be an environmental assessment done to evaluate what's in the soil. Also, too, there needs to be a plan in place when they start developing what they're going to do with that asbestos.

Thank you.

MR. WILLIAMS: All right. Thank you. Appreciate it.

Next speaker, please.

MS. GIRON: Hi. My name is Rene, and this is my husband Al Giron. We live at 264 Southern Circle, Gulfport, Mississippi 39507.

We're here, I believe Richard mentioned about the easement there where it goes to like to the railroad, where you can go back to the railroad. Like the golf course is here, and then you got that easement between our house and the golf course. So that's where at the end is the railroad tracks.

So by the way, the only way we can access our garage is with that easement.

I have pictures -- I'm sorry, I didn't make enough for everybody. This is my first time like ever to do this, so I do apologize.

MR. GIRON: I'd like to mention this house was built with that easement there. That's why they built the garage there.

There's no recent information about existing easement. But it was a verbal agreement. Where it's at? We don't know.

But right now, I don't know what the -- we are not against the project. Not at all. We're just concerned about our property, trying to get into our garage. Okay?

MS. GIRON: We have pictures if y'all want to see them. I'm sorry, I didn't know we needed to bring in more, but we do have that if anybody would like to -- they have it. You gave it to them?

MR. GIRON: That easement is used by the county emergency vehicles -- how you call that?

MS. GIRON: Utilities.

MR. GIRON: Transformer they use that. The railroad personnel use that easement, too. So it's a concern about that access to the back of my house is belong to the county. So that's why they got over there.

And I'm just concerned about are they going to close that easement or what they going to offer us to try to get into our garage? Or are they going to stop entrance to the emergency vehicles or railroad worker? We don't

know.

MS. GIRON: Yeah. The house was built in 1973, so they did the, I guess the good old boy handshake and verbal, so there's really nothing, we can't find any documentation.

However, we got our garage there. In order to access that, we have to get on that easement to come out. You'll see that there's a picture coming out from our driveway, turn right, and there's the end of the easement. Where the easement meets the pavement, there's a stop sign there.

So I don't think a citizen can just put that up there. I mean, it had to be somebody had to put it, you know, local, whether it's the city or county, it had to be put there by somebody.

So if there's a stop sign that means that there should be traffic. And we just want to keep our easement so we can have access to our garage.

MR. WILLIAMS: Okay. We'll see if we can get that answer for you. All right?

MS. GIRON: Thank you.

MR. WILLIAMS: Thank you. Appreciate it.

MR. GIRON: I think you have it. There's a stop sign, and my guess it was put there by the county for in and out the emergency vehicle travel.

MR. WILLIAMS: All right. Thank you.

MR. GIRON: Thank you.

MS. WEATHERLY: Hi. My name is Meg Weatherly, and I am here on behalf of my father who could not be here because he had a meeting in New Orleans that could not be rescheduled.

And our family, we support all of the concerns that have been spoken. And I want to place emphasis that we need more time. We would like to request a 60 day continuance to prepare for -- to allow our side and the opposition to meet with and address all these concerns about the safety and like -- I'm not going to say everything -- everything that's been spoken and reach a result that works with the existing neighborhood, the city, and the financial needs of the developers.

And if y'all see fit to that, if not, we would alternatively ask that you keep the case open for 60 days from today allowing the developer to go forward if they choose to and also allowing our side to present with you the best evidence we can gather in a time frame so that you can make an informed decision that works for everyone.

And then I would like to formally introduce this letter into the record that he wrote to you all.

Thank you.

MR. WILLIAMS: Thank you so much. Appreciate

it.

MR. KRONGARD: I'm Jack Krongard, 1942 Beach Drive.

A quick background. And this has been a very interesting evening. There's been a lot of information. We've already beat up the horse quite a few times, so I'll make this a 30 second deal.

I'm a land developer, so I'm usually on their side of these coins getting my ass kicked. But I also understand what they're going through and what they can do. I've built over 5,000 houses. I'm actively developing commercial property in this county, a lot of it. So they can change their -- they can change their price point. They can change their density. Their bottom line can stay the same.

So it was kind of funny when I heard the study of the traffic and how safe it was. Drive down that beach. On a good day, that's a bad road.

So there's a lot of lipstick getting put on. None of it makes sense. And you guys already know this.

So I'm just saying from a professional developer, they can change and still make money. It's not that hard.

So there you go, guys. Thank you.

MR. WILLIAMS: Thank you, sir. Appreciate

it.

(Applause.)

MR. DOUGLAS: My name is John Douglas. I live at 1828 Beach Drive on the service road. Thank you all for staying this late with us.

I just think you ought to look at the concern. We've been here four hours waiting for this meeting doing this, and all these people are still here waiting. This is how serious we are about it. This is our homes.

Gulfport, living on the beach, you know, like this is the only service drive Gulfport has. This is the only service drive besides Pass Christian. And there's some nice houses there, and we would like to have that amenity in Gulfport. But you're going to get rid of it with this.

And it's not the development as everybody said. We want a nice low density place like maybe Bayou Oaks, you know, Canebrake in Hattiesburg, you know, something that we can all live with, similar houses that are in the neighborhood.

These are not similar houses in the neighborhood. And I'm glad he puts, you know, brass knobs on them and shiny appliances, but if you look at the back row, two-thirds of these houses are 60 foot wide lots, two-thirds of the lots are 60 foot or less.

I don't know what R-1-7.5 is, but based on the plot, it's supposed to be large lots. I don't know what a large lot is, but I'm sure it's not 60 feet wide. And that is what R-1-7.5 says on your website.

He thinks that you pay $300,000 per house that's 2000 square feet on the railroad track behind you with shiny knobs and stainless steel appliances. Plus you have to pay the increased insurance by living south of the railroad tracks, right? So we have to pay high insurance rates, $300,000 for a house, who in the heck is going to buy those?

And I don't know if he's planning on selling to a developer like Blackstone or something like that and you can buy them for rental property, but this is not what we need.

You think when you build apartments usually have 2.5 parking spots or cars per place. If you do that right here, he's got almost 440 cars would be in this development. That's 2.5 per lot.

Going twice back and forth, that's 900 cars that's going to work and back a day down that little road.

If you've been on that road, the road is in bad shape, number one. Number two, if a truck's coming one way you have to pull over to let it by. You can't pass a school bus or another one side by side.

And the density is the problem. One of the problems is they also didn't tell you what they're going to do with the back half. Now, you have Anniston School back there. It's already overcrowded. You're going to have to do -- I don't know what you're going to do for a pumping station and all because if we put 550 people here which is about three people per lot, and the back is an R-2, and that's duplexes. But I'm sure they're going to try to put apartment complexes back there with another six, seven, eight hundred people, well, you know, that's a town. Y'all have a town here we're going to be dealing with on the nice Scenic Drive, Gulfport Scenic Drive, the only scenic drive besides Pass Christian. And we'd like to keep that that way.

The traffic coming in, you notice at the condominiums, they have their own turn-in off Highway 90. We don't have one for this development. And you can't turn, that's going west, you can't turn -- have a turn-in going east because that wall is there and there's no median in that part to turn into. So it's a traffic nightmare.

Plus the traffic is going to start coming down Anniston and Collins off of Cowan-Lorraine to try to bypass it to come in there. Well, those are neighborhoods that you're going to bring all that traffic in to come in because there is no way to really get through it to this.

So the service drive is not made for this kind of traffic. It's supposed to be nice. It's supposed to be scenic, not scenic by seeing 90 more cars go by a day. Got enough as it is.

Plus we have the retirement home there. People have their bikes coming down, have people going back and forth.

It's just changing the whole character of what we have in this town that we came here to live. A lot of us rebuilt after the hurricane because of that, put our money and put our lives here. Well, not for this.

And, you know, like I said, who's going to pay $300,000 plus a high insurance to live on the railroad track in a 60 foot wide house (sic) unless they sell it for rental development or Air B&Bs or something, I have no idea.

The other thing is the drainage. The best drainage mediation system is the golf course. It stores a lot of rain with water, it's got retention ponds. They're going to get rid of the retention ponds. All that drainage you hear about whatever is in there is now going to the beach. When we have a heavy rain, it still floods down on Highway 90 and the service drive right there. The water accumulates right there. The wall is on one side on the north side of Highway 90.

Well, where is all this going to go? Into

the Sound? I mean, you think there's going to be speckled trout or fish out there with all this stuff going into it?

I mean, this is 59 acres now going into the Sound that wasn't going into the Sound before.

That's what I wanted to say. Thank you.

MR. WILLIAMS: Thank you.

MR. DOUGLAS: Oh, another thing. Two-thirds of these lots are 60 feet wide, two-thirds.

MR. CARROLL: Hello. My name is Bill Carroll. And I did submit a kind of drawing. I don't know if y'all got that or not, but I can give it to you now if that's okay. Pass them out.

Sometimes the visuals are pretty good. And I didn't draw a whole subdivision. But I drew the part that concerns me the most, the kind of part that where traffic is going to be coming out onto the frontage road you keep hearing about.

I ran out of ink, so it...

So I'm assuming that we can't put that up on the screen. I submitted that this morning.

MR. WILLIAMS: No.

MR. MCDANIEL: My biggest concern, well, one of my biggest concerns -- I know you've heard traffic all day. And right now legally you have to have two entrance egress into the subdivision, the main one being the one

coming off the frontage road.

But they've drawn the back one coming into Southern Circle. And sadly, a young man just bought into that circle, an African American ex-professional athlete bought that corner lot right there without knowing that this was potentially happening.

I've got to calm down just a second.

I believe that down the road, maybe not today, but down the road as this builds out, you know, potentially in three years, four years, five years, you're going to have 50 soccer moms trying to get their school kids out of this subdivision on that one street and not have a way to get out.

And the whole lock box idea on the back of that print, it would be the northwest corner of the subdivision, they're going to want that lock box taken down. And they're going to want to be able to get out, you know, into Southern Circle.

But I believe that's going to happen long before three to five years. I've been in construction since I was 20. I've done a number of subdivisions. And I'll give you kind of a head count. Just on the house on our block that they're building right now there's generally anywhere from six to 20 trucks there a day on one house. And eventually you're going to have -- if every house takes

30 days to build or maybe 60 days to build if they're building it fast tract style, you're looking at -- let's see here -- 60 trucks -- I'm sorry -- 60 days times 60 trucks that's 360 trucks a day per house. That adds up to 63,000 trucks in and out just on the construction end of this.

That's counting nobody living there. That's just construction alone.

And if you break that down, that's about anywhere from 265 to 400 trucks a day that's going to be flowing in and out of there, along with all the rest of us.

Honestly, I feel blessed to be able to be living in Southern Circle. It took me and my wife years to find a house like this. We were serving with Samaritan's Purse rebuilding homes for people whose homes were destroyed in hurricanes and tornadoes. I finally retired from that, and I finally was able to come back to Mississippi.

And so when I saw this, I thought, you know, it will be just a matter of time if another form of egress is not designed into this now, it never will be because there's no other place for a second exit to go.

If you look on that map there, I drew this, I stayed up to 1:30 redrawing this, you'll see that up toward Mockingbird I added a second exit. That would alleviate the potential of them opening that back corner and funneling all those cars by that man's house that he just probably paid

over four hundred fifty thousand, and he's been working on it ever since. He's probably sinking another eighty in it right now.

So I also, if you look at that map, I took the time to take out as many of the 60 foot lots as I could, and I replaced them with 80 foot lots.

If you look at the map, it doesn't look like I changed that much. But before on Southern Circle, you had people who before were looking at a golf course, but now they'll be looking at sometimes two and three neighbors' back yards.

If we open that up to bigger lots, 80 foot lots, they would look at maybe one, one and a half.

They're going to be in shock as it is anyway as this construction happens, it's going to ruin all kinds of their peace, their privacy, that they've had for 34 years.

And these are people that have been paying taxes for probably 40, 50 years.

Like I say, I feel privileged to be able -- I bought probably the cheapest house in Southern Circle. And lucky to be there. Me and my wife are very happy. But we see this potentially with the traffic, if it doesn't get changed now a second exit and then stopping that one into Southern Circle, and somehow dialing these lots a little bit

bigger, I think you're going to have massive, massive traffic issues.

And obviously these guys haven't done the study that they think they've done. I haven't heard one car count from anybody there. But you're looking at really honestly over a hundred to two hundred thousand cars just from the construction aspect alone over the next three to five years.

That's really all I have to say. I did hear the engineer. He was trying to tell us at the last meeting, he said that he lives in an Arbor -- Mr. Stieffel lives in an Arbor apartment complex at Popps Ferry Road. He was comparing how easy it is to get in and out, even with all the construction. Well, that's a four lane road right there, Popps Ferry Road, with a light and a back entrance. We don't have any of that. We got a narrow frontage road, and it's hard.

And even all of us trying to get out of Southern Circle on a daily basis, we have to try to navigate against guys who are just trying to do their job.

But I was in construction, and I know that you got guys, it's a lifestyle, construction is a rough lifestyle, and guys drink and they party hard and they come in to work the next day with a hangover, and they're trying to get to work on time. Talking about the one lady who got

passed, it's going to happen all the time every day.

MR. WILLIAMS: Thank you, sir.

MR. CARROLL: Okay.

MR. WILLIAMS: Appreciate it.

MR. CARROLL: Thank you.

MR. OLSEN: Earlier it was good afternoon; now it's good evening.

Johnny Olsen, 304 Southern Circle.

I am most definitely in favor of development. I've been a design professional for over 20 years. I'm a practicing architect.

And what I want, and I've spoken at the community meetings that we've had, talked to my neighbors, they know that I'm not opposed to development, I want good development.

This project, I'd rather than not use the name, it's neither Great nor Southern, and I stand by that. It could be much, much better.

So what I want, I live in the northwest corner of the inside of the circle diagonally across the street from Al that spoke earlier about the easement connection to his house.

I want several changes made to this plan. I submitted to the developer and I've got copies of this that I can pass out if y'all don't mind.

MR. WILLIAMS: That's fine.

MR. OLSEN: So I do have one question. Greg, in R-1-7.5, is there anything to prevent this developer from horizontal apartments where he would -- are you familiar with that term?

MR. HOLMES: You said apartments?

MR. OLSEN: I said horizontal apartments. What that means is can he design, can he build all of these single family, be the landlord and rent every single one of them? Could he do that?

MR. HOLMES: The city doesn't regulate that. We regulate zoning but ( ) ownership.

MR. WILLIAMS: Could you speak up a little bit, Greg? I'm sorry.

MR. HOLMES: The city regulates zoning. We don't bring in ownership.

MR. OLSEN: Okay. So this is an apartment developer. They've talked about sale price. They've talked about who would live here, you know, what the finishes would be on the inside.

So what is a trend nationally is horizontal apartments. There's a management company. I think there are several members of their management company here. You have a management company that can rent and only rent, they don't have to sell, any of these houses. They could rent

every single one of them on an annual or monthly or whatever that term would be, and there's nothing we could do as a neighborhood to prevent that I think or as a city if it's not regulated.

So I want you to keep that in mind because they could very quickly turn their business model on its head.

If it goes forward, what you've got in front of you is very simple. If by right they win and they can build these same widths and everybody has talked about density, I'm not going to get into that, but I would like to see that the development be turned on its back a bit so that what you see in red would be service alleys that would be built over the drainage. There's already pipe in the drainage in these 20 foot easements. All you would have to do is expand those easements to 30 feet. You could have a service alley that runs all the way around the perimeter of this thing and then individual alleys separating the blocks. It turns it into a traditional neighborhood development, much more like Tradition or Florence Gardens, where every one of the garages could face the rear, all of your garbage collection could take place in the rear, all of your services would be in the back of the homes so you're not cluttering the street, you're not creating traffic concerns.

If you put 174 houses, probably half would

have two garbage cans. You put all of those out in the street, and I've got a four-year-old on a bike that's riding down the street, that view is impeded by all these garbage cans. Somebody is going to get run over.

It's an unsafe situation when you've got that many homes with, you know, you're blocking their views.

So I want the connection to Southern Circle completely eliminated. When this came up in October --

(Applause.)

MR. WILLIAMS: Y'all don't do that, please. Thank you.

MR. OLSEN: -- I had a very frank discussion with the fire chief. There was a precedent for another development that had one ingress and one egress on a boulevard situation just like they've got here. That sufficed for any emergency situation where you could potentially have one of the lanes blocked.

So in that case, you're entering the egress in an emergency situation if the ingress, if the natural ingress is blocked. You're just moving in on the other side of the boulevard in an emergency.

But I see absolutely no reason to connect what they're calling Great Southern to Southern Circle whatsoever. You would lose three lots that would remain green space. You would keep the access to the CSX

right-of-way that the power company uses. We had a severe outage probably six months ago. That's exactly where they went to restore our power. They had free access to it, and their services are right there basically at that intersection behind the house that Mr. Al and his wife were talking about.

The traffic study, I heard it called a thorough review of MDOT's traffic count. That didn't sound much like a traffic study. I'm not a traffic engineer. I'm just a dumb architect. But that didn't sound very legit to me.

Again, the ingress and the egress is a concern. I've got a 17-year-old son. I've got three kids. My 17-year-old son learned to drive when we moved there two years ago. And within the first month or so of him owning a car, he was nearly run off the road. He was traveling east where the access drive or the service drive necks down at one of these oak trees. Somebody crossed the yellow line --because there's no room for error -- somebody crossed the yellow line. He had to go up on the curb and nearly went down into Highway 90. He was as white as this sheet of paper when he came home.

It's a problem. Somebody is going to get hurt. And if MDOT has control of the access drive, maybe we should have MDOT present.

So again, I'm not trying to kill their development. They have the right to develop. I just want it done in the best way possible.

MR. WILLIAMS: Thank you.

Next speaker, please.

MR. MCDANIEL: Good evening. I'm Skip McDaniel. I live at 1830 Beach Drive. I have a Ph.D. in physical organic chemistry. And from 1972 to 1985, I was director of special analytical methods for the National Monitoring and Residue Analysis Lab.

I'm familiar with pesticide residues and their metabolites in the environment.

I don't know what the level of these chlorinated hydrocarbons are, but they're very -- that were used on this golf course -- they're very persistent. But they stay locked in the matrix of the soil and they do not percolate or move in the soil. But if you disturb the soil and have them on the surface and then you get a rain, then they can be transported, these residues get transported on the soil particles, and they can go as we've seen this drainage out into the Sound.

These residues have significant mammalian, adium, and marine toxicities.

In addition to, we do know that the use of these chlorinated hydrocarbons from 1940 through the 1970s

until they were banned by the EPA was fairly heavy.

We also know that they were stored in the maintenance shed that's in the northwest corner by the railroad tracks, and that all the old used chemicals were transported to a dump site which is just to the east of Number 10 Fairway on the north side of the track. These should be examined by the developer and checked before any work, especially disturbing the soils around the greens especially I would think should be done.

MR. WILLIAMS: All right. Thank you, sir. Appreciate it.

MR. BROKAW: I'm Roger Brokaw, 245 Venetian Gardens 39507.

And my concern is I back up to the golf course. And I'm on the Venetian Gardens side, and they've got an eight foot fence that goes all the way from the railroad track and almost to the railroad tracks and borders our property from what had been a golf course.

I believe it sets on a four foot easement, two foot on my side and two foot on their side. And I think that the fence sits right in the middle of the easement.

Got a neighbor to check it, and she confirmed that there is a four foot easement there. So I'm assuming that's where they were going to put the drainage. But was just wondering, I'd like to go on the record to say that I'm

not for putting a service road behind these houses because it will -- and mine, too. And my back yard isn't that big.

But anyhow, what I want to find out is and I want some sort of confirmation on this, it was just brought out that they could rent all of them possibly. And it was said that the builder planned on building each house himself. You can say what you want, but once you get into it, you find out you may be selling lots. Who knows?

So I don't know whether we can get any guarantee on that.

And the thing that really concerns me is that it's going to be two or three years before they ever get to build on the lots by me that are adjacent to me. How are they going to maintain the property?

Now, they're doing a pretty good job over there where William & Mary College (sic) was. They bush hog that and take care of it pretty well. But right now the golf course is starting to grow up, and I'm afraid it may end up without care like the Sea Course if you're familiar with that, you know where Beauvoir and Pass Road golf course was the old Sea Course.

MR. WILLIAMS: Sun Course.

MR. BROKAW: Yeah, Sun Course, I'm sorry.

That's what I'm afraid it will be like for a couple of years until they get into it. So I'd like some

sort of scheduled maintenance. I don't expect it to be golf course quality, but I would like it to be maintained.

Everything else has been pretty much covered.

MR. WILLIAMS: Thank you, sir.

MR. BROKAW: Other than maybe the water quality. I'm hearing about all these hydrocarbons. The new roads where they're putting roads in, and those are going to be draining into the drains that are going to be going in the Gulf. So you got more asphalt. It will be draining ito the drains going to the Gulf. And as you know, that's where the bird sanctuary is.

So I don't know whether there's been an environmental assessment on that. I think there should be.

MR. WILLIAMS: All right. Thank you, sir.

MS. MILLER: My name is Carolyn Miller. I'm at 11 Mockingbird Lane. And I'm at the golf course on the Number 6 Green.

Most of my topics have been covered and things that I was going to talk about, so y'all just bear with me, my little spreadsheet with all the stuff now.

Like Ellis Hill said earlier, the copy of environmental and public health concerns, it's personal. Like Ellis, my home has been hit with illnesses that we feel were probably related to long term exposure from chemicals on the golf course.

My husband, 53, diagnosed with Parkinson's, three years later diagnosis of dementia, ( ) dementia.

Me, I've had cancer. I have lost two dogs to cancers, rare for dogs, the particular type.

And I have a 21-year-old son that has cardiac issues that they don't know what the cause of his problems or the basis of it.

I kind of want to bring you up to speed on why everybody keeps talking about toxicity and toxic chemicals and all this stuff.

When we had our meeting with the ArborSites particularly on the June 15th -- at the June 15th meeting, he was asked about had the soil been tested for toxic levels. And they said that they had had a site evaluation. And I asked them specifically if the soils had been tested for toxic levels and eventually got an answer of no. And the response was that we are going to do what the city requires us to do according to code and we're going to do what the Mississippi Department of Environmental Quality tells us that we need to do.

So from what I'm hearing, there has not been a proper site assessment environmentally done on this particular property.

Now, I spoke with someone at the MDEQ, and they tell me that they have no experience with developments

on golf courses. And my resource told me they do not require testing of the soil for toxic chemicals. He said they do require testing, and I'm sure you guys would know better than I would, that it was like for like soil content and building houses and all that stuff, but not toxic levels.

You know, I was under the impression that this would be done during your due diligence before a piece of property that was a golf course, you know, pretty knowledgeable that chemicals are used on it.

I don't know if the developer is planning to do that. I do know that I did call MDEQ, and I placed a formal complaint out of fear that the city would not require them to do testing on the soil for toxicities. And also in a formal complaint, it will be investigated, and this will allow them to be able to come on the site and test if it is necessary.

What I'm asking you, I'm not asking you to stop the development, but it's your responsibility to guide the developer and to look out -- to grow the city and to look out for the people that live in this community.

Now, we live here. We identified problems, things that -- we live in that area, and you've heard a lot of complaints. And in my opinion, it's your responsibility -- well, we live there. We know what can potentially go

wrong from this development.

But it's your responsibility to also protect us, as well. What I would like to ask you to do is to require them to do a thorough toxic burn environmental site assessment on that property, including testing for toxic levels of chemicals and particularly heavy metals, especially before you vote to approve this because MDOT -- or Mississippi Department of Environmental Quality may not request it, and you guys are our safety net.

That's it.

MR. WILLIAMS: All right. Thank you.

Next speaker, please.

MR. GODSEY: My name is John Godsey, 123 Venetian Gardens. I wanted to address a couple of things.

My wife spoke earlier, and she gave some figures. I always have to check her figures closely.

My wife is good with word definitions and deep thought, but I handle the math and the spelling.

And I also want to say I notice some of these Gulfport attorneys all have white hair. I didn't know they aged so much.

The service drive is dangerous. I've driven it many, many times. And I particularly fear going from west to east when you're in that lane that just with that narrow little curb there you're looking at oncoming traffic

that might be going 80 miles an hour. And I know that from DeBuys Road going west it's a frequent drag race, though they may not be racing, but they are accelerating and seeing how fast can I get down to the opening to The Great Southern which is about a quarter of a mile.

A lot of what I feel that we have heard from the developer has been fluff. I don't care about your windows. I don't care about your ( ) width. And -- but I do fear hydroplaning after hard rain when driving on the service drive. And I personally have a lot of concern about catching a wheel on that outside curb and being thrown in my vehicle going east into the westbound traffic on Highway 90.

Now just to address the drainage. After a hard rain, which we have from time to time, I came out of the drive at Venetian Gardens and I turned left, and right there in front of where Joe Mitchell has some property is a drain. And sitting in the puddle of water was a homeless man raking leaves and debris out of that drain. I don't know whether he was washing perhaps, but I thought he was trying to do a public service, and I appreciated it. And I let him know.

And I think I've said all I need.

Oh, one other thing. Of the 177 lots there were only 11 that I think were 80 feet. Eight of those if

I'm not mistaken are on the very front of the development which is to say that within the interior there's only three or four other 80 foot lots. You are really getting a development with 60 foot lots, and when you -- don't be fooled by the elevations that they show you from the sides because that's not what you're going to see from the street unless you happen to be running around in the back yard of the house next door.

What you see is that 60 foot lot with some setback. I don't know what it's going to be. Let's just say it's ten feet, so you can build a 60 foot -- I mean a 50 foot home in that. But the pictures I saw showing the elevations from the street all had two car garages. Here's a garage, here's a garage. The whole front going up to the house is just going to be visible with a couple of garage doors looking at you.

And that's all I have to say. Thank you.

MR. WILLIAMS: Thank you, sir. Appreciate it.

MS. KROUPA: My name is Beth Kroupa. My husband spoke earlier. I'm at 6 Mockingbird Lane.

If you look at the map here on the far right corner, I am one of those two large parcels right at the curve. My husband spoke about the mass there, you know, the massing of houses. There's about ten houses adjacent to our

two lots right there.

And as you know, being on the golf course, everybody can see across everybody's yards.

So that's why we're requesting that that area be readdressed and looked at for Mockingbird Lane. It really does impact the nine homes that border the golf course there, just the density issue.

That's more of a note for the builder which we'd appreciate any consideration you might be able to give us.

I am going to talk tonight just briefly about the tree preservation issue. That was the opposition that came up last year when we first saw the initial plan. The plan has changed since last year, and it has the drainage running behind the entire perimeter of the golf course.

I want to commend the developer for making adjustments that really upset a lot of people about the appearance of what the builder refers to as Tier 1 and Tier 2 homes. Those homes stop just short visually on the map at those two large lots. Then they begin to be much smaller homes.

The issue of the trees along those areas around the entire perimeter have a high potential to be impacted when they start trenching and digging the roots. That's why we opened the dialogue immediately with Mr.

Stieffel and his associate Jim Holt (ph.). I found them to be, you know, experienced with the problem. They've seen us in Biloxi. You know, as soon as I brought it to their attention about the two Live oaks on the corner of my lot, they came right out. Mr. Holt evaluated and assessed the location of those trees, how far the roots would go out over the 20 foot easement, and whether or not even those roots would be disturbed by building construction since they go out 70 feet in the critical root zone. That's the zone defined as an area if you damage that zone it has a high potential to damage the actual tree and then turn that tree into a hazard to the people living under and around it.

So I have a tree that went out 70 feet in the critical root zone on one end, 50 feet out on the other. They were kind enough to explain how those calculations work, and that's when we recognized that they could make some adjustments behind the drainage. So it was cost saving for their plan and also reduced our concern about damaging those Live oaks.

There was a lot of discussion amongst homeowners with similar situations. This was a golf course, so at one time or another everybody planted around the perimeter of their homes. The problem was when they did the survey, the survey contained only the information in the interior and didn't cover those trees right on the border

that were just inside the property line of these homeowners.

So although I have a gentleman's agreement on the table, which I know they'll do a good job addressing because they addressed it for us, they opened the opportunity for concerned homeowners to contact them with a map or drawing or sketch of their particular lot and the location of trees that they think will be affected by this drainage route.

It's something that has to be taken into consideration is the elevation of each lot. My lot is a high lot, so they were able to remove drainage and shift basins to lower areas that needed more drainage.

A lot of these areas that are concerned over on Southern Circle in particular, they have very short back yards. So right where the curb top is, that basically is that 20 foot easement. So it's a bit more of a concern there.

So even though the engineers are going to assess this on a case by case basis, I wanted to -- and I'll refer you to my remarks that are in the package that were turned in. I just want to put on the record that those homeowners would feel much more confident if when you address the technical notes where your urban development director approved off on that with comments from your tree expert that the interior needs some adjustment areas to work

around trees. And Mr. Stieffel explained that those areas, they did adjust lot lines to accommodate those trees, and they did turn this into park areas and added more green space, and we're asking for consideration to look at those lots around the perimeter where there are these large trees that will impact the property value of the homeowners and create liabilities for them and their neighbors and the new homeowners that we hope to see in there.

So those areas are listed for the record. Lot lines, we actually went ahead and listed out The Great Southern's proposed lots where this is an impact, 15 through 18 is behind my lot, four lots back up to mine, five lots to my next neighbor. And that's the only area around the perimeter of the subdivision by the way that there's that type of density, four to one and five to one. Everybody else returns back to a one to one.

So it's really important that trees along the perimeter be routed around if at all possible. And there is a code, a city code, that does cover that, and I put it in the packet. It is the Gulfport, Mississippi, Code of Ordinance Supplementary Design Standard, Appendix A, Section IV(e)(2). And again, we have an agreement and we're very confident they're going to address it. I just believe that a number of these homeowners would feel a bit more confident if there was a tree expert that did the same for the

interior lot as these exterior lots to look at it and just make sure that there were adjustments where adjustments were needed so we don't create unnecessary liabilities.

I have one last comment to make, and it's about this subdivision in general.

Since we recently moved here 18 months ago, we have a little bit different view from a lot of the homeowners here. And when the golf course went under, we want to see that development.

My understanding is it took five to ten I've heard up to 18 years for them to identify somebody to come in and try to beautify that area, make it either another golf course that in my view actually looks like a golf course that you would recognize it. When I was purchasing my house, we actually didn't realize that was a golf course because of the condition of the course. So it's been deteriorated I'm sure for a number of years.

So people are used to seeing beautiful trees and areas out in front of their rear yards, and I do believe that they will look at preservation in those areas. I just want to state that the density is a concern. We pointed out the areas where we think it's of particular concern.

MR. WILLIAMS: I need you to wrap up, please.

MS. KROUPA: Thank you.

And I just want to put that on the record

that I have confidence that if those -- if the testing is conducted on the soil that there is a process for remediation. I've read the studies, and there is a remedial process, and I think that that's what we want to see done, the testing in advance and then remediation, if necessary, so the project can move forward.

Thank you.

MR. WILLIAMS: Thank you.

Next speaker, please.

MR. HORTON: I'll be very brief. Oddly enough, I'm one of those --

MR. WILLIAMS: Get your name and address, please. I'm sorry.

MR. HORTON: Oh, I'm Larry Horton. I live at Number 10 Mockingbird Lane.

MR. WILLIAMS: Thank you.

MR. HORTON: 39507. I'm one of the people that Beth just talked about some people have very narrow small back yards. I'm one of those people. And I live right on the golf course. And my wife and I lost everything in Hurricane Katrina. And being a builder, I had the bright idea, let's go to the nicest neighborhood we know of and look for a house that's been damaged and buy that, and we wound up on Mockingbird Lane.

You'll have to excuse me. I also have one of

these problems that the young lady was talking about with maybe possible dementia or something because I think that we really need some kind of surveys done. We almost have a cluster of different illness, ailments there, and I'm being checked for one of those so I hope I don't forget what I'm talking about.

But anyway, my main thing is it's a density issue. And we recently had a fire at our house, and we had to rebuild it again. It was burned when I bought the house originally, and I rebuilt it the first time. And now we just are finishing up rebuilding. And my wife has made an absolutely beautiful patio on the back, and she's got all the bird feeders and some unwanted squirrel feeders, they come in and eat.

And our rear setback is going to be about supposedly 20 feet, and our patio takes up most of that 20 feet. And I'm kind of concerned that I may have a three story house sitting right next to my patio and we have to do our eating and watching the beautiful sunsets from there with three stories of people looking down on us.

And that's kind of a nightmarish to think about.

Now, I like people, but not that many.

So that's all I had to say. The density issue is big.

MR. WILLIAMS: Thank you, sir. Appreciate it.

Next speaker, please.

MR. WEATHERLY: My name is William Weatherly. I live at 140 Southern Circle, Gulfport.

I'm speaking on my behalf. My family lives there with me. My wife you may have heard from earlier. I just got here. My daughter Meg was here earlier speaking.

And my brother owns two lots south of me. He lives in Texas. He had plans to build on that property. Sounds like those plans are changing.

But he owns two lots south of me. And I own an undeveloped lot sought of my house. So we have three lots that front the golf course and my house.

I know you probably have heard from a lot of different people a lot of issues. I know you heard about access, chemicals, traffic, trees, drainage, blah, blah, blah, same stuff you always hear.

This case is a little different. It's got a history that's very, very unusual. And it kind of begins with the people who founded Gulfport, the Jones family. The Jones family owned The Great Southern Hotel. And the property that they bought and developed for a golf course was The Great Southern Golf Course; that's why it's called The Great Southern.

And in that -- the property they bought was bigger than the golf course is now. It ran from the old GCMA which is the William Carey property, that boundary, all the way to the railroad tracks and in some instances it ran all the way to Pass Road. And it took in a lot of College Park.

So the Stewart family at one time lived in Don Jacobs' house which is not there any more. You all might be familiar with where that was. That was at the beginning of Southern Circle on the west side of the golf course. Ms. Daily (ph.) owned lots at one time. There was a really nice old home built in the early 1900s, and that was immediately south of my home.

And Mr. Stewart, Charlie Stewart, and his wife Dorothy lived there. And they were good friends of my grandfather's. And so one day when my parents who got married young, they needed a place because my mom just had twins. And so she had three children, and she needed a bigger house.

Mr. Stewart said, I've got a house I'll sell you on the north side of my property. There was no Southern Circle. There was no Mockingbird Lane. There were no houses out there, just the golf course and a big piece of property.

So my parents moved in there in 1960,

December of 1960, one month after I was born. And I've lived there ever since for 61 years.

The street, there's a little alley that's on the west side of the two lots that Mr. Elliott had sold to a guy built him a house on there was called Stewart Lane for Charlie Stewart. And in Stewart Lane, he had to give my parents access to their house. There was no way to get there to the north of this house, this northern part of this lot that he had sold to them.

So he actually had to give them an easement across the golf course property. It was owned by a separate company the Stewart family owned called Great Southern Development Realty or something like that. I've got all these deeds being pulled, copied, plats of these things, and the history being put together.

I had written each of you and asked for this meeting to be put off for 60 days to allow for all these things to be packaged and presented, experts be consulted, lawyers to be consulted.

And so I see that it hasn't been continued, and I understand that. But I hope you'll leave this record open for 60 days, give us time to develop our opposition, our evidence that we have to put in now. If we don't put it in now, we can't use it on the appeal. Okay? So you have to get all that information in now. And we have to have an

opportunity to present our side. And without time, you don't have an opportunity. That's the whole foundation of due process.

And so to avoid a due process challenge, you really should give us 60 days additional time to get all of this evidence. It's in everybody's interest, their interest, your interest, the Courts usually hear this interest.

And so I do urge you to leave the record open.

Getting back to the history, Mr. Stewart gave my parents an easement across the golf course property. He signed the easement. It was a separate instrument, separate from their deed. Why that's important is because you start to wonder, well -- and my mother always told me -- she has dementia, another dementia case, but she has dementia, she can't really speak about it now -- she always told me that Charlie stewart promised us and her that there would never be anything but a golf course she would look out over.

Our front door looked over the golf course. It wasn't looking at Southern Circle because Southern Circle wasn't there. And so we entered in and out the front door of the house. We had to kind of reconfigure the house later after my wife and I bought it from my mother and make the front door on the other side of the house and kind of

reversed it. And Bobby Rosetti helped us with that, did a good job.

But originally the driveway, the front door, the address, everything, was Stewart Lane. It looked over the 18 Green. It was beautiful. Beautiful site. They picked a good place.

And so I started trying to wonder, okay, well, what does that mean? I mean, if Charlie Stewart sold us that house, promised us a golf course view, did give us a golf course view, assured us a golf course view, he owned the golf course, that's kind of wrong if later on he kind of goes back on that word or somebody else does, does that create what we call a restrictive covenant, an implied restrictive covenant that runs with the land.

Mr. Gillespie knows what that is. He's been looking at it. There are two cases that are very important and they're kind of new. One is out of Omaha. It's called -- let me look at my notes so I get it right -- Skyline West Homeowners versus Broekemeier. The Courts upheld -- that golf course went through a bankruptcy proceeding just like this one did -- the Courts upheld an implied restrictive covenant wasn't written and recorded against the golf course land, but it said given the facts of that case where the developer had a golf course, promised everybody around it that it would be a golf course, sold lots, profited from

that, then later on they can't turn around and redevelop that golf course and leave those other people out to dry after they paid good money for a golf course view, a home, and everything else.

One thing the Courts looked at in those cases was, what's the history. They commented on streets being named after golfers. We have Country Club Estates, that's Southern Circle, Country Club Estates Subdivision. It was sold by Charlie Stewart to a Mr. Owen (ph.) in 1958. He built houses around it, but Charlie Stewart kept the back lot for the red barn where the chemical facility is for the golf course and equipment. And he also had reserved a spot for a well to service Southern Circle because there was no city water system. That's why he could develop this because the golf course had a well.

And so we had a well, and our water well was over by the red barn.

And then later on, the city took that area in and it became part of the City of GUlfport.

So then Charlie Stewart later liked the land business. He said this is a pretty good deal. He sold three lots to Dorothy Samuel, Al Cleveland, and Walter Vick (ph., those three lots. And those are pretty familiar names. They had property on the other side of Southern Circle there between William Carey and Southern Circle.

And then Charlie went over on the other side of the golf course where he owned that property, too, and he built Mockingbird Lane. And he called it Magnolia Manor. And that was done in the early 1960s.

So Charlie moved his house from Don Jacobs' house and built a big one-story yellow brick home, I remember it as a child, he lived there with Dorothy. And they sold lots all around their house on their property. And he promised and on that platted subdivisions it says golf course, golf course, golf course, golf course.

Well, that creates or begins to create an implied restrictive covenant on the golf course property. It's a reciprocal covenant. If you develop land, sell golf course houses, you lock yourself into a use you can't deviate from.

So that what we might be looking at. But this is something the Courts are going to have to visit and talk about and rule on ultimately.

And so that's one reason I ask you all to put this off because there are going to be lawsuits filed. You're making decisions way in advance of what a Court may say about what can happen with this property and what can't happen.

These people in Omaha and in Birmingham, I looked up that case. It's the Henley 11th Circuit Court of

Appeals upheld, that's the second highest court in the land, upheld an implied restrictive covenant on a golf course in Birmingham brought by the neighbors who bought the house and got left holding the bag.

That's what's happening to all the people around Mockingbird Lane. The people on Southern Circle don't quite have direct privity between Stewart and themselves because Mr. Owen got in the middle, but my parents did. And my parents also had the easement directly from Charlie Stewart across that golf course to their house. He knew he was selling golf course lots. He promised golf course lots. And he, in my opinion, restricted that property to golf course use if we win this case.

There's a good precedent out there for it. We're going to have a fight over it. Let's not even begin to make a decision about this until this air is cleared. Take yourselves off the hook.

If you do have to make a decision, if you feel like you have to make a decision because you're getting pressure from a developer, I understand. But I would remind each of you -- I know a lot of you from different walks of life, coached basketball with some of you, and I'm best friends with some of you. One of you was a high school coach at Gulfport East when I was there. And you all are good people. You represent the community. You are charged

with bringing your good judgment, and this is probably the most interesting cases you've heard in a while. And it's one of the more important.

This property is -- the proposed development, and I think it's a wonderful point Mr. Olsen brought up about the potential for him just to rent all these houses out. If you do approve it, by God, you put a condition on him that he's got to sell at least 80 percent of these houses, he can't rent them out. Because otherwise, what he's doing is, he's slipping in a de facto apartment complex on a golf course in a residential area. That should not be allowed under our rules. I don't care what they say.

And so at least condition any approval you make on him being required to sell to third parties 80 percent of these houses so we don't have a de facto apartment complex because this isn't just -- this is really a big trend.

Mr. Elliott knows about this. And developers, D.R. Horton, they build massive subdivisions. They don't sell a house. They rent them all out because they can get cheap money, and they have access to capital that a lot of us can't get, and they just realize they can make a whole lot more money if they rent the house out and then get it paid for, keep the income coming in, and they sell the whole package to --

MR. WILLIAMS: If I can get you to wrap up. You've been going 11 and a half minutes.

MR. WEATHERLY: All right. Well, I think I'm probably going to be the last one.

So end of the day, just say no right now. Allow the Courts to rule on the implied restrictive covenants. At least give us 60 days to put on our case. Allow us to come back before you and offer more comment and experts and people who can give legal opinions about whether there is an implied restrictive covenant because that's a very important issue you need to know. If there is implied restrictive covenant, he can't do any of this, it's not going to be allowed by law.

MR. WILLIAMS: So who maintains the property at that point?

MR. WEATHERLY: Good question.

MR. WILLIAMS: I mean, some guy promised your parents in 1960 that it's always going to be a golf course, who's going to keep up with that property?

MR. WEATHERLY: The same person who's doing it in Birmingham and who's doing it in Omaha.

MR. WILLIAMS: Who's that?

MR. WEATHERLY: The people that own the property have to maintain it. Just like the people that have vacant lots on the beach they have to keep them mowed.

If he wants to have a golf course, he can do that. If he bought a pig in a poke, that's his problem. Okay?

That's the way it goes. That's business.

So I'm telling you, you really need to let the Court system flesh this out, and you please at least give us 60 days to allow due process to work and be fair to the opponents to this development.

Thank you for your time.

MR. WILLIAMS: All right. Appreciate it. Thank you.

(Applause.)

MR. WILLIAMS: No, no, no need for applause. Here we go. Next speaker. I know it's getting late, and everybody is getting tired but let's keep it going.

MS. LOVELACE: I'm Cheryl Lovelace. I live at 14 Mockingbird Lane.

And I -- a number of years ago, I noticed a car kept following me along, and I was getting nervous, and I pulled in my driveway at home, and a very nice policeman got out and told me he had been following me all day and that I was getting a Safe Driver award from the City of Gulfport. And it was some program they were doing as an outreach thing, a positive thing.

So I feel compelled with that title to speak

because I have lived at Mockingbird Lane since 1969, so for 50 years plus I've been traveling the service drive. And I have grave concerns about its safety and ability to accommodate the number of cars at the density that they're proposing would put upon our service drive.

I know it's been said, it's been presented very well with statistics and numbers. Mr. Simms from Southern Circle covered that very well, and he did mention there has been no report from MDOT, no official report that was somewhat, you know, misleading in my opinion in saying that it had been studied by an MDOT engineer.

But I would like to ask that you require an actual report from MDOT, and if anyone who's driven that road and not just studied it, they would know that it has major problems to support that much traffic.

So I hope that you've heard that. It's been repeated all night tonight. But to me, that's the one thing that affects everyone in this room is to have to travel that. Mockingbird Lane has no other way to ingress and egress. Southern Circle has the same situation. Venetian Gardens has the same problem. So we hope that you understand our concerns about that service drive.

MR. WILLIAMS: Thank you.

Next speaker, please.

MS. WILSON: I know you all have to be very

tired because you've been here for a very long day. I'm not going to keep you but a couple of minutes.

I'm not talking about --

MR. WILLIAMS: Name and address.

MS. WILSON: Oh, I'm sorry. My name is Patricia Wilson, and I live on Mockingbird Lane.

And I want to talk just a little bit about the animals that have lived on the golf course.

Like I say, I've lived there 30 years. And when I was younger, I used to walk the perimeter of the golf course in the morning, early in the morning. And I would see such beautiful animals. Birds. We had an eagle nesting there. Hawks. We had all kinds of birds. And we even had Blue Herons. And that one became so very tame that he visits all the yards in the neighborhood. And when he's finished inspecting the yards, he goes back to the golf course to his home.

So I think that we have a lot of endangered animals, birds, animals, turtles. We even have foxes over there. All kinds of animals.

And my question is, where will they all go when they're replaced with brick and mortar? I have a great concern, I called the Audubon Society about this. And they, too, were concerned and thought that perhaps some study should be done for all these animals that's on the golf

course.

The amount of water that is going to be funneled into the Sound is going to seriously affect sea life that we have out there that we depend on, and, in turn, will affect the sea birds.

So the environment worldwide is under scrutiny. Every country in the world has been faced with problems, and we're not helping to improve it by cutting down trees and digging in toxic soil which could only harm animals.

But all the residents that have lived in this historic neighborhood can also be affected when this soil is dug up.

And that's basically all I have to say, and I just hope that you will keep my comments in mind when you're considering everything else you have heard tonight.

MR. WILLIAMS: Thank you. Appreciate it.

MS. WILSON: Thank you.

MR. WILLIAMS: Next speaker, please.

Sir, you've spoken once, sir. Only one time. Thank you.

PERSON IN ADIENCE: I want to say that check out the lot at Venetian Gardens and the service drive.

MR. WILLIAMS: I'm sorry. Thank you.

Next speaker, please.

PERSON IN AUDIENCE: My wife has a brand-new Toro zero turn, and she loves to mow.

MR. WILLIAMS: I enjoyed that. That was all right.

MS. GREGER: My name is Kristin Greger, and I live at 2137 Baywood Drive in Biloxi.

My mom lives on Venetian Gardens at 271 Venetian Gardens which does not abut the golf course. It runs along the railroad track. And she owns three lots. And it already floods every time it rains.

I had my picture on my phone. My phone died.

But the lots that are on the railroad track are the smaller lots. And so it's going to be more houses, and it already floods there.

So I don't care how good the drainage is, it just means that the lot is going to flood more.

And also I agree with what everyone else has said about the traffic and just the amount of cars that will be coming and going. I've been in a head-on accident on the beach frontage road leaving my mom's house.

So I just wanted to put my two cents in.

MR. WILLIAMS: All right. Thank you so much. Appreciate it.

Next speaker, please.

We have another speaker?

All right. We're going to take a 15 minute break when we're finished with this. We're going to take a break.

MR. SCHWEIZER: My name is Michael Schweizer. I live on Mockingbird Lane.

We just recently purchased our house. We moved in -- we purchased -- one of the decisions that we made in that purchase was because Mockingbird Lane was a quiet enjoyable place. We met a few of the neighbors before we purchased our house. And we liked the place.

And why do we like it? Because of the low density.

So please rethink about the density.

We brought to you a lot of issues. Can you share with us when you might make some decisions on our comments?

MR. WILLIAMS: Tonight.

MR. SCHWEIZER: Okay. Very good.

MR. WILLIAMS: Before we leave a decision will be made.

All right. Another speaker? Another speaker going once, going twice. And there has been a lot of discussion, a lot of questions. I know we have some questions that we need to ask you because of the concerns we need some things answered so we need to address some of

these. I will give you some time to make any comments you want from all of these before we start throwing questions at you. So you're up, you or Virgil, one or the other.

MR. STIEFFEL: Did you want to take a 15 minute break?

MR. WILLIAMS: No. We get through this part, and then we'll see.

MR. STIEFFEL: Okay. I will do my best to address these comments. I probably did not write every one of them down, but I think I've got a bunch of them. I'm going to probably go backwards since that's more fresh on our minds.

The last lady that spoke mentioned the flooding that's occurring in Venetian Gardens. There's -- Venetian Gardens drains to a 24 inch culvert that drains into the golf course. That's how Venetian Gardens drains, that north portion of Venetian Gardens. That's one of the areas that we're fixing in our drainage plan. We're actually taking -- the culvert is not sized properly that runs across the golf course. So what's happening is we're actually going to enlarge the culvert that Venetian Gardens is discharging into which will alleviate the flooding that's occurring in Venetian Gardens.

There are some other issues in Mockingbird. There's some other issues in Southern Circle. But we'll

talk about just Venetian Gardens right there.

So that is one of the situations that we will improve significantly. We will probably be close to doubling the capacity of that discharge which should address any flooding and eliminate any flooding that's taking place in Venetian Gardens. And this is at no charge.

This is something the city probably should do. Their budgets limit what the city can do and how quickly they can do it. It's something that's not much of an additional expense to us in a project like this, so we try to reach out the best we can and incorporate resolving adjacent drainage issues.

So that will be a part -- it's already been designed into the plans. The initiative will already have been taken.

A gentleman mentioned whether or not this property was going to be maintained. That was addressed at the last community -- I'm not sure if he made it to the last community meeting last week. Mr. Thames made it very clear that they will be maintaining the property, mowing it on a regular basis. Obviously it will be mowed more often in the summertime when the grass is growing than in the wintertime, but he does intend to fully maintain it on at least a monthly basis there.

Mr. Weatherly, William Weatherly, happens to

be a personal friend of mine since I was a kid. I still consider him one of my better friends there, though we may not be friends any more. Not on my account. I deeply respect him, and I like him. And the fact that he says that about you guys carries a lot of weight, also, because I do respect his character and his judgment. and I don't differ with a whole lot of what he said.

There's a couple of things that he mentioned. He was concerned about the access to -- there's an easement behind his house where they actually -- he said that they gave the easement across the golf course before the subdivision was there. Just for the record, we have designed our subdivision around that easement. We have no intention of contesting the easement. So he can rest easy that it's not a fish that we need to fry, so to speak.

We fully intend on allowing him to keep that easement. We do not need the easement. It seems like it's about 30 feet wide roughly, maybe 35 feet, something like that. And we've designed our lots to have plenty of depth there, and we don't need the easement, so we see no reason at this time not just to let him keep the easement. But we are willing to just go ahead and sign a new easement over to him so it can be official. So he can rest easy on that.

I do take just a slight issue with what William mentioned, and this is not just William, it's a

couple of other folks. But in the timing, you know, asking for additional time. One thing that has not been mentioned from my client's perspective, he's paying interest on over a $5 million investment here. And it's not getting lower. He's spending money every day on this project. And time is money. And when you start paying interest on a $5 million loan, it adds up very quickly. And so time is critical here. We would respectfully ask the commission to make a decision tonight and not table this thing or delay it, and we would appreciate your consideration of that.

And if in the event this thing does go to the Courts, you guys really don't have a whole lot to do with that anyway. Let the Courts take care of what goes to the Courts. Everybody has their own jurisdictions. There's a process, you know, legal process, there's an engineering process, there's a plan review process, that's what we're doing tonight. Engineers review everything. The state will review things. The county will review the plans. Just let everybody do what they normally do, and the project will happen or it won't. If it gets hung up in Court, then so be it. But that's something that doesn't really affect you guys tonight. You guys can decide to approve this thing or not approve it, and it's still going to wind up either being appealed or going to court. It's really not going to have anything to do with your decision tonight. One way or

another, the decision is probably going to go to another level. So I'd appreciate your consideration there.

One of the gentlemen mentioned -- and he mentioned it at one or two of the meetings that we had with the residents at the clubhouse there -- and incidentally, the meetings with the residents is something that's not required as you guys are well aware. My client, that's just the way he is, and that's why we've been doing business with this gentleman for almost 30 years on almost every one of the Arbor communities. He's not just an apartment developer. He does develop single family residential. He has not done a single family residential development here in Mississippi but he's done a number -- a good-sized development over in Florida and very nice development. So he is experienced with single family residential.

But getting back to the alleys. You know, I'm not sure if you guys understand that the alleys that the architect was talking about here -- I forgot his name -- but basically he's talking about alleys behind the lots on the rear property lines. And you heard some of the residents say they didn't want that, and I don't blame them because then you're going to have garbage trucks run behind basically down the property lines. And there's just all kinds of logistical issues with that, you know,w where you put the fences. First of all, you got to build these

things, and these are concrete paved roads. So you're almost doubling the amount of roads in those projects which almost doubles the project cost. Very, very difficult to justify that feasibly. And worse than that, when you do do things like that, if some of you guys are familiar with The Tradition in north Harrison County, one of the reasons why that project is not taking off so fast is because like most normal subdivisions is because the lots and the houses are so expensive. Well, that's why they're so expensive because they put so much money into the infrastructure that nobody can afford to buy the houses. They have to charge that much for the lots, and on top of that the houses. And then you have the maintenance of these alleyways. So it's a neat idea, but it's really not very feasible or practical when the road meets the road when you actually go to developing the projects.

As far as the horizontal houses or apartments that were mentioned, I think William mentioned this and the architect mentioned it, maybe one or two other folks, all I can tell you is that I'm well aware of that. That is a legitimate deal and a legitimate concern from these folks. But in this particular case, I know this developer, and I know he has no intention whatsoever of dong this. He intends on building every one of these houses, and that does not work when you're talking about horizontal apartments or

whatever it is. And Horton is one of them. You know, we do engineering for Horton, also. And they have done subdivisions like this. But this gentleman does not develop that way. That's not his modus operandi here. He has no intention of doing that. And I don't mind going on record saying he has no intention of doing that and will not do that.

MR. WILLIAMS: He has no ownership in any type of development like that that's horizontal apartments?

MR. STIEFFEL: That's not what he does. He does regular apartments, conventional apartments. So don't let that be a concern.

Let's see here. There's a gentleman that more recently mentioned he is concerned about hydroplaning on Highway 90 and possibly on the service drive, the frontage road. And to hydroplane, a car has to be going 50 or 60 miles an hour. So if you're going that fast on the service drive, you're going way too fast. The problem is not the hydroplaning and drainage as much as it is the speed the car is going. However, I can tell you this, that the drainage plan that we have, and I'm going to kill two birds with one stone here, some folks are concerned about the water that we're getting on these 50 acres that's going to be going out into the Gulf. Well, the water is going to th Gulf today, the same amount of water -- acreage. We're not

changing the acreage. It's the same amount of water for the last hundred years and it would be for the next hundred years whether this project comes or goes. You got the same water that's going downhill, and it's going to go to the Gulf irregardless of whether we do this project or not.

What we're going to do is we're going to help solve some drainage problems in the adjacent subdivisions. The folks that are objecting to this project, we're going to solve some of their drainage problems, and we're going to bring this drainage underneath Highway 90. And at the same time we do that by collecting the drainage and creating a new outfall under Highway 90, we're going to solve some of the frontage road drainage issues because less water is going to be getting there. And on top of that, we're going to be solving some of the drainage problems on Highway 90.

Most of us have driven down Highway 90 when it's pouring down rain in some of these storms, and the water just doesn't get of the road very fast. The profile of the road is very flat. And I understand that.

What we're going to do with this new outfall, we're actually going to tie the existing outfall -- there was some conversation about the existing outfalls and they're not working very well -- we're going to actually do away with one of the existing outfalls and enlarge it and improve it so that it drains better. And it will drain

Highway 90 better. It will drain the property better. And it will drain the frontage road better.

So it's kind of complicated to get into the details, but that's the way it's been designed, and that's the way it will work.

MR. WILLIAMS: So stay on that for just a second. So when Mr. Holleman spoke of the additional drain that's going to go under Highway 90 and out there, there is an additional drain.

MR. STIEFFEL: It's a double 42 inch culvert. It's an outfall. It's going to be going probably within about ten feet of the existing 30 inch outfall. And the existing 30 inch outfall -- and we're meeting as we speak with county engineers and highway department folks -- but the existing 30 inch outfall as it looks today is going to be eliminated and replaced with the double 42. That's the way it looks like it should go.

We don't mind leaving the 30 inch in there, but the county thinks it might be better to eliminate the existing 30 because it's not draining very well and just replace it with the new double 42s which would work very well. So it's really kind of superfluous, and they just don't want -- I think the county in general is trying to move in the directon of reducing, kind of the railroad, reducing the number of outfalls across the beach so it

doesn't look so unsightly and it may be less maintenance, instead of maintaining all those outfalls that get blown around with the hurricanes.

So what they're tying to do is exactly what we're doing is to reduce the number of outfalls and make the ones that we keep bigger. That's precisely what we're doing here. It will make the highway drain better, and it will make the city drain better that's getting to the highway.

MR. WILLIAMS: Okay. Talking about drainage, just one more thing. Somebody had mentioned with the stormwater maintenance going behind the homes and how that was a poor decision to have that behind the homes. Do you remember that comment and why that was brought up?

MR. STIEFFEL: Yeah, vaguely. And I could't quite completely grasp what they were talking about, and we may have mixed some comments together.

But I can tell you this, and maybe this will help. The rear yards of some of these lots, some of these subdivisions like in particular Mockingbird, Venetian Gardens, the houses are built up on slabs and the yards drain towards the street and they drain towards the back yard. Some of these back yards don't have any place to drain. They drain to the fence line or close to that, and then they kind of get backed up because the golf course property is not lower, it's not draining onto the golf

course property. In some cases it does. But the water just stops there. And there are culverts back there behind Mockingbird Lane actually in these people's property in the rear yards of Mockingbird lots.

I don't believe there's any culverts in the rear yards of Venetian Gardens or Southern Circle, but there are in Mockingbird Lane. We found them and located them. They are basically in a very poor condition. They're not working very well. They really need to be replaced. And they're also undersized. And that's typical. You know, when things were built 20, 30, 40 years ago, they're typically not built to the standards we have today. And so we're going to upgrade all of the drainage. These lots that do have drainage problems in the back yard, they're going to be able to drain into our new drainage system.

I think one of the gentlemen said something about whether or not BMPs, those are best management practices, we deal with those on every project and every municipality. BMPs will be implemented. The construction plans actually have the lot maintenance plan, the stormwater pollution prevention plan, everything that the state requires, DEQ requires, and it will all be addressed. And if there's any shortfalls or anything that needs to be enhanced through the review process, there's about a dozen engineers that review these plans and environmental

engineers on top of that so with the DEQ and the health department and the county and the city. So there's a lot of eyes, it's not just my eyes, it's a lot of eyes that are going across these plans evaluating everything.

MR. WILLIAMS: All right.

MR. STIEFFEL: One lady mentioned I think up there closer to the north end of Southern Circle that apparently they're leaving their house, their garage is accessible from our property. And that's that connection, that's right where the connection would be made to Southern Circle. So evidently if I'm understanding correctly, they're using that gravel driveway that's coming off the north end of Souther Circle to get into their garage.

Obviously if we accommodate the city, which we think is the right decision, we think the planning department making the connection to Southern Circle -- I know it's not popular, but I'm just talking about strictly from an engineering perspective, maybe making that connection, if we make that connection, we have no problem with these folks obviously accessing that road. If they need an easement or if they can just access via direct right-of-way, we certainly don't have a problem with either one of those things. We are here to help. We're not here to hold people over a barrel.

However, if we put the gate there, like a

Knox Box there, as I understand the logistics of that and the geometry, they may not be able to get out. But they could get out our subdivision. They'd be able to go out that way. So that's just a minor -- I'm not sure if you understood if that way, Greg, or not. But I think that's correct. We are here to help. We're not here to be an obstructionist. If there's anything we can do to facilitate their access to the new roads or to Southern Circle, we're flexible, and we'll do whatever we can do to help them.

With regard to toxins and potential toxins and, you know, I think somebody mentioned possibly excavating things. You know, it's not uncommon, not real common, but it's not uncommon for construction projects that are going up and down the beach or all over the place to dig up by accident to run into Indian bones or artifacts or historical artifacts, things like that. And likewise, you can kind of put that in the same boat as toxins. You know, potentially if there's arsenic or if there's any other contaminants in the property, God forbid, we don't want to hurt anybody. We certainly don't have a problem working hand in glove with the DEQ. They will give us directon and guidance. You know, they've already had, as I understand it, one lady that we've been speaking with, and we try to communicate with the residents as best we can, but one lady said they already talked to DEQ, and I think someone may

have even filed a complaint. Well, that's perfectly fine, and we welcome those things because I'd rather know the problem and deal with it head on than just hope it wasn't a problem. That's not responsible.

So we will coordinate with DEQ on these things. And to that point, when you run into things like that unexpected underground, and I think some gentleman mentioned asbestos, that there might be asbestos lines, we know that there are underground water lines because they're providing, you know, they were feeding the sprinkler systems for the fairway. So we know they're there. We do intend to dig them all up. We can't build houses on top of water lines. You can't build streets on top of abandoned water lines because they can leak, and you have sink holes and that type of thing.

So every water line that's out there now, whether it's asbestos or PVC or adductor line or whatever, transite, depending on how old it is, they will be removed. If we happen to run into asbestos lines, we'll just deal with it the way you normally have to. There's laws, policies, and requirements that the DEQ sets forth to deal with these things. If we run into asbestos, we stop, and we get somebody, a certified asbestos contractor, and they will come remediate it, mitigate it, and get it out of there properly so that nobody gets hurt, it doesn't get in the

dust, in the air, that type of thing.

MR. WILLIAMS: What is the very short answer on how you find all those lines? The gentleman that spoke on that said that he didn't know where they were, but as he would dig something up, he'd find them.

MR. STIEFFEL: We know where they start. And so what you do, first of all, there's a water well on the property, that's not a potable water well, it's just for irrigation. And we've talked with the health department, the state health department about that. We can use that water well for construction but not for consumption or for potable water.

Look, what happens is all these irrigation lines come from the water well, and we'll just simply start there and start on the other end at the sprinkler heads on the golf courses --

MR. WILLIAMS: Follow from there.

MR. STIEFFEL: -- and just follow. You just got to dig them up. There's just no easy way to do it. But they have to come out of the ground.

MR. DAIGLE: You said we dig them up. And I used to run an excavator, and I couldn't tell you an asbestos line versus a PVC water line because it's all mixed in dirt. Isn't it a little more prudent don't you think to do some of these studies ahead of time if there are people

reporting to say that they did this, they put these toxic chemicals in the ground, and all of this literature that we've got up here that says reports all around the U.S. that this is happening. Wouldn't it be prudent to take a few samples and send those in and see if we have anything out there that might be toxic so we're not exposing that and releasing it into the air?

MR. STIEFFEL: It will be obvious.

And to answer your question, you can do reports, but these things are -- you can report things to death. But the key is just to figure it out. Nobody knows for sure. This whole system was put in years, decades and decades ago. So even with some of the folks that might be aware of where the lines are, they don't know what they're made of. So there's really no way to figure this out.

And the gentleman that we spoke with when we met numerous times with the golf club maintenance people and some of the board members there, they knew about where the lines were but they said they lost all the construction plans in the hurricane. So there's no record of anything other than what you're seeing coming out of the ground, the sprinkler heads, the water well. So we're just going to have to go in there slowly but surely and just methodically dig them up.

And it's not complicated, it's not difficult

to tell the difference between asbestos and PVC and transite, adductor (ph.) line, these types of things. So if we're digging up and we're digging up PVC or anything else, then we just keep going. The moment we hit asbestos, if there is asbestos, we stop dead in our tracks. The contractor knows this. This is required law. This is actually law. It's not something that we recommend. So they're required by law to stop immediately and then get our qualified experts to deal with that type of thing.

So the only way really to figure it out is to dig it up. And you dig up until you run into a problem. It's the same thing if you do any kind of underground sewer work, and some of these lines are four, six, eight feet in the ground. And you can guess all day, or you can try to research all day or interview people. But there's nothing better than just digging down and looking at it. Then if it's good, if it's PVC, we just keep on digging. If it's not, then you get certified people that know how to dig it up and dispose of it properly. Good question, though.

MR. WILLIAMS: Hold on one second.

MS. ADOLPH: Let me ask you, Mr. Stieffel. I worked for State Department of Health for 25 years, and worked Superfund with EPA with methyl parathion and developed asthma. And worked Jackson County for a solid year with the people with the methyl parathion.

I hear you saying about digging it up and then dealing with the outcomes and the results. Would it be a consideration to talk to besides DEQ to talk to EPA Superfund out of Atlanta who does then sends in a team, and then they would look at it and probably would not come as an expense to the developer but because it could be considered a Superfund situation and it might help some other communities in their situations when they're looking at developing on older golf courses in their communities.

So I would ask that you possibly consider that, talking to Atlanta EPA Superfund in terms of looking at before you pull up something that our community might not be able to stop the residual effects n the long run. Our birds, our wildlife, even our people, for us to be really, really vigilant about something like that.

I live with asthma every day just hugging people in the interpretive from a Superfund site in Jackson County. So I just ask you to reconsider.

MR. STIEFFEL: Yeah, I see no problem with that. And I don't know -- I don't have a lot of experience dealing with the Superfund. I'm an engineer and I just try to make water go downhill.

MS. ADOLPH: They know how to find me. I'll help you.

MR. STIEFFEL: But I know people who do know,

and I will get with the developer, and we will investigate that, and we will go wherever it leads us.

We will also coordinate every effort with DEQ. They're our local highest authority, and I see no problem whatsoever in investigating.

And we're taking about two different things. When you're digging up a water line, that's something that you're -- it's pretty obvious where it is, you can find it, you can trace it.

But the other issue which is think what you're getting onto is the potential for chemicals being in the soil, having accumulated there over the years. I see no problem with doing sampling and testing, and that would be something that obviously we have to hire geotechnical engineers or environmentalists to do.

And what we can do is, we can talk to the developer about that. And we'll move that process forward and just follow wherever it leads us.

And the last thing we want to do is cause any health problems. And I don't know if any of these health problems that we're hearing about tonight are caused by the chemicals in this area or not. It may be, maybe not. And I don't know if anybody could ever prove it one way or the other whether it's contaminated or not.

MS. ADOLPH: We do live in the cancer

corridor of our country. We do live there here on the Gulf Coast.

MR. STIEFFEL: So the answer is, the short answer is yes, we will pursue that, we will investigate it. We'll get with the developer, and we'll take whatever action we can take to try to either figure it out and bird dog that thing.

MS. ADOLPH: Thank you, sir.

MR. STIEFFEL: Thank you.

There was a comment about some of the lots backing up to Magnolia -- Mockingbird and the size of the lots. And they were complaining that there were a lot of lots or there were a number lots they had to look at compared to their one lot because their lot is bigger.

Well, you know, due to economics and the feasibility in the market today, people in general, most people don't want a one acre lot. It's just that simple. And I know these lots in Mockingbird, most of them are not an acre, but they're significantly larger.

We have half-acre lots in the proposed subdivision, not many, but we have a couple, a few, they are a size. And it just depends.

But the issue here is that we are -- what we're proposing here is significant less density than what we could propose and still be within our rights. So we

could have laid this thing out for well over 200 homes. We're down to 174 and providing a lot of green space, a lot of park area, nice amenity packages, and the developer has really been very, very gracious here. Many developers would try to maximize every lot they could get in a project. That's not what this guy is trying to do. He's trying to transition even, you know, yes, the larger lots are all on the beach which is understandable. You transition to a lot of 70s, mix of 60s, 70s, and 80s as you work your way back. But even as you get in the back area, it's not all 60s. There's still 70s, 80s, and bigger lots in the back.

So, yes, the majority of the lots, more than half of the lots are 60s by 125s. But we tried to put in a mix as best we could and to keep the project feasible. So the comment about the Lots 15 through 24 or roughly in that area, a lot of those lots are not actually 60 foot lots backing up to Mockingbird. A lot of those are actually 70 foot lots. Not a big difference, but it is a difference. And it's an effort to try to make things blend a little bit more.

And we're kind of stuck between a rock and a hard spot because if you -- you know, the lot sizes in Mockingbird are fairly large. And frankly, most of the lots in our subdivision, the vast majority of them are smaller than Mockingbird. We've got -- probably I would say that

the average lot size in Southern Circle is sightly larger than the lots in our property in this project, I grant that. But at the same time if you go over to Venetian Gardens, all of those lots, platted lots, are significantly smaller than these. So we're kind of in a push-me pull-me type thing. We're bigger than this subdivision, we're smaller than this subdivision, we're comparable to this subdivision over here. But it's a mix. You know, we don't want to put in 40 foot lots like Venetian Gardens, but we also can't afford if it's not feasible to put in the half-acre lots or acre lots like Mockingbird. And so we're resigned to doing something comparable, and it's slightly smaller but comparable to Southern Circle.

And so it's a mix. You know, if all the lots in all the subdivisions were 80 by 140 in Mockingbird and Southern Circle and Venetian Gardens, they were exactly one size, then I could see it might be a little bit of a pressure to try to make these lots exactly the same size. But it's a mix. It's a mix, and we're just trying to find a happy medium, something that the market will support and demand, and that's where we are today.

A gentleman mentioned something about, I think one gentleman mentioned that he would prefer a non-asphalt connection to Southern Circle from the north, you know, that connection that the city would like for us to

do. We're perfectly fine with that. We don't mind doing an asphalt connection with curb and gutter and making it a regular travelable lane with a gated Knox Box or without a gated Knox Box. We also don't mind not building the road at all or anything in between. You know, it's just the preference of the planning commission and the planning department we're trying to accommodate. If y'all prefer to approve that connection with a non-paved which the gentleman suggested in the back earlier tonight, we're okay with that. We don't have a problem with that.

Let's see here. Yeah. There was a comment earlier, I think it was by Mr. Holleman, regarding the homeowner associations. And that's been kind of some -- I don't know if you guys have a lot of experience with that, but it's kind of growing pains with these homeowner associations. This is kind of a relatively new thing in the last 10, 20 years. People have done homeowner associations in south Mississippi for decades, but not many of them. And typically they're not kept up with a lot of times, and we've run across homeowner associations in older subdivisions that might be acre lot subdivisions. Well, the problem is, you only got 40 people trying to maintain or pay for the amenities in the entry, the monumentation, the landscaping, and there's just not enough people to split the cost, spread the cost over.

When you have a project like this, we have been finding more and more, because it's required. There are some things that have changed in the last 10, 15, 20 years with developments that are making HOAs more accountable, namely drainage. The DEQ is requiring, has certain requirements with drainage and water quality certification requirements that we have to deal on virtually all those subdivisions. And what happens is when you have these requirements, the accountabiity and responsibility has to fall on somebody. Well, the cities and the counties don't want the responsibility to maintain these detention areas. You've all seen them. You know, we've got these detention areas. And detention areas serve their purpose. They clean the water, and they filter the pollutants out, and they discharge the water downstream. And they also throttle the water to make sure you're not discharging more water post-development than what you were discharging pre-development.

But what happens is when you build all this stuff it all works fine. But after about four or five years when all the homes are sold, somebody's got to maintain it. And the cities don't want to maintain it. So what's been happening is, we've been requiring the homeowner's association, we've been setting these things up with the developers and with the builders, and they have been

instigating and promoting and essentially forcing all the homeowners in the covenants themselves, in the purchase contracts, that they have to participate in these -- and pay the dues of these homeowner associations. And what we've been finding is they are doing it. They're stepping up. In my subdivision, it's happening. And this is not something that was commonly done just five, 10, 15 years ago.

So we're really in kind of a transition period here where people are becoming more and more used to residents, these homeowner associations, how to work and what they do. And they can generate revenue, plenty revenue, to maintain not only the pretty stuff, the bells and whistles with the landscaping and the lighting and things like that, but also drainage which the state is requiring, the state is basically requiring the counties and the cities to make sure this stuff is getting done. So the counties and cities are passing that off and trying to encourage us to make the homeowner association so it does not become a tax burden to the citizens. And I think that's the best path.

We found that to be successful. And I guess to sum it all up, the HOA, the concerns about the potential pitfalls of an HOA not being interested, not paying their dues, basically becoming derelict and not fulfilling their responsibilities, we're finding that to be less and less the

norm. It's becoming you know, these HOAs that we're setting up with these new developments, for the last 10, 15 years, they're stepping up and doing what they need to do. There's always a few people in a development as exemplified tonight who will take the initiative to protect the community and do what's right by their subdivisions. And that's what we're finding with these HOAs. All you need is a few ringleaders, and they will spearhead and make sure things are done properly.

So I don't think the concerns about the HOA stepping up and fulfilling their responsibilities and maintaining these things, amenities, you know, if you're going to have a million dollar amenity with a clubhouse and pools and recreational facilities like that along with these parks, the folks that live there are not going to want them to be trash bins and basically become a garbage can. They're going to want them to be well kept, landscaped, and they will do that through the homeowner association dues.

There was a brief mention about -- it wasn't elaborate, I think it may have only been one person, about the school situation, is this going to cause undue stress on the schools and that type of thing. And we have met on multiple occasions with the mayor and the mayor's staff and Glen East, Dr. East, about this. And they are supportive of this development. In their support, they say that the

schools will not be adversely impacted by this development, it would be an asset.

And there was one other comment, and it was kind of corrected by another comment I think right close to the outset. Somebody had mentioned that we came here, that we met with them at the first community meeting, that again was not required, we did it on our own initiative, and that nothing had changed from the first meeting to now. Well, that's absolutely clearly very, very, very wrong. And it was corrected by one of the other residents, and I appreciate that. I appreciate the honesty and the frankness.

There has been a lot of changes made of these plans. We've lost a number of lots. We've made a lot of lots bigger, got less smaller lots. We have more bigger lots. We have less lots altogether. We have more green space. We have bigger parks. And as we speak, as time goes on, we are working with some of the neighbors, at least three or four, in trying to make sure that we're not -- I mentioned this earlier -- that we're not adversely impacting their trees and the root systems as best we can. May not be 100 percent, but we're going to make every effort we can to save every tree and minimize any potential damage to any tree. And I would say just about every tree, there's probably 30, 40, 50 nice protected trees. And to my

knowledge, there's only about one or two of them that we might have to cut down, and they're the small ones that maybe have to fall right into the middle of a drainage easement that we have to get through in order to solve some people's drainage problems. And I think that if you weigh the difference between flooding and one tree that's a small tree, I think that it's more important to -- and we can also -- we will be replacing the trees. Any trees that are cut down or removed, we will be mitigating those trees at least one to one and possibly more than that, possibly two to one. And then you put the trees where they can grow. Put them in the front yards, put them in the parks, where they have room to grow and become healthy forever.

I think I about wore out my welcome here.

MR. WILLIAMS: Yeah. I was going to say you exhausted my list.

Commissioners, anything that y'all heard that you'd like Mr. Stieffel to address?

MR. DAIGLE: If you could circle back a few times. We heard people talking about the traffic study. I think that's a big issue. In your initial, you said that you had a very highly intelligent person do a traffic study. Their contention was that it was not done by anybody from MDOT.

I'd just like some clarification on that as

to who this individual was, what are their qualifications, are they associated with MDOT, and has MDOT been involved in any of this process in observing or figuring out this traffic. So was it done on a Sunday?

MR. STIEFFEL: It was not MDOT. I'll clarify that. Jonathan Kaiser is the gentleman's name that did it. He worked with Neel-Schaffer who most of you all are familiar with Neel-Schaffer. Neel-Schaffer probably has the reputation for being the predominant traffic engineer in the state for Mississippi, has been for years and years. Very, very reputable.

Jonathan Kaiser was their traffic engineer guru. He was the one that was handling all of their traffic studies and reports and evaluations and things like that.

So Gordon Thames, my client, is one to surely spare no expense. When we run into an issue like that, whether it's toxins in the soils or asbestos in the water mains potentially or traffic, he wants to try to grab the bull by the horns and deal with it head on. And I told him I think that's probably the best guy. There were two or three engineers who were very reputable. I think that Jonathan Kaiser is probably the best.

He is in business for himself now. He has done a lot of work over the last 20, 30 years with the highway department, obviously working with Neel-Schaffer.

He understands traffic better than anybody I know of. And he's the one that did the traffic evaluation and the report.

And I made sure that he understood that whatever he comes up with we're not bending or twisting anything, just figure out what the traffic counts are. I think he did probably go to the -- he probably went to the MDOT traffic counts. You know, they do traffic counts on a regular basis. They update their traffic counts on all their roads. And I think if I remember correctly the traffic report that he gave, the numbers that he had, were numbers, he did have numbers on the frontage road and Highway 90 and Anniston and DeBuys and Cowan Road.

And I asked him, make sure that the report goes from Cowan Road all the way at least to Wal-Mart, and that's what he did. And we got traffic counts for all those things.

Now, he didn't actually go out there with his ticker and count cars. We rely on MDOT's traffic counts, as I understand it. But he's the one that did the traffic study. And if he would have recommended that this project not happen because these roads won't support it, then we wouldn't be here right now. It's that simple. Those are things that are absolutely critical that you got to get right the first time.

And we implemented and changed the plans

exactly the way he told us to. So we added the additional lanes, widened the entrance.

And I agree with these folks. And I drive down, every one of us drive down frontage road. It's not an ideal situation. And from an engineering standpoint, it's a very difficult solution to seek, you know. What do you do? Do you move Highway 90 to widen the frontage road?

The only thing I could think of that could -- one of two things. Either you buy additional right-of-way which could be done on our property or up and down the frontage road. The highway department could come eminent domain to widen the frontage road, or they could go down there and cut all those trees down, you know, that the gentleman talked about his son hitting the curb and almost going in, and that scared me to death. You know, you hit a curb, you flip, your car goes out of control, you're going into oncoming westbound traffic on Highway 90 when you're eastbound on the frontage road. That's a scary thing.

But again, if you stay in your lanes, you're safe. And you do the speed limit, you're safe. It's just that simple. But not to make light of that situation. It's conceivable, you know, you've seen what the highway department did, and were actually involved in this, but right in front of Edgewater where they built the ramps going up into Edgewater, that works very well. Deceleration lanes

and acceleration lanes coming down.

It's very possible that one day the highway department might see fit to remove all the oak trees on the frontage road and do a retaining wall up the -- basically behind the curb, and that would give you plenty of room for widening and make it much safer. And that's what MDOT does.

I've done a number of MDOT projects when I worked for previous engineers. And they are like the railroad, you know. If they're pushed into a corner, they're very likely to come through here, and they might upgrade that frontage road and make it very, very safe, but there's going to be a price to pay for it. You're probably not going to have any more trees there. And the tradeoff is just -- there seems to always be a little bit of tradeoff there.

MR. WILLIAMS: Well, there's got to be something done because somebody talked about the other property is going to be developed on that frontage road, and it will be developed at some point. So we're going to have to do something.

MR. STIEFFEL: And unfortunately sometimes the highway department, you know, I'm not sure how many people are familiar with the warrant process, but in order to get a traffic signal approved on a county road or a city road, it has to be warranted. And the way you get warrants

is the number of deaths, you know. So people have to die to get a signal if the highway department is going to do it. And that's not a pleasant thought, but that's just the process. That happened over here on new 67. You know, there were two or three deaths there, lick skillet, and they couldn't get the highway department to put a signal there until two or three people died. And there is a signal there now.

And you don't want something like that to happen on the frontage road, and hopefully it won't come to that. But the frontage road, if people drive safely and they drive in their lanes, and I know, look, I've been down the interstate, got people texting and driving these days, and it's just not what it used to be. Burns me up. But if people will drive safely and they obey the laws, the roads will handle the traffic.

MR. WILLIAMS: All right. Any other questions?

Commissioners, I'm being told that we need to take a three minute break. I'm not going to go 15, but we're going to take a three minute break. Then we'll get going again.

(A break was taken.)

MR. WILLIAMS: All right. Back on the record. Here we go.

All right, Commissioners. We've heard a lot of information tonight, heard from both sides.

First of all, for all the residents for everybody that stuck around, thank you so much. This is what's good about Gulfport. Whichever way this goes tonight, as Coach said in the original prayer, I hope that everybody leaves here with knowing that the best interest as we thought for the city was done. But you certainly did what was best for you as a resident for your subdivision, and I appreciate all the work that's gone int it. You know, long, drawn out, told somebody during the break there are a couple of times I almost got frustrated, but gosh darn, everybody has been so nice, we're going to keep it going.

So whatever way this goes, of course, it goes to the City Council, and they will ratify or determine what's going to happen from there. And as mentioned a couple of times, it's the courts one way or the other.

So that property unfortunately is not going to be a golf course any more. And, you know, it goes back. I enjoyed William's history of kind of how far it went back and all those things. But it's going to be a development. We all wish that that was a four lane service drive that's up there because there's going to be a lot more development that's going to go. So we don't know which way it's going to go. But as a planning commission for the City of

Gulfport, we're going to make a decision here in a minute one way or the other, and then we'll take it from there.

And somebody is buying dinner after all this.

So, Commissioners, any questions? Any thoughts, any questions for the applicant? Any questions for the staff? And if you've thought through it well enough, let's talk about motions, let's talk about what we're ready to do here.

MR. HEWES: Just a few things, I guess housekeeping a little bit.

So for the residents, thank you all for coming out and expressing everything. But so you know, as a board, we're not looking at animal protection as a commission. We're not looking at soil quality. We are making a vote on a site plan. And so to me that includes traffic and drainage and a few other things for the site plan.

And I want to thank you, Mr. Stieffel, for answering all the questions as well as you have. I don't know you, but I like the way you come across. I just hope the developer is going to back what you say.

My concern is -- the only concern I really have as a commissioner is not y'all's fault, it's not y'all's. I don't think the service road will handle that

much traffic.

(Applause.)

MR. WILLIAMS: Not this late, please, not this late.

MR. HEWES: I'm not looking for any claps, I'm just making a point.

MR. WILLIAMS: Thank you all.

MR. HEWES: I live on Second Street, and it's not much different than the service road because people get on Second Street and take that to avoid Highway 90 because it's a pretty good drive.

If people did 20 miles an hour and didn't pass in a residential area in a narrow road, it wouldn't be a problem. But people are getting hurt.

So that puts us between a rock and a hard place from where we go with this. And it's not the city, it's DOT that owns that and that road. So everybody here is kind of stuck.

So I'm just throwing that out for conversation amongst the commission to see if y'all have any ideas or statements.

Obviously the first thing we do would ask y'all to reduce the density of that subdivision. But if we're looking at 400 cars for 175 lots, if you drop it 50, it's going to drop it to 300 cars. Is that going to make

that big of a difference? No. It's still 300 more cars on that narrow road that I don't think was planned to have this kind of traffic years ago.

So do y'all have...

MR. WILLIAMS: Any comments on that or any other questions that may come up that we need to discuss?

MS. ADOLPH: My only concern is in terms of this would be the possible outcome or result as I had spoken before in terms of what could happen if we do not examine. And I know Mr. Hewes and I might differ a little bit on our views of that, but the health, welfare, and safety of our citizenry is always a concern of mine.

And that being the case, I would then offer a motion that we table this for 30 days, not 60, but 30 days so that all concerns might be addressed. This might not be entertained fully by this planning commission. But I'm offering this so that we are all safe, that we are all taken care of, and that all concerns have been placed on the table.

This is my motion Mr. Chairman.

MR. WILLIAMS: All right. We've got a motion to table this for 30 days. Do I have a second?

MR. KEATING: Mr. Chairman, if I might, parliamentary procedure, a motion to table is inappropriate because a decision has to be made at the meeting where the

motion to table is actually read.

A motion to postpone would be appropriate. That's the appropriate motion.

For the record, I just wanted you to be aware of that.

MR. WILLIAMS: Every once in a while it's good to have a lawyer in the room.

MS. ADOLPH: Sure is, and it's good it's Hugh.

Mr. Keating, thank you for that clarification. And I will accept that in terms of changing that to a motion to postpone for 30 days.

MR. WILLIAMS: Motion to postpone for 30 days. Do I have a second to the amended motion to postpone it for 30 days?

MR. JONES: Second.

MR. WILLIAMS: Got a motion and a second. Any discussion on that?

MR. DAIGLE: I would like it to -- my discussion, my point would be that Mr. Stieffel made it clear that he is looking for approval or denial. And I think that my opinion is that we're leaning more in the direction of if you don't like where this case is at and you don't think it needs to be approved, based that he is the submitter of this, and I don't think that we should postpone

it.

So my recommendation would be that we consider denying that postponement, that we all vote nay on that, and that we do make a decision tonight. So I just wanted to speak to that.

MR. HEWES: And Ms. Virginia, thank you. I do believe we need to watch out for the health and welfare of everybody. But we're voting on a plan, not the health and welfare of everybody.

MS. ADOLPH: I do understand.

MR. WILLIAMS: And I totally agree with that. Just to mention on that that I'm not so sure that 30 days is going to get us where we need to be on all of this anyway. So it's more so to allow the state agencies that govern those type things, and I know it's a scary thought that you're digging something up and you've got an issue and you deal with it, but that's kind of more appropriate than trying to postpone it for 30 days because we won't have any answers, we won't have any results I don't believe at the end of the 30 days.

So just my thought.

MR. HEWES: And what you were saying, Keith, earlier, when we came back from break is there's not going to be a golf course there any more. And just the house I'm living on Second Street, after Camille it was my

grandparents' house. There's a hotel across the street. Things do change when you buy a home. And your beautiful green pastures and sunsets are not always guaranteed to be seen.

So I'm one and the same as Mr. Daigle and Keith, this is a pill we've got to swallow. If we put it in our mouth right now and wait 30 days it's still going to be there in 30 days. So we need to make a decision one way or another.

So I think there's a motion on the table.

MR. WILLIAMS: Yeah. Any other discussion on the motion that's on the table?

MR. SPANN: I just think that I agree that we need to make a decision now. I heard some things that were key to me, and that key was the man has a right, and whether good or bad, he purchased the land, he owns the land, he has the right to develop that land.

And you know, let the entity, let the people who handle these apartments handle all these other issues. Our job is to move forward today with a recommendation. I think that's what we need to do tonight.

MR. WILLIAMS: Thank you, sir. Appreciate it.

Any other discussion?

MR. JONES: Let me just say this.

MR. WILLIAMS: All right, Coach.

MR. JONES: The majority always wins. But everybody have their right to voice their opinion as far as whether this meeting should be decided tonight by what the gentleman said,I mean, that's his opinion. But the opinion should come from up here. So we just vote it and be through with it.

MR. WILLIAMS: I totally agree.

MR. JONES: That's all you can do.

MR. WILLIAMS: Yeah. Great comment.

All right. So we've got a motion on the floor to postpone this for 30 days. So all those in favor of that motion to postpone for 30 days raise your right hand.

(Adolph, Jones)

MR. WILLIAMS: All those opposed.

(Daigle, Spann, Hancock, Elliott, Hewes)

MR. WILLIAMS: So that motion fails. So we still have a case before us in regards to this development.

MR. HEWES: With everything we discussed and everything that's just been said, we can just cut to chase.

I move we approve Case 2207PC126.

MR. WILLIAMS: Got a motion on the floor to approve the case.

Do we have a second?

MR. SPANN: Second.

MR. WILLIAMS: Got a motion and a second to approve the case. Any discussion?

All right. Little discussion on that, Charlie, if I offer up. We've got a few issues, and it's mentioned in the technical report, and I would hate to have an approval that we didn't go through some things, such as the private clubhouse, you know, not being part of the allowed by the chart of permits and the use in the R-1-7.5. I would like that to be resolved, you know. If we do this approval, they work with the planning department in order to resolve that.

We have some issues with some street names that are not consistent with standards. I'd like for that to be reviewed and looked at. Talks about all signage and striping shall meet the current City of Gulfport construction standards, provide construction plans at the time of permitting, the things in our technical report that are conditioned by the city, I would like that added to it if we possibly could.

MR. HEWES: So if I can add that to this motion, public works, traffic and safety, building code services all have departmental conditions, I would like those departmental conditions met.

MR. WILLIAMS: All right. So we're adding

that to the motion. In order to do that, the person that seconded that would have to agree with that, too. Reverend Spann, you agree with that as a second?

MR. SPANN: Yes.

MR. WILLIAMS: All right. So we have a motion on the floor to approve this case with all the conditions set forth in the technical report by the departments in working with the planning department to resolve those. Any further discussion?

MR. DAIGLE: Just a little bit. I do agree very much with what the Reverend said about to let people develop and letting the departments do due diligence. This is the longest meeting I've ever sat in and probably the most literature that I've ever read through in this short of a period of time. And for me, that definitely weighs in -- I think we have some obligation to consider the citizens and the people we represent, as well as the City of Gulfport. I think there's some inconsistencies as far as some of the diligence that could have been done ahead of time and still needs to be done as far as testing the ground as Ms. Virginia talked about, as well as some of the drainage considerations I think is pretty far along, but I think there's still more that needs to be done as well as the traffic study.

So that was my take I just wanted to speak

to.

MR. WILLIAMS: Totally agree.

All right. Any further discussion?

MS. ADOLPH: Mr. Chairman, in terms of this commission and the citizens that are here, understand us and understand us well that we might disagree but we are not disagreeable. And we are a commission that works very hard to address your concerns, whether or not we agree all the time. So I am so pleased that you all stayed with us and that we come to a resolution regardless.

Thank you, Mr. Chairman.

MR. WILLIAMS: Greg?

MR. HOLMES: Forgot to mention about that right-of-way I think we show that at least 60 foot. I know Mr. Stieffel said 70. But we need to make sure if this is approved that the plans are updated that that should be 60.

MR. WILLIAMS: Can we specify that? And that is part of one of the conditions, but we'll specifically say make sure that it is 60 and work through that. Okay.

All right. Any further discussion?

We've got a motion to approve with the conditions as stated and properly seconded. All those in favor of the motion signify by raising your right hand.

(Hewes, Hancock, Daigle, Elliott)

MR. WILLIAMS: All those opposed? Three.

(Adolph, Jones, Spann)

MR. WILLIAMS: Passes four to three. So it passes four to three based off those conditions.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2207PC126

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 157 pages constitute a true and correct transcription of said hearing held on the 23rd day of June 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 30th day of July 2022.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

SPEAKERS IN TRANSCRIPT

Dennis Stieffel
Don Parker
Virgil Gillespie
Michael Ryan
Tim Holleman
Shirley Godsey
Ken Kroupa
Richard Jhonson
Ellis Hill
Benjamin Simms
Robert Pyle
Rene & Al Giron
Meg Weatherly
Jack Krongard
John Douglas
Bill Carroll
Johnny Olsen
Skip McDaniel
Roger Brokaw
Carolyn Miller
John Godsey
Beth Kroupa
Larry Horton
William Weatherly
Cheryl Lovelace
Patricia Wilson
Kristin Geger
Michael Schweizer



MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: September 20, 2022

Re: Ordinance - rezoning tax parcels from R-1-7.5 (Single-family) to R-2 (Single-family) - located at 1423 JoEllen Circle - Case # 2207PC130 - Ward 1.

Zoning Map Amendment 2207PC130, by agent Linda Shaddix, tax parcels 0711K-04-037.002, 0711K-04-020.000, 0711K-04-037.003, &0711K-04-037.004, Requests to rezone from R-1-7.5 (Single-family) to R-2 (Single-family), 1423 JoEllen Cir, Ward 1

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: September 9, 2022

Re: Zoning Map Amendment 2207PC130, by agent Linda Shaddix, tax parcels 0711K-04-037.002, 0711K-04-020.000, 0711K-04-037.003, &0711K-04-037.004, Requests to rezone from R-1-7.5 (Single-family) to R-2 (Single-family), 1423 JoEllen Cir, Ward 1

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Pemberton

Second: Mr. Hancock

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

Action: Motion was carried unanimously.

Speaking for the Petition:
1. Linda Guillotte

Speaking against the Petition: None

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

Please place the attached item on the Council agenda for September 20, 2022.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2207PC130

Hearing Date: June 28, 2022

Current Zoning/Use: R-1-7.5 / Multi-family

Legal: Zoning Map Amendment 2207PC130, by agent Linda Shaddix, tax parcels 0711K-04-037.002, 0711K-04-020.000, 0711K-04-037.003, &0711K-04-037.004, Requests to rezone from R-1-7.5 (Single-family) to R-2 (Single-family), 1423 JoEllen Cir, Ward 1

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 4 lots or approximately 33,000 square feet of property from R-1-7.5 (Single-family) to a R-2 (Single-family) zone. Currently, the properties are being used as multi-family, which are non-conforming.

According to the City's 2002 Comprehensive Plan, this area was intended to be single-family medium density in the future land use plan. Specifically meaning, the existing use multi-family would be allowed within certain densities.

The applicant has chosen error as justification for change of the current zoning district:

1. Mistake or error is addressed by the applicant by comments as these are existing structures that pre-date Hurricane Katrina. Tax records show these structures were built in 1968, though it is unknown if conversions took place to make it multi-family.

2. Need is not addressed by the applicant.

Technical Report

Zoning Map Amendment

EXECUTIVE SUMMARY

The future plan of the city indicated that these properties were intended to become medium density which would include the allowance of these multi-family structures regardless of the number of units. Unfortunately, the city did not act on a rezoning, which leaves these structures in peril for survival.

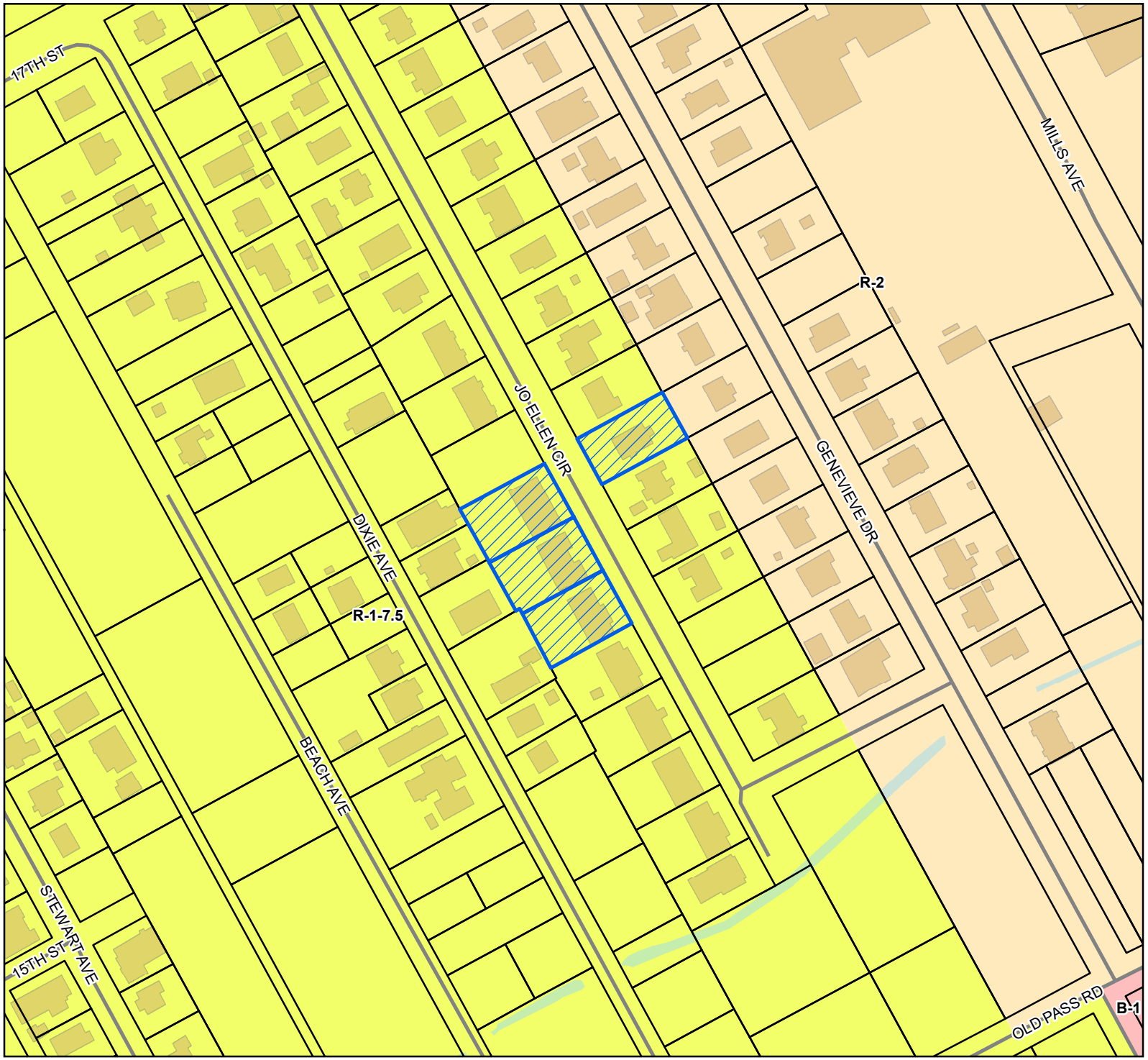
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

2207PC130

Zoning Map Amendment



Site
Street
Parcels
Buildings
Water Features

Zoning

B-1 - Neighborhood Business District

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

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

Site Information

0711K-04-037.002
0711K-04-020.000
0711K-04-037.003
0711K-04-037.004
Zoning: R-1-7.5 (Single Family Residence)
Size: 33,855 Sq Ft
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

N
W E
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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

Case File #: 2207PC130

Date Received: 5/24/2022

Receipt #: _____

Received By: DD

Zoning: R-1-7.5

Ward: 1 Flooc X

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

Property Information

TAX PARCEL # 0711K-04-037.0002

See Additional Sheet

(If necessary, use separate sheet

Address of Property Involved: 1423 JoEllen Circle, Gulfport, MS

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Property was a 5-plex; recently re-zoned to single family. Reque

rezoning back to 5-lex or a tri-plex; 1424 JoEllen is zoned Mult:

and also belongs to Applicant. there is a compelling need for mor

OWNERSHIP AND CERTIFICATION:

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

OWNER

JoEllen Properties, LLC

Printed Name Of Owner

60 N. Keeble Ave.

Mailing Address

San Jose CA 95126

City State Zip code

408 329-0594

Home Phone Work/Cell Phone

Lars@Fullerlawfirm.net

Email

Lars Fuller, member JoEllen Properties, LLC

Signature Of Owner

AGENT

Linda Guillotte Shaddix

Printed Name Of Agent

1232 Kings Ct.

Mailing Address

Gautier, MS 39553

City State

228 282-3389

Home Phone Work/Cell Phone

Email

Lindaguillotte@gmail.com

Linda Guillotte

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the ca 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 signature

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

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

For Staff Use Only

Case File #:_____

Date Received:_____

Receipt #:_____

Received By:_____

Zoning: _____

Ward: _____ Flood:_____

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

Property Information

TAX PARCEL # 0711K-04-020.000
0711K-04-037.003
0711K-04-037.004 **(If necessary, use separate sheet of paper)**

Address of Property Involved:_____

Lot(s)_____, Block(s)_____, Subdivision_____

General Location:_____

GENERAL DESCRIPTION OF REQUEST:

_____

_____

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 reauest.

OWNER

_____
Printed Name Of Owner

_____
Mailing Address

_____
City State Zip code

_____
Home Phone Work/Cell Phone

_____
Email

_____
Signature Of Owner

AGENT

_____
Printed Name Of Agent

_____
Mailing Address

_____
City State Zip code

_____
Home Phone Work/Cell Phone

_____
Email Linda Guillotte

Patrick Mims
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~~ Agent (PRINT) Patrick Merrill

ADDRESS (STREET, CITY, STATE, ZIP CODE 2503 Wilson Ave, Pascagoula

PHONE # (H) 228-712-5555 (W) 228-497-1800

TAX PARCEL ~~NUMBER(S)~~ OWNED

SIGNATURE: Patrick Merrill

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:

1. Interest

Applicant- 6-22-2022

LARS Fuller

&

Jo Ellen Properties, LLC
60 N. Keeble Ave.
San Jose, CA 95126

To Sell his 5 plex & his adjoining 6 duplexes, All Rentals.

1423 Jo Ellen - 5 plex

Brick duplexes
- 1421 Jo Ellen
- 1419 Jo Ellen
- 1415 Jo Ellen
- 1413 Jo Ellen
- 1411 Jo Ellen
- 1409 Jo Ellen

Representing Seller is
Linda Guillotte, Realtor of 25 years
& Patrick Merrill, Realtor
of Coldwell Banker Smith Homes, Gautier

2000 Hwy 90
Gautier, MS - 39553

LARS

2: Development Schedule

5 plex

From: Patrick Merrill (patrickrealtor@yahoo.com)

To: lindaguillotte@gmail.com

Date: Wednesday, June 22, 2022 at 09:53 AM CDT

The buyer told me he is going to make the 5-plex a furnished [redacted] stay units for the air force when they are here doing there training so they want be stuck in a hotel for weeks at a time. Going to fix a laundry room up for them also.

Patrick Merrill
Realtor
Coldwell Banker Smith Homes
2000 Highway 90
Gautier, MS 39553
Cell: 228-712-5555
Office: 228-497-1800

*Watch a video on the Mississippi Gulf Coast:
https://mynewcity.com/Clients/PatrickMerrill.html

*Watch videos in the USA & Canada:
http://mynewcity.com/index.php?jrox=1681

New Buyer will Begin developing within 45 days after closing on Sale of property & after Ordinance Approval.

3: Effect of Amendment

Amendment will allow Owners to Bring property to Habitable Standards & Affordable Housing for the neighborhood!

4. Error

City allowed these to be originally constructed as a 5 plex - (3 doors across top & 2 across Bottom). & also Seller only found out of the change to Single Family dwelling when property went under contract for Sale end of 2021.

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

For Staff Use

Case File #: 2207PC130

Date Received: 5/24/2022

Receipt #:

Received By: DD

Zoning: R-1-7.5

Ward: 1 Floo X

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

Property Information

TAX PARCEL # 0711K-04-037.002

(If necessary, use separate sheet

Address of Property Involved: 1423 JoEllen Circle, Gulfport, MS

Lot(s)_____, Block(s)_____, Subdivision_____

General Location:_____

GENERAL DESCRIPTION OF REQUEST:

Property was a 5-plex; recently re-zoned to single family. Reque

rezoning back to 5-lex or a tri-plex; 1424 JoEllen is zoned Mult:

and also belongs to Applicant. there is a compelling need for mor

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
JoEllen Properties, LLC	Linda Guillotte Shaddix
Printed Name Of Owner	Printed Name Of Agent
60 N. Keeble Ave.	1232 Kings Ct.
Mailing Address	Mailing Address
San Jose CA 95126	Gautier, MS 39553
City State Zip code	City State
408 329-0594	228 282-3389
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Lars@Fullerlawfirm.net	Lindaguillotte@gmail.com
Email	Email
Signature Of Owner	Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the ca 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 signature

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

Responsive to Item F of the Application Requirements, be advised as follows:

1. JoEllen Properties, LLC is a single member MS limited liability company. Its sole member is T. Fuller.

2. JoEllen Properties, LLC is the sole owner of 1423 JoEllen Circle, Gulfport, MS which is a "gu 5-plex.

3. JoEllen Properties, LLC is also the sole owner of the neighboring real property at 1424 JoEll Circle, Gulfport, MS, which on information and belief, has existing zoning that allows multifamily.

4. M3 Properties, LLC is a limited liability company in the business of acquiring real property i Gulfport and vicinity and to rehabilitate, remodel and improve the properties through rehabilitatio loans. It is currently under contract to acquire 6 neighboring, occupied duplexes owned by JoEllen Properties, LLC.

5. M3 Properties, LLC is interested in also acquiring 1423 and 1424 JoEllen Circle and as part (rehabilitation process, revitalize the 1423 JoEllen Circle property and the area.

6. On information and belief, it has submitted loan documents for a rehabilitation loan to not acquire the JoEllen Properties, LLC assets but also funds for rehabilitation and revitalization.

7. Gaston Point is in a high crime area. Through rehabilitation and revitalization, the socio-economic status of prospective tenants will improve with a ripple effect to neighboring residential neighborhoods and businesses.

8. There is currently a great need for housing. Whereas in the past, only a few prospective te applied for a vacant rental unit, now the number of applicants, even at a higher price point, exceec There is a need for increased housing in the Gulfport area.

I declare under penalty of perjury under the laws of the United States of America that the foregoin true and correct.

4-18-2022

JOELLEN PROPERTIES, LLC



Lars T. Fuller, Sole Member

Designation of Agent

I, LARS FULLER, INDIVIDUALLY AND AS SOLE MEMBER OF JOELLEN PROPERTIES, LLC, being owner of the property 1423 JoEllen Cir. Gulfport, MS
PRINT NAME
PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize LINDA GUILLOTTE 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.

Signature

MAY 11, 2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 11 day of _____, 20_____

Notary Public

Commission Expiration

Jennifer Ligon
NOTARY PUBLIC
LOOSE CERTIFICATE
ATTACHED
May 11, 2022

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 May 11, 2022 before me, Jennifer Ligon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Lars Fuller
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.

JENNIFER LIGON
Notary Public - California
Santa Clara County
Commission # 2342643
My Comm. Expires Jan 20, 2025

Place Notary Seal and/or Stamp Above

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 Jennifer Ligon
Signature of Notary Public

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: Designation of Agent

Document Date: May 11, 2022 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lars Fuller	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☑ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: himself	Signer is Representing:

©2019 National Notary Association

COLDWELL BANKER

SMITH HOMES
REALTORS®

May 20, 2022

I am Linda Guillotte, a Licensed Real Estate Agent of 24 years (S-25185); my Broker is Suzanne Martin, Coldwell Banker Smith Homes, 2000 Highway 90, Gautier, MS 39553.

After Hurricane Katrina hit in Aug 2005, I guided my Buyer Client, Mr. Lars Fuller (a resident of California) to the properties on Jo Ellen Circle, Gulfport, MS. At the time, they were flooded, destroyed & deplorable and in need of complete renovation. That didn't scare him, except that he was not local & knew of no one in this area to help him with the renovation process.

***Mr. Fuller bought duplexes #1409, 1411, 1413, 1415, 1419, 1421 (at time of purchase he had all sheetrock removed, had all wet insulation removed, sprayed EVERYTHING for mold, & locked the duplexes up; He then started completely remodeling Unit 1409, closest to Railroad Tracks & located approximately 4 blocks from Gulfport Beachfront.....; it needed work from top to bottom, inside to out. As he would complete one side of the duplex, he would rent it out as there was such a demand for housing from the Residents of Gulfport & not much "supply of housing". Families wanted to get their children back into their school district. A great percentage of residents relocated to other parts of the country or even out of state due to lack of housing. I had a great respect for Mr. Fuller for taking on this "Giant of a Project"!

***Mr. Fuller also bought 5-plex (# 1423, sitting to the right of last duplex) at same time & at time of purchase, he had all sheetrock removed, had all wet insulation removed, sprayed EVERYTHING for mold, & locked the 5 plex up. He would get to the bigger renovation as he got families into the duplexes!

Unfortunately, problems arose due to the labor shortage, as there was SO MUCH to be done along the Gulf Coast in Mississippi, Louisiana & Alabama; there were many months the units had to sit, waiting on a contractor's scheduled list "to be gotten back to". He would then start working on the next one in the row when someone was available for hire. Seems the moment he got one finished, it was rented IMMEDIATELY ..... because he was charging such a reasonable amount for a brand-new apartment in such a proximity to the front beach of Gulfport. The most in rent he charges, even today is under $750.00 per month!

Unfortunately, many times, thieves would steal his new air conditioning units, or all of the copper wiring as soon as they were completed & sometimes even after rented. Thieves would come in the night & clean him out, breaking in to take new appliances, etc.....he would start over. Mr. Fuller resorted to hiring an "on site/in-house apartment Manager" (who he also supplied with housing); he found out the hard way, this new Manager was also doing the same thing, robbing him blind – had to let him go! When he would get a few units completed down the road toward the 5-plex, a unit would give notice & be vacated..... & upon inspection, Mr. Fuller would discover it was destroyed & he would have to start all over again on that one. Mr. Fuller, although very frustrated never gave up.....he had too much invested by then to walk away! He would start over & taking it one day at a time, focus on getting a unit completed & rented.

UPDATE TO COUPLE OF MONTHS AGO: Recently, 16 years later than initial purchase of Jo Ellen Circle, Mr. Fuller called me to discuss putting all his Jo Ellen Circle properties on the market. He was tired of

being an out of state owner with property Managers & contract labor being so hard to keep on board. I listed all his properties in the MLS (Multiple Listing Service), 6 duplexes & one 5-plex. Fortunately, I found an interested Buyer who is willing to put a lot of money into purchasing & rehabbing all units plus 5-plex. We went under contract.... & in the process of their due diligence, the Buyer's General Contractor went to City of Gulfport to discuss obtaining a Permit for Remodeling. He was informed that the 5-plex is no longer a 5-plex & had already been re-zoned to a "Single Family Dwelling" by the City of Gulfport..... we, including owner, Mr. Fuller were all very surprised! The contract to purchase was Voided at that point by Buyer.

Since that time, we were advised we would have to start working on "re-zoning the 5-plex". (1) Buyer's Agent, Philip Leblanc & his 2 Buyers, Mr. & Mrs. Carr, (2) myself (3) Mr. Greg Holmes (4) Mr. Greg Petrangelo & 3 others met at City of Gulfport for discussion as to how it was best to move forward. We were advised that IF my owner, Mr. Lars Fuller, would purchase another lot across the street, we would then be "attached to the Multi-Family Zoning already in existence" & would be legally in line with the (5) **five plex- #1423 Jo Ellen Circle**, becoming (once again) a 5-Plex! We took the City Official's advice & I found Mr. Fuller a property exactly across the street from the 5-plex to purchase. We went through the process & Mr. Fuller has now purchased the vacant lot **(#1424 Jo Ellen Circle)** straight across the street; it was a vacant lot (with existing slab) because its existing house had previously burned down couple of years ago! Next, we called in a Licensed Surveyor, Mr. Jeremy Duke, for an "Elevation Certificate" on the subject property 1423 Jo Ellen Circle, which is included in your packet of requested documents. We were advised by the Surveyor, the property meets all requirements and is above "flood zone" elevation, Great News. We are now on the next & hopefully final step we are Applying for Re-Zoning of 1423 Jo Ellen back to a 5-Plex. As you can see from the photo, it has 3 doors (3 apartments across the top floor) & 2 doors (2 apartments across the bottom floor). It was mentioned in our City meeting and we have wondered: "Could this re-zoning to "Single Family Dwelling" possibly have been a Clerical mistake or

error?" The subject property address **of 1423 Jo Ellen Circle**, at present, is boarded up as people keep breaking the doors in & have recently busted all windows out. It has been rained in & vagrants have even tried moving in. The property to the right of 1423 Jo Ellen is a vacant lot with an empty cement slab (ever since Katrina), which I have been told is owned by the State of Mississippi. Our Buyers are still interested in purchasing & renovating & renting this property. If your board could see fit to change the zoning within a quick timeframe as the Buyer needs to include this property in the Mortgage Lender Financing packet of the existing contract on the neighboring 6 duplexes also owned by Mr. Fuller. We are out of contract soon. I plead with your Boad to help us with this matter! This street has become a dangerous area with drug activity; I am afraid of being there without a gentleman to go with me (to even show the property) & would absolutely NOT CONSIDER being there after dark. We have a Buyer/Developer willing to purchase this as a 5-plex property in its present deplorable condition & invest good money into restoring the building to very nice apartments that five (5) families could call home. I am very excited to see this possibility as the neighbors deserve a better environment than is existing at present!

Sincerely,

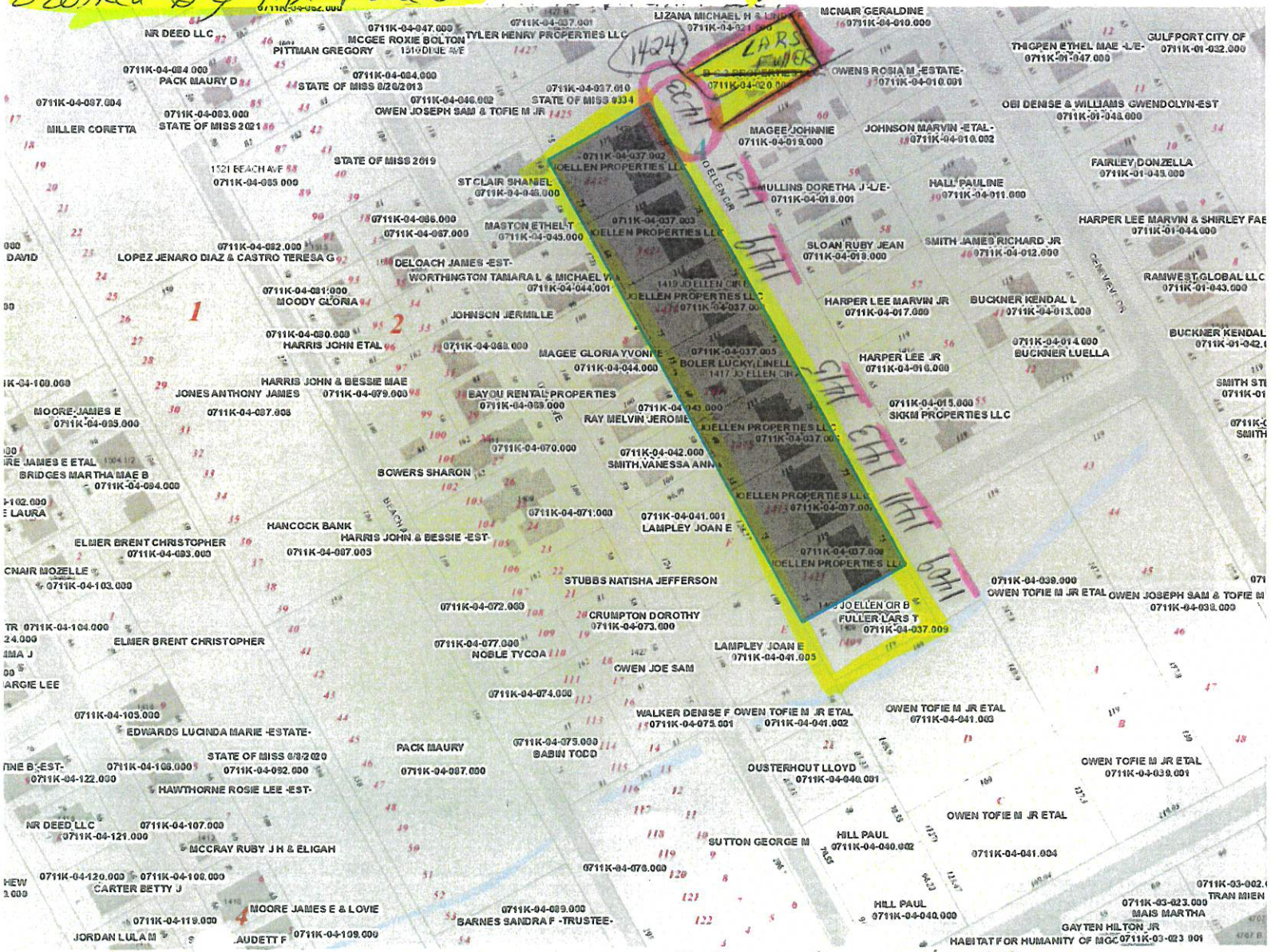
Linda Guillotte

Linda Guillotte, Realtor
Coldwell Banker Smith Homes Realty
228-282-3389
lindaguillotte@gmail.com

1409 is By Railroad track!

*1424 is a Vacant Lot Recently Purchased By Mr. Fuller to attack to Multi-Family Zoning Per City & Gulfport

* All Highlited in yellow is owned By Mr. Fuller



1409 - duplex By RR Road
1411 - duplex
1413 - duplex
1415 - duplex

1419 - duplex
1421 - duplex

1423 - 5 plex - ?

all of the above are Owned by My client, Lars Fuller Since after Hurricane Katrina.

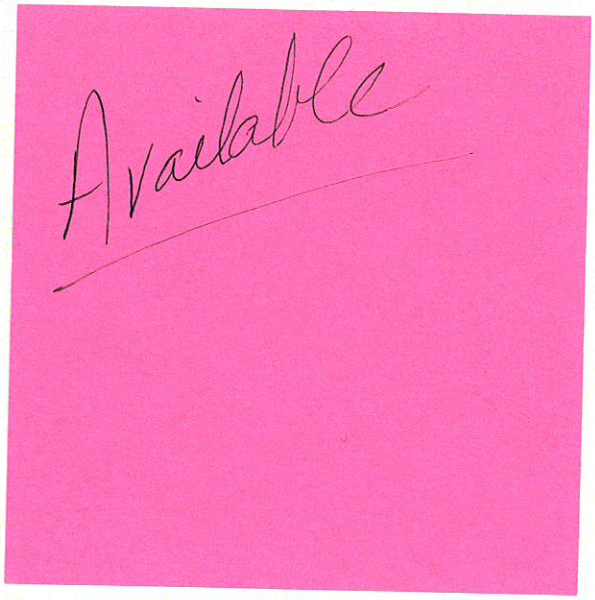
MR Fuller was advised to PURCHASE → * Adv'sed by City of Glpt = 1424 - Vacant Lot - Recently Purchased

Residential Lease

7 Properties

		Price / Status / MLS #	Subdivision	Sub Type	Beds Total	Baths Total	Approx H/C SqFt	Garage Spaces	Pool	Listing Member	Listing Office
1		**$1,000** 405 31st Street Gulfport, MS 39507 A Active / 4016565	Magnolia Grove	MU	3	2	1,062			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
2		**$1,250** 103 Ben Drive Gulfport, MS 39503 Active / 4016661	Bel-Aire	SF	3	2	1,107			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
3		**$1,475** 12127 Mccandliss Drive Gulfport, MS 39503 Active / 4015854	Crestview	SF	4	2	1,444			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
4		**$1,600** 1247 24th Street Gulfport, MS 39501 Active / 4016817	Broad Acres	SF	3	2	1,050			Christina Gaddis 228-365-8384 sellthegulfcoast@gmail.com http://www.gaddisrealtor.com	Stars and Stripes Realty, LLC. 228-219-7653 joe.edenfield@yahoo.com
5		**$1,650** 14225 S Country Hills Drive Gulfport, MS 39503 Active / 4016591	Country Hills	OT	3	2	1,250			Laura M Bryan 228-861-4438 laura@southernoaksrealtyms.com	Southern Oaks Realty - BOF 228-207-6496 tarynflynt@gmail.com
6	 **ice Reduced**	**$2,050** 14412 N Swan Road Gulfport, MS 39503 Active / 4015870	Hatten Farms	SF	4	3	2,306			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
7		**$2,100** 13054 Midland Cove Gulfport, MS 39503 Active / 4016801	Florence Gardens	SF	3	2	1,807	2		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com

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4016565 **405 31st Street Unit #A Gulfport, MS 39507** **Agent Copy**
Residential Lease Active



Rent/Lease Price:	**$1,000**	**Sub-Type:**	Multi Family
List Date:	05/04/2022	**Days On Market:**	13
Bedrooms:	3	**CDOM:**	13
Bathrooms Total:	2	**Subdivision:**	Magnolia Grove
Bathrooms Full:	2	**County:**	Harrison
Bathrooms Half:	0	**N or S of CSX RR:**	N
Bathrooms Three Quarter:	0	**N or S of I-10:**	S
		Listing Agreement:	Exclusive Right To Lease
Approx H/C SqFt:	1,062	**New Construction:**	No
SqFt Source:	Public Records	**Owner/Agent:**	No
List Price Sqft:	$0.94		
Year Built:	2004 (Public Records)		
Total Floors:	1		
Buyer Agency Comp:	$75		
Sub Agency:	No		
Variable Rate Commission:	No		

Legal Description: LOTS 5 & 6 BLK 20 REV OF MAGNOLIA GROVE SUBD
Parcel #: 0910n-05-024.000

Association: No **Covenants Y/N:** No

Agent Remarks: Vacant and easy to show. Text LA during the hours of 7:30-4:30 M-F for all showing requests.
Public Remarks: Spacious, downstairs 3 bedroom 2 bathroom fourplex! This beautiful unit has it all with an open living/kitchen area, vinyl plank flooring throughout and washer/dryer connections. Hurry, this one will not last long!

Showing Requirements: Showing: Appointment Required; Appointment Phone: 228-224-3976; Lockbox Location: Front Door
Lease Term: 12 Months
Accessibility Features: No
Levels: One
Roof: Shingle
Foundation Details: Slab
Heating: Central
Fireplace: No
Cooling: Central Air
Appliances: Dishwasher; Range; Refrigerator
Sewer: Public Sewer
Utilities: None
Water Source: Public

Rental Information: Application Required: Yes; Availability: 05/20/2022; Credit Check: Yes; Security Deposit: 1,000
Structure Type: Other
Exterior Construction/Siding: Siding
Parking Features: Parking Total: 1
Waterfront Features: Waterfront: No

Exterior Features: None

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group mgc.ofc1492	228-224-3976	228-224-3976	shannonrknott@gmail.com

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4016661 **103 Ben Drive Gulfport, MS 39503** **Agent Copy**
Residential Lease Active



Rent/Lease Price:	**$1,250**	**Sub-Type:**	Single Family Residence
List Date:	05/05/2022	**Days On Market:**	12
Bedrooms:	3	**CDOM:**	12
Bathrooms Total:	2	**Subdivision:**	Bel-Aire
Bathrooms Full:	1	**County:**	Harrison
Bathrooms Half:	1	**N or S of CSX RR:**	N
Bathrooms Three Quarter:	0	**N or S of I-10:**	N
		Listing Agreement:	Exclusive Right To Lease
Approx H/C SqFt:	1,107	**New Construction:**	No
SqFt Source:	Public Records	**Owner/Agent:**	No
List Price Sqft:	$1.13		
Year Built:	1971 (Public Records)		
Total Floors:	1		
Buyer Agency Comp:	$75		
Sub Agency:	No		
Variable Rate Commission:	No		
Commission Remarks:	$125 Referral paid upon an approved 12 month lease signing		

Legal Description: LOT 43 BEL-AIRE SUBD 7TH ADD
Parcel #: 0808o-02-061.000

Association: No
Covenants Y/N: No

School District: Harrison CO Dist
Occupancy: Owner

Agent Remarks: Tenant occupied. 24 hr. notice required for all showings. Days and times can vary depending on tenants schedule. Text LA for all inquiries during the hours of 7:30-4:30 M-F 228-224-3976.
Public Remarks: Adorable 3 bedroom renovated rental home that is conveniently located to Hwy 49, I-10 and shopping! This home features an open floor plan, a custom wood bar and neutral paint throughout. Super cute! Hurry before this one is gone!

Showing Requirements: Showing: Appointment Required; Appointment Phone: 228-224-3976; Lockbox Location: Front Door; Call Listing Office; Text Listing Agent
Lease Term: 12 Months
Accessibility Features: No
Levels: One
Walls - Interior: Sheetrock
Flooring: Laminate
Roof: Shingle
Foundation Details: Slab
Heating: Central; Natural Gas
Fireplace: No
Cooling: Central Air; Electric
Appliances: Microwave; Oven; Range; Refrigerator
Sewer: Public Sewer
Utilities: None
Water Heater: 40 Gallons or Less
Water Source: Public

Rental Information: Application Required: Yes; Availability: 06/20/2022; Credit Check: Yes; Security Deposit: 1,250
Structure Type: House
Exterior Construction/Siding: Brick
Approx Age Code: Older Home 25+ Years
Parking Features: Parking Total: 2; Driveway; Garage
Community Features: Near Entertainment; Other; See Remarks
Fencing: Front Yard
Waterfront Features: Waterfront: No
Lot Features: Fenced
Possession: Rental Agreement

Interior Features: Ceiling Fan(s)
Exterior Features: None
Owner Pays: None

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group mgc.ofc1492	228-224-3976	228-224-3976	shannonrknott@gmail.com

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4015854 **12127 Mccandliss Drive Gulfport, MS 39503**
Residential Lease Active **Agent Copy**



Rent/Lease Price:	**$1,475**	**Sub-Type:**	Single Family Residence
List Date:	04/27/2022	**Days On Market:**	20
Bedrooms:	4	**CDOM:**	20
Bathrooms Total:	2	**Subdivision:**	Crestview
Bathrooms Full:	2	**County:**	Harrison
Bathrooms Half:	0	**N or S of CSX RR:**	N
Bathrooms Three Quarter:	0	**N or S of I-10:**	N
		Listing Agreement:	Exclusive Right To Lease
Approx H/C SqFt:	1,444	**New Construction:**	No
SqFt Source:	See Remarks	**Owner/Agent:**	No
List Price Sqft:	$1.02		
Year Built:	1999 (Public Records)		
Total Floors:	1		
Buyer Agency Comp:	$100		
Sub Agency:	No		
Variable Rate Commission:	No		

Legal Description: LOT 79 CRESTVIEW SUBD 2ND ADD
Parcel #: 0708h-05-012.000

Association: No **Covenants Y/N:** No

Agent Remarks: Showings will begin on May 2, 2022. Vacant and easy to show. Text LA during the business hours of M-F 7:30-4:30.
Public Remarks: Come check out this beautiful 4 bedroom 2 bath in Orange Grove! This home has it all with an open living area, washer/dryer connections, vinyl plank flooring and a huge yard for entertaining. Hurry, this home will not last long at this price!

Showing Requirements: Showing: Appointment Required; Appointment Phone: 228-224-3976; Lockbox Location: Front Door
Lease Term: 12 Months
Accessibility Features: No
Levels: One
Roof: Shingle
Foundation Details: Raised
Heating: Central
Fireplace: No
Cooling: Central Air
Appliances: Dishwasher; Range; Refrigerator
Sewer: Public Sewer
Utilities: None
Water Source: Public
Exterior Features: None

Rental Information: Application Required: Yes; Availability: 05/01/2022; Credit Check: Yes; Security Deposit: 1,475
Structure Type: Modular Home
Exterior Construction/Siding: Siding
Parking Features: Parking Total: 2
Waterfront Features: Waterfront: No

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group mgc.ofc1492	228-224-3976	228-224-3976	shannonrknott@gmail.com

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4016817 **1247 24th Street Gulfport, MS 39501**
Residential Lease Active **Agent Copy**



Rent/Lease Price:	**$1,600**	**Sub-Type:**	Single Family Residence
List Date:	05/06/2022	**Days On Market:**	11
Bedrooms:	3	**CDOM:**	11
Bathrooms Total:	2	**Subdivision:**	Broad Acres
Bathrooms Full:	1	**County:**	Harrison
Bathrooms Half:	1	**N or S of CSX RR:**	N
Bathrooms Three Quarter:	0	**N or S of I-10:**	S
		Listing Agreement:	Exclusive Right To Lease
Approx H/C SqFt:	1,050	**New Construction:**	No
SqFt Source:	Public Records	**Property Condition:**	Updated/Remodeled
List Price Sqft:	$1.52	**Owner/Agent:**	No
Year Built:	1958 (Public Records)		
Total Floors:	1		
Buyer Agency Comp:	$100		
Sub Agency:	No		
Variable Rate Commission:	No		
Commission Remarks:	The referral must be approved, move into the home and pay the first month of rent. Upon receiving the first month of rent, we will require the brokerage information to mail a check.		

Legal Description: W 53.33 FT OF E 106.66 FT OF LOTS 8 TO 10 BLK 25 BROAD ACRES
Parcel #: 0811a-06-031.000

Association: No **Covenants Y/N:** No

Agent Remarks: There will be a coded lock placed on the door today, 5/6/2022. Code for the lock is SAS, you may show anytime but please communicate via text of showing - just to keep showings more private for everyone.
[illegible]ic Remarks: This precious cottage style, yet the perfect blend of mid century home is available for rent. Leaving the original hardwood floors [illegible]old Gulfport feeling, the kitchen walls and cabinets have been painted. Spacious eat in kitchen with bonus of additional cabinetry and counters. Enclosed rear porch leads to privacy fenced yard with landscaping and large wood deck. In the closed in back yard, you will find a detached work shop, shed, or even sheshed that has power, a new roof and is approximately 450 additional square feet.

Showing Requirements: Showing: Show Any Time; Lockbox Location: Front Door
Lease Term: 12 Months
Accessibility Features: No
Levels: One
Flooring: Hardwood; Tile
Roof: Architectural Shingles
Foundation Details: Pillar/Post/Pier
Heating: Natural Gas
Fireplace: No
Cooling: Central Air
Appliances: Free-Standing Gas Oven; Free-Standing Refrigerator; Gas Water Heater; Ice Maker
Sewer: Public Sewer
Utilities: Cable Available; Electricity Available; Natural Gas Available; Water Available
Water Source: Public

Rental Information: Application Required: Yes; Availability: 05/06/2022; Credit Check: Yes; Pet Deposit: 300; Security Deposit: 165,000
Structure Type: House
Other Structures: Shed(s); Storage; Workshop
Exterior Construction/Siding: Siding
Approx Age Code: Older Home 25+ Years
Parking Features: Driveway
Fencing: Privacy
Patio And Porch Features: Deck
Pets Allowed: Number Limit; Size Limit
Waterfront Features: None
Lot Features: Cleared; Fenced; Landscaped
Possession: Rental Agreement

Interior Features: Built-in Features; Eat-in Kitchen; Natural Woodwork; Storage
Exterior Features: See Remarks
Owner Pays: None
Tenant Pays: All Utilities

	Name	Office	Primary	Office	E-mail
Listing Member:	Christina Gaddis S53420	**LO:** Stars and Stripes Realty, LLC. mgc.ofc1493	228-365-8384	228-219-7653	sellthegulfcoast@gmail.com

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4016591 **14225 S Country Hills Drive Gulfport, MS 39503**
Residential Lease Active **Agent Copy**



Rent/Lease Price:	**$1,650**	**Sub-Type:**	Other
List Date:	05/04/2022	**Days On Market:**	13
Bedrooms:	3	**CDOM:**	13
Bathrooms Total:	2	**Subdivision:**	Country Hills
Bathrooms Full:	2	**County:**	Harrison
Bathrooms Half:	0	**N or S of CSX RR:**	N
Bathrooms Three Quarter:	0	**N or S of I-10:**	N
		Listing Agreement:	Exclusive Right To Lease
Approx H/C SqFt:	1,250	**New Construction:**	No
SqFt Source:	Public Records	**Owner/Agent:**	No
List Price Sqft:	$1.32		
Year Built:	2006 (Other)		
Total Floors:	1		
Buyer Agency Comp:	$100		
Sub Agency:	No		
Variable Rate Commission:	No		

Legal Description: LOT 4 COUNTRY HILLS SUBD PH 2 SEC 34-6-11
Parcel #: 0807p-01-044.085

Association: No **Covenants Y/N:** Yes

Agent Remarks: 1 year minimum lease but will consider a discount for multiple year lease. 2 pet max and must be under 25 lbs. Breed restrictions. $300 nonrefundable pet fee for first pet, $250 nonrefundable pet fee for second. Application in documents. Water and Electric are not turned on at the moment so please don't use the bathrooms at the house.
Public Remarks: Come make this beautiful and well taken care of house your home!! 3 bedrooms, 2 bathrooms, fenced yard, and 1 car garage. Pet friendly with a two pet maximum. Won't last long!

Showing Requirements: Showing: Appointment Required; Call Listing Agent; Text Listing Agent; Vacant
Lease Term: 12 Months
Accessibility Features: No
Levels: One
Walls - Interior: Sheetrock
Door Features: Dead Bolt Lock(s)
Flooring: Carpet; Vinyl
Roof: Shingle
Foundation Details: Slab
Heating: Central
Fireplace: No
Cooling: Central Air
Appliances: Dishwasher; Microwave; Range; Refrigerator
Sewer: Public Sewer
Utilities: Electricity Available; Water Available
Water Source: Public
Interior Features: Ceiling Fan(s); Pantry
Exterior Features: Private Yard
Tenant Pays: All Utilities

Rental Information: Application Required: Yes; Availability: ASAP; Credit Check: Yes; Security Deposit: 1,650
Structure Type: House
Exterior Construction/Siding: Brick; Siding
Parking Features: Parking Total: 3; Garage
Driveway Features: Concrete Drive
Fencing: Back Yard
Patio And Porch Features: Front Porch; Rear Porch
Waterfront Features: Waterfront: No

	Name	Office	Primary	Office	E-mail
Listing Member:	Laura M Bryan S57326	**LO:** Southern Oaks Realty - BOF mgc.ofc1567	228-861-4438	228-207-6496	laura@southernoaksrealtyms.com

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4015870 **14412 N Swan Road Gulfport, MS 39503** **Agent Copy**
Residential Lease Active



Rent/Lease Price:	**$2,050**	**Sub-Type:**	Single Family Residence
List Date:	04/27/2022	**Days On Market:**	20
Bedrooms:	4	**CDOM:**	20
Bathrooms Total:	3	**Subdivision:**	Hatten Farms
Bathrooms Full:	2	**County:**	Harrison
Bathrooms Half:	1	**N or S of CSX RR:**	N
Bathrooms Three Quarter:	0	**N or S of I-10:**	N
		Listing Agreement:	Exclusive Right To Lease
Approx H/C SqFt:	2,306	**New Construction:**	No
SqFt Source:	Public Records	**Owner/Agent:**	No
List Price Sqft:	$0.89		
Year Built:	2018 (Public Records)		
Total Floors:	1		
Buyer Agency Comp:	$125		
Sub Agency:	No		
Variable Rate Commission:	No		

Legal Description: LOT 11 HATTEN FARMS SUBD PH 1 SEC 27-6-11
Parcel #: 0807a-01-030.005

Association: No **Covenants Y/N:** Yes

Agent Remarks: Occupied until June 4, 2022. Showing days and times will vary depending on the occupants schedule. Please text LA during the office hours of M-F 7:30-4:30 for all showing requests.
Public Remarks: Gorgeous four bedroom 2.5 bath home in Hatten Farms subdivision! This beautifully maintained home offers a split floorplan with stainless steel appliances, granite countertops throughout, crown molding, and tray ceilings in the living room and master suite. Enjoy the privacy of the fenced in backyard from your covered patio. This home also has a two car garage and spacious utility room. Convenient to everything Gulfport has to offer! Ready mid June!! No section 8. Small pets only 25 lbs or less. $250 pet fee per pet. Maximum 2

Showing Requirements: Showing: Appointment Required; Appointment Phone: 228-224-3976; Lockbox Location: Other
Lease Term: 12 Months
Accessibility Features: No
Levels: One
Roof: Shingle
Foundation Details: Slab
Heating: Central
Fireplace: No
Cooling: Central Air
Appliances: Dishwasher; Microwave; Range; Refrigerator
Sewer: Public Sewer
Utilities: None
Water Source: Public

Rental Information: Application Required: Yes; Availability: 06/18/2022; Credit Check: Yes; Security Deposit: 2,050
Structure Type: House
Exterior Construction/Siding: Brick Veneer
Parking Features: Parking Total: 2
Fencing: Back Yard
Patio And Porch Features: Covered
Waterfront Features: Waterfront: No

Exterior Features: None

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group mgc.ofc1492	228-224-3976	228-224-3976	shannonrknott@gmail.com

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4016801 **13054 Midland Cove Gulfport, MS 39503** **Agent Copy**
Residential Lease Active



Rent/Lease Price:	**$2,100**	**Sub-Type:**	Single Family Residence
List Date:	05/06/2022	**Days On Market:**	11
Bedrooms:	3	**CDOM:**	11
Bathrooms Total:	2	**Subdivision:**	Florence Gardens
Bathrooms Full:	2	**County:**	Harrison
Bathrooms Half:	0	**N or S of CSX RR:**	N
Bathrooms Three Quarter:	0	**N or S of I-10:**	N
		Listing Agreement:	Exclusive Right To Lease
Approx H/C SqFt:	1,807	**New Construction:**	No
SqFt Source:	Public Records	**Owner/Agent:**	No
List Price Sqft:	$1.16		
Year Built:	2007 (Public Records)		
Total Floors:	1		
Buyer Agency Comp:	$100		
Sub Agency:	No		
Variable Rate Commission:	No		

Legal Description: LOT 3-D BLK "D" FLORENCE GARDENS PH 1-C SEC 2-7-11
Parcel #: 0908f-01-036.000

Association: Yes
Covenants Y/N: Yes
School District: Harrison CO Dist
Occupancy: Tenant

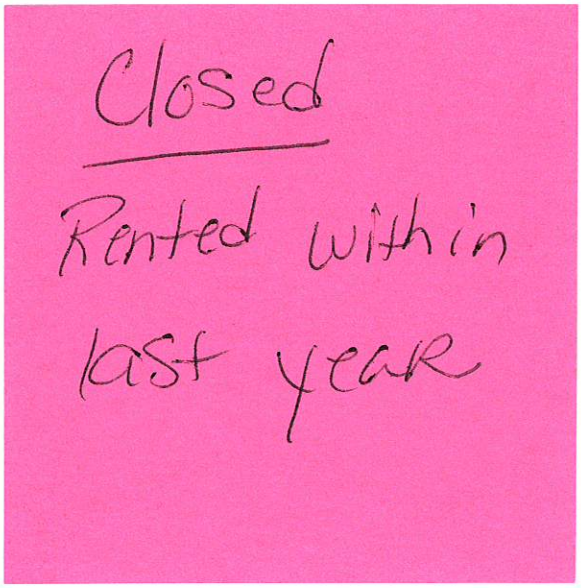
Agent Remarks: Tenant occupied until May 31, 2022. 24 Hr. notice required for all showings. Text LA for all inquiries during the hours of M-F 7:30-4:30. Showings will begin on 5/9/22.
Public Remarks: Beautiful rental in the desirable Florence Gardens subdivision. This home features an open floor plan, gorgeous master suite and conveniently located to Hope Academy.

Showing Requirements: Showing: Appointment Required; Appointment Phone: 228-224-3976; Lockbox Location: Front Door; Call Listing Office
Lease Term: 12 Months
Accessibility Features: No
Levels: One
Walls - Interior: Sheetrock
Flooring: Ceramic Tile; Laminate
Roof: Shingle
Foundation Details: Slab
Heating: Central; Electric; Heat Pump
Fireplace: No
Cooling: Central Air; Electric
Appliances: Dishwasher; Microwave; Oven; Range; Refrigerator
Sewer: Public Sewer
Utilities: None
Water Heater: Electric
Water Source: Public
Exterior Features: None
Owner Pays: None

Rental Information: Application Required: Yes; Availability: 06/18/2022; Credit Check: Yes; Security Deposit: 2,100
Structure Type: House
Exterior Construction/Siding: Brick Veneer
Approx Age Code: Under 25 Years
Garage Spaces: 2
Parking Features: Parking Total: 2; Driveway; Garage
Community Features: Pool
Waterfront Features: Waterfront: No
Possession: Rental Agreement

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group mgc.ofc1492	228-224-3976	228-224-3976	shannonrknott@gmail.com

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Closed
Rented within
last year

Residential Lease **131 Properties**

		Price / Status / MLS #	Subdivision	Sub Type	Beds Total	Baths Total	Approx H/C SqFt	Garage Spaces	Pool	Listing Member	Listing Office
		**$575** 2414 14th Avenue Gulfport, MS 39501 Closed / 4006923	Metes And Bounds	SF	1	1	624			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
2		**$575** 2422 14th Avenue Gulfport, MS 39501 Closed / 4007070	Metes And Bounds	SF	1	1	728			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
3		**$690** 2534 Cypress Avenue Gulfport, MS 39501 Closed / 4005992	Garys East Side	SF	3	1	1,100		N	John C Mozingo III 228-697-5680 jmozingo3@gmail.com http://www.mozingoauctions.com	Mozingo Real Estate And Auction, Inc. 228-896-3400 john.mozingo3@mozingoauctions.com
4		**$750** 2031 32nd Street Gulfport, MS 39501 Closed / 4002642	Standard Land	SF	2	1	800		N	John C Mozingo III 228-697-5680 jmozingo3@gmail.com http://www.mozingoauctions.com	Mozingo Real Estate And Auction, Inc. 228-896-3400 john.mozingo3@mozingoauctions.com
5		**$795** 3403 54th Avenue Gulfport, MS 39501 A Closed / 3378859	Pinehurst	SF	2	1	767			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
6		**$800** 12203 Artes Street Gulfport, MS 39503 B/Upstairs Closed / 3378465	Meadows Of Glfpt	TH	3	2	100			John C Mozingo III 228-697-5680 jmozingo3@gmail.com http://www.mozingoauctions.com	Mozingo Real Estate And Auction, Inc. 228-896-3400 john.mozingo3@mozingoauctions.com
7		**$850** 2080 30th Street Gulfport, MS 39501 B Closed / 4004470	Metes And Bounds	SF	2	2	829			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
8		**$850** 12661 John Ross Road Gulfport, MS 39503 A Closed / 3377440	Metes And Bounds	SF	1	1	1,000			Inactive Member	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
9		**$850** 3008 50th Avenue Gulfport, MS 39501 B Closed / 3376397	Metes And Bounds	SF	3	2	1,054			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
10		**$850** 3008 50th Avenue Gulfport, MS 39501 A Closed / 3376396	Metes And Bounds	SF	3	2	1,054			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
11		**$875** 16045 Crestview Drive Gulfport, MS 39503 Closed / 4006920	Crestview	SF	2	1	750			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
12		**$895** 828 Oakleigh Gulfport, MS 39507 11 Closed / 4009977	Rivendell Garden Condo	CN	1	1	682			Beth E King 228-382-2633 Beth@shorelinerealty.net http://www.ShorelineRealty.net	Shoreline Realty, LLC 228-875-3331 Beth@ShorelineRealty.net
13		**$895** 828 Oakleigh Avenue Gulfport, MS 39507 2 Closed / 4008182	Rivendell Garden Condo	CN	1	1	682		N	Beth E King 228-382-2633 Beth@shorelinerealty.net http://www.ShorelineRealty.net	Shoreline Realty, LLC 228-875-3331 Beth@ShorelineRealty.net
14		**$895** 1002 31st Street Gulfport, MS 39501 Closed / 3377002	Myrtle	SF	2	1	929			Inactive Member	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
15		**$900** 13071 Andy Drive Gulfport, MS 39503 Closed / 4013644	Northwood Hills	OT	3	2	1,008			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
16		**$900** 413 W Stevens Circle Gulfport, MS 39503 Closed / 3373829	Pine Hills	SF	3	2	1,064			Karen Tran 228-424-7615 misskarentran@gmail.com	Sunset Mississippi Realty, LLC 228-207-0422 charovdv@gmail.com

		Price / Status / MLS #	Subdivision	Sub Type	Beds Total	Baths Total	Approx H/C SqFt	Garage Spaces	Pool	Listing Member	Listing Office
17		**$900** 1350 Tropical Cove Gulfport, MS 39507 Closed / 3379296	Tropical Cove	TH	2	3	1,152			Michele Clarke 228-243-0095 michele@clarke-realestate.com https://www.facebook.com/ClarkeRealEstate.Co/	Clarke Real Estate Co. 228-243-0095 michele@clarke-realestate.com
18		**$900** 15251 N Parkwood Drive Gulfport, MS 39503 D Closed / 3377165	Northwood Hills	TH	3	3	1,300			John C Mozingo III 228-697-5680 jmozingo3@gmail.com http://www.mozingoauctions.com	Mozingo Real Estate And Auction, Inc. 228-896-3400 john.mozingo3@mozingoauctions.com
19		**$925** 2526 Tandy Drive Gulfport, MS 39503 Closed / 4010515	Loren D Heights	SF	3	2	1,075			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
20		**$925** 1284 Tropical Cove Gulfport, MS 39507 Closed / 4008683	Tropical Cove	TH	2	2	1,108			Michele Clarke 228-243-0095 michele@clarke-realestate.com https://www.facebook.com/ClarkeRealEstate.Co/	Clarke Real Estate Co. 228-243-0095 michele@clarke-realestate.com
21		**$950** 2606 Joan Avenue Gulfport, MS 39501 Closed / 3379040	Broad Acres	SF	2	1	996			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
22		**$950** 3008 50th Avenue Gulfport, MS 39501 B Closed / 4011789	Metes And Bounds	MU	3	2	1,054			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
23		**$950** 1340 Tropical Cove Gulfport, MS 39507 Closed / 4007025	Tropical Cove	TH	2	3	1,150			Michele Clarke 228-243-0095 michele@clarke-realestate.com https://www.facebook.com/ClarkeRealEstate.Co/	Clarke Real Estate Co. 228-243-0095 michele@clarke-realestate.com
24		**$950** 1324 43rd Avenue Gulfport, MS 39501 Closed / 3374460	Metes And Bounds	SF	3	2	1,200			Frank F Zhang 228-467-4009 frankzhang2013@gmail.com	Bay Waveland Properties, LLC. 228-467-4009 frankzhange2013@gmail.com
		**$950** 2323 24th Street Gulfport, MS 39501 Closed / 4002469	Metes And Bounds	SF	3	1	1,200			Brittany Gianelloni 228-238-9081 visualizewithbrittany@gmail.com	Coldwell Banker Smith Home Rltrs-OS 228-872-3330 suzannecmartin@live.com
26		**$950** 1725 3rd Street Gulfport, MS 39501 Closed / 4013050	Metes And Bounds	SF	3	1	1,329		N	Nancy Carpentier 228-617-2332 nancycarpentier@bellsouth.net http://www.aandwassociates.com	A & W Associates 228-875-7793 nancycarpentier@bellsouth.net
27		**$995** 12288 Windward Drive Gulfport, MS 39503 Closed / 4001401	Windsong	SF	2	1	820	0	N	Taryn P Flynt 228-697-3862 tarynflynt@gmail.com http://www.facebook.com/tarynflyntmsgulfcoast	Southern Oaks Realty - BOF 228-207-6496 tarynflynt@gmail.com
28		**$995** 13071 Tracewood Drive Gulfport, MS 39503 B Closed / 3376689	Tracewood	SF	3	2	1,044			Glen H Reed 228-263-0630 grrems@yahoo.com http://www.grrems.com	Glen Reed Real Estate 228-263-0630 grrems@yahoo.com
29		**$995** 13071 Tracewood Drive Gulfport, MS 39503 A Closed / 4004753	Tracewood	MU	3	2	1,044			Glen H Reed 228-263-0630 grrems@yahoo.com http://www.grrems.com	Glen Reed Real Estate 228-263-0630 grrems@yahoo.com
30		**$1,000** 2410 15th Avenue Gulfport, MS 39501 Closed / 3375800	Arlington Heights	SF	2	1	1,012			Michelle Patterson 540-229-4968 michellepatterson.re@gmail.com http://michellenpatterson.com/	CENTURY 21 J. Carter & Company 228-731-3881 jake.carter@jcarterandco.com
31		**$1,000** 1222 33rd Avenue Gulfport, MS 39501 Closed / 3375116	Metes And Bounds	SF	3	1	1,032			Michelle Patterson 540-229-4968 michellepatterson.re@gmail.com http://michellenpatterson.com/	CENTURY 21 J. Carter & Company 228-731-3881 jake.carter@jcarterandco.com
		**$1,000** 3944 Monterey Drive Gulfport, MS 39501 Closed / 4006519	Villa Del Rey	SF	3	2	1,100		N	Maria Davis 228-324-0920 maria.davis.sun@gmail.com http://www.sunsetmississippirealty.com	Sunset Mississippi Realty, LLC 228-207-0422 charovdv@gmail.com

		Price / Status / MLS #	Subdivision	Sub Type	Beds Total	Baths Total	Approx H/C SqFt	Garage Spaces	Pool	Listing Member	Listing Office
33		**$1,025** 12271 Dedeaux Road Gulfport, MS 39503 Closed / 4009530	Pine Hill	SF	3	2	1,462			Nancy Carpentier 228-617-2332 nancycarpentier@bellsouth.net http://www.aandwassociates.com Monique C Ward	A & W Associates 228-875-7793 nancycarpentier@bellsouth.net
34		**$1,050** 829 Hardy Avenue Gulfport, MS 39501 B Closed / 4016378	Gulfport	MU	3	2	1,230	0	N	Gaye M Leggett 228-697-6544 gayeleggett@bellsouth.net	Martin O'Neal & Associates 228-731-3676 gayeleggett@bellsouth.net
35		**$1,095** 16121 Ganges Street Gulfport, MS 39501 Closed / 3374884	Floral Estates	SF	3	2	1,343			Nancy Carpentier 228-617-2332 nancycarpentier@bellsouth.net http://www.aandwassociates.com Monique C Ward	A & W Associates 228-875-7793 nancycarpentier@bellsouth.net
36		**$1,100** 13190 Warren Drive Gulfport, MS 39503 Closed / 3375038	Forest North	SF	2	2	980			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
37		**$1,100** 2212 23rd Avenue Gulfport, MS 39501 Closed / 4007654	Metes And Bounds	SF	3	2	1,420			Holly J Gibbs 228-697-3714 brokergibbs@gmail.com	Berkshire Hathaway HomeServices Preferred Properties 228-896-6060 BrokerGibbs@gmail.com
38		**$1,120** 11534 Acorn Drive Gulfport, MS 39503 Closed / 4004124	Oaklane Estates	SF	3	2	1,254			Inactive Member	Sawyer Real Estate, Inc. Of Ms. 228-863-0232 earline@sawyerrealestate.com
39		**$1,125** 2602 George Street Gulfport, MS 39503 Closed / 4011159	Pine Hill Estates	SF	3	2	1,092	1		Nancy Carpentier 228-617-2332 nancycarpentier@bellsouth.net http://www.aandwassociates.com Monique C Ward	A & W Associates 228-875-7793 nancycarpentier@bellsouth.net
40		**$1,150** 13208 Warren Drive Gulfport, MS 39503 Closed / 3379699	Forest North	SF	3	2	1,008			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
41		**$1,150** 928 Jefferson Drive Gulfport, MS 39507 Closed / 3376200	Village of Jeffer.	TH	2	2	1,280			Inactive Member	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
42		**$1,150** 40 31st Street Gulfport, MS 39507 Closed / 4010659	East Park	SF	3	1	1,400			John C Mozingo III 228-697-5680 jmozingo3@gmail.com http://www.mozingoauctions.com	Mozingo Real Estate And Auction, Inc. 228-896-3400 john.mozingo3@mozingoauctions.com
43		**$1,195** 907 Sycamore Drive Gulfport, MS 39503 Closed / 3377876	Wildwood	SF	4	2	1,340	1		Nancy Carpentier 228-617-2332 nancycarpentier@bellsouth.net http://www.aandwassociates.com	A & W Associates 228-875-7793 nancycarpentier@bellsouth.net
44		**$1,200** 3509 Nunnally Street Gulfport, MS 39501 Closed / 3378615	Village Green	SF	3	1	972			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
45		**$1,200** 1216 22nd Street Gulfport, MS 39501 Closed / 3375201	Broad Acres	SF	3	2	1,000			Karen Peters 228-323-4497 petersk727@gmail.com	Billy Hewes Real Estate 228-832-6262 petersk727@gmail.com
46		**$1,200** 13465 Windsong Drive Gulfport, MS 39503 Closed / 3377124	Windsong	SF	3	2	1,100			Devin K Collins 228-382-2425 devin@shorelinerealty.net https://www.shorelinerealty.net/ Inactive Member	Shoreline Realty, LLC 228-875-3331 Beth@ShorelineRealty.net
47		**$1,200** 103 Ben Drive Gulfport, MS 39503 Closed / 3375290	Bel-Aire	SF	3	2	1,107	1		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
48		**$1,200** 10581 Bay Tree Drive Gulfport, MS 39503 Closed / 4004051	Forest North	SF	3	2	1,153			Michelle Patterson 540-229-4968 michellepatterson.re@gmail.com http://michellenpatterson.com/	CENTURY 21 J. Carter & Company 228-731-3881 jake.carter@jcarterandco.com
		**$1,200** 10658 E Bay Tree Drive Gulfport, MS 39503 Closed / 4007247	Forest North	SF	3	2	1,200		N	Judi E McMurphy 228-861-3373 ajmcmurphyre@gmail.com http://www.ajmcmurphyrealestate.com	A.J. McMurphy Real Estate 228-388-3221 ajmcmurphyre@gmail.com

		Price / Status / MLS #	Subdivision	Sub Type	Beds Total	Baths Total	Approx H/C SqFt	Garage Spaces	Pool	Listing Member	Listing Office
50		**$1,200** 3307 Johnson Drive Gulfport, MS 39501 Closed / 4005836	Metes And Bounds	SF	4	2	1,400	0	N	Jim Wheeler 228-209-3765 jimwheeler@bellsouth.net http://www.asklandmark.com	Landmark Properties-Wheeler & Assoc., Inc. 228-435-4255 jimwheeler@bellsouth.net http://www.asklandmark.com
51		**$1,250** 309 Mary Drive Gulfport, MS 39503 Closed / 4004495	Olivet	SF	3	2	1,026			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
52		**$1,250** 10682 E Bay Tree Drive Gulfport, MS 39503 Closed / 3377404	Forest North	SF	3	2	1,200			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
53		**$1,250** 4626 30th Street Gulfport, MS 39501 Closed / 4006268	Gulfport Heights	SF	3	2	1,674			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
54		**$1,275** 15307 Baywood Circle Gulfport, MS 39503 Closed / 4005795	Northwood Hills	SF	3	2	1,585			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
55		**$1,275** 108 Robin Court Gulfport, MS 39501 Closed / 3380587	Rolling Meadows	SF	4	2	2,100			Nancy Carpentier 228-617-2332 nancycarpentier@bellsouth.net http://www.aandwassociates.com	A & W Associates 228-875-7793 nancycarpentier@bellsouth.net
56		**$1,300** 2421 Pine Avenue Gulfport, MS 39501 Closed / 3379252	Broadmoor Place	SF	2	1	984			Karen Peters 228-323-4497 petersk727@gmail.com	Billy Hewes Real Estate 228-832-6262 petersk727@gmail.com
57		**$1,300** 13472 Locust Hill Drive Gulfport, MS 39503 Closed / 4009862	Windsong	SF	3	2	1,212			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
-		**$1,300** 904 Jefferson Drive Gulfport, MS 39507 Closed / 3380453	Village of Jeffer.	TH	3	2	1,280			Inactive Member	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
59		**$1,300** 12004 Harmony Circle Gulfport, MS 39503 Closed / 3377578	Harmony	SF	3	2	1,298	1		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
60		**$1,300** 117 Brentwood Boulevard Gulfport, MS 39503 Closed / 4010439	Brentwood	SF	3	2	1,317			Michelle Patterson 540-229-4968 michellepatterson.re@gmail.com http://michellenpatterson.com/	CENTURY 21 J. Carter & Company 228-731-3881 jake.carter@jcarterandco.com
61	 Status Change	**$1,300** 2504 Middlecoff Drive Gulfport, MS 39507 Closed / 4017212	College Park	SF	3	2	1,350	1		John C Mozingo III 228-697-5680 jmozingo3@gmail.com http://www.mozingoauctions.com	Mozingo Real Estate And Auction, Inc. 228-896-3400 john.mozingo3@mozingoauctions.com
62		**$1,300** 930 Jefferson Drive Gulfport, MS 39507 Closed / 3376164	Village of Jeffer.	TH	3	3	1,613			Inactive Member	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
63		**$1,325** 14189 Pecan Court Gulfport, MS 39503 Closed / 3379631	Country Hills	SF	3	2	1,214	1		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
64		**$1,350** 13181 Warren Drive Gulfport, MS 39503 Dr Closed / 4013628	Forest North	SF	3	2	1,188			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
65		**$1,350** 84 Woodforest Drive Gulfport, MS 39503 Closed / 3378149	Wingate	SF	4	2	1,245			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
66		**$1,350** 12374-R Windward Drive Gulfport, MS 39503 Closed / 3376851	Windsong	SF	3	2	1,300			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com

		Price / Status / MLS #	Subdivision	Sub Type	Beds Total	Baths Total	Approx H/C SqFt	Garage Spaces	Pool	Listing Member	Listing Office
67		**$1,350** 11964 Five Oaks Drive Gulfport, MS 39503 Closed / 4015029	Five Oaks	SF	3	2	1,325		N	Yasmin Q Mohiuddin 228-234-5544 villa-properties@hotmail.com	Keller Williams 228-275-7500 klrw257@kw.com
68		**$1,350** 11506 Harris Drive Gulfport, MS 39503 Closed / 3376598	Bel-Aire	SF	4	3	1,646			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
69		**$1,395** 12350 White Oak Court Gulfport, MS 39503 Closed / 3378796	Mays Place Estates	SF	3	2	1,580	2		Nancy Carpentier 228-617-2332 nancycarpentier@bellsouth.net http://www.aandwassociates.com	A & W Associates 228-875-7793 nancycarpentier@bellsouth.net
70		**$1,400** 2506 Demaret Drive Gulfport, MS 39507 Closed / 4014184	College Park	SF	3	1	1,200			Latrell Price 757-218-1089 latrell@exitbiloxi.com Julia C Harrington	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
71		**$1,400** 11177 Hendry Drive Gulfport, MS 39503 Closed / 3377281	Williamsburg	SF	3	2	1,491	2		Eunice W Ooi 228-313-9292 eunice.nexthome@gmail.com	Homefront Property Management,LLP 228-313-9292 Eunice.Nexthome@gmail.com
72		**$1,400** 930 Jefferson Drive Gulfport, MS 39507 Closed / 4014168	Village of Jeffer.	CN	3	3	1,613			Latrell Price 757-218-1089 latrell@exitbiloxi.com Julia C Harrington	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
73		**$1,400** 12661 John Ross Road Gulfport, MS 39503 B Closed / 3374921	Metes And Bounds	SF	3	3	2,321			Inactive Member	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
74		**$1,425** 13038 Turtle Creek Parkway Gulfport, MS 39503 Closed / 3375865	Turtle Creek	SF	3	2	1,386	2		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
75		**$1,425** 15066 Remington Drive Gulfport, MS 39503 Closed / 4005518	Huntington	SF	3	2	1,450			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
76		**$1,425** 15386 Pinewood Court Gulfport, MS 39503 Closed / 3375926	Northwood Hills	SF	4	2	1,609			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
77		**$1,450** 18511 Devin Court Gulfport, MS 39503 Closed / 3378762	Owen Place	SF	3	2	1,216	1		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
78		**$1,450** 13373 Willow Oak Circle Gulfport, MS 39503 Closed / 3375040	Turtle Creek	SF	3	2	1,312	2		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
79		**$1,450** 11574 Oaklane Drive Gulfport, MS 39503 Closed / 3380163	Oaklane Estates	SF	3	3	1,477	1		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
80		**$1,450** 307 45th Street Gulfport, MS 39507 Closed / 4001232	Bayou View	PH	4	2	1,500			John C Mozingo III 228-697-5680 jmozingo3@gmail.com http://www.mozingoauctions.com	Mozingo Real Estate And Auction, Inc. 228-896-3400 john.mozingo3@mozingoauctions.com
81		**$1,475** 15125 Clemson Avenue Gulfport, MS 39503 Closed / 4006125	Belvedere Place	SF	3	2	1,252	2		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
82		**$1,475** 19441 W Lake Village Drive Gulfport, MS 39503 Closed / 4002756	Northridge	SF	3	2	1,350			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
83		**$1,500** 2302 Robert Drive Gulfport, MS 39503 Closed / 4014559	Loren D Estates	SF	4	2	1,209			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com

		Price / Status / MLS #	Subdivision	Sub Type	Beds Total	Baths Total	Approx H/C SqFt	Garage Spaces	Pool	Listing Member	Listing Office
84		**$1,500** 14029 Dunnbarton Drive Gulfport, MS 39503 Closed / 3380503	Westwood Hills	SF	3	2	1,298	2		Inactive Member	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
85		**$1,500** 31 Pembrook Circle Gulfport, MS 32503 Closed / 3379502	Brentwood	SF	3	2	1,310	1		Inactive Member	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
86		**$1,500** 535 N Forest Drive Gulfport, MS 39507 Closed / 4004660	Sherwood Estates	SF	3	2	1,394			Latrell Price 757-218-1089 latrell@exitbiloxi.com	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
87		**$1,500** 12655 Cody Drive Gulfport, MS 39503 Closed / 4003558	Northridge	SF	3	3	1,940			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
88		**$1,525** 16222 Saddle Drive Gulfport, MS 39503 Closed / 4007086	Landon Place	SF	3	2	1,680			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
89		**$1,550** 13288 Tortoise Trail Gulfport, MS 39503 Closed / 4000691	Turtle Creek	SF	3	2	1,387			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
90		**$1,550** 18123 Cypress Pass Gulfport, MS 39503 Closed / 4000948	Cypress Pointe	SF	3	2	1,600			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
91		**$1,550** 16222 Saddle Drive Gulfport, MS 39503 Closed / 3376268	Landon Place	SF	3	2	1,681			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
92		**$1,575** 12200 Ollie Road Gulfport, MS 39503 Closed / 3380035	Retreat Village	SF	3	3	1,841			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
93		**$1,595** 16965 Acron Street Gulfport, MS 39503 Closed / 4011239	Belvedere Place	SF	3	2	1,713			Glen H Reed 228-263-0630 grrems@yahoo.com http://www.grrems.com	Glen Reed Real Estate 228-263-0630 grrems@yahoo.com
94		**$1,600** 11632 Caroline Court Gulfport, MS 39503 Closed / 4009470	Piper Wood	SF	3	2	1,424			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
95		**$1,600** 13092 Turtle Creek Parkway Gulfport, MS 39503 Closed / 3376263	Turtle Creek	SF	3	3	1,679	2		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
96		**$1,600** 13145 Turtle Creek Parkway Gulfport, MS 39503 Closed / 4000685	Turtle Creek	SF	3	2	1,679			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
97		**$1,600** 18450 Devin Court Gulfport, MS 39503 Closed / 4005126	Owen Place	SF	4	2	1,774			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
98		**$1,600** 18151 Cypress Pass Gulfport, MS 39503 Closed / 3379644	Cypress Pointe	SF	4	2	1,948	2		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
99		**$1,600** 11930 Summerhaven Circle Gulfport, MS 39503 Closed / 3375118	Summerhaven	SF	4	2	2,198	2		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
100		**$1,625** 14152 Anandale Circle Gulfport, MS 39503 Closed / 4010531	Duckworth Pond	SF	3	2	1,537			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com

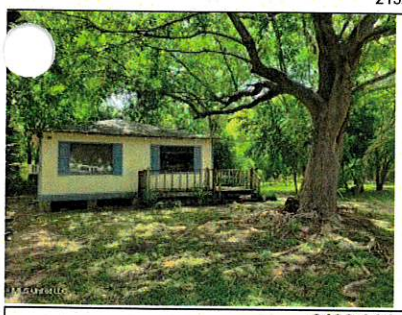
		Price / Status / MLS #	Subdivision	Sub Type	Beds Total	Baths Total	Approx H/C SqFt	Garage Spaces	Pool	Listing Member	Listing Office
101		**$1,625** 15152 Clemson Avenue Gulfport, MS 39503 Closed / 4011567	Belvedere Place	SF	3	2	1,647			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
102		**$1,625** 15152 Clemson Avenue Gulfport, MS 39503 Closed / 4012842	Belvedere	SF	3	2	1,647			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
103		**$1,650** 14177 Sanctuary Trail Gulfport, MS 39503 Closed / 4006064	Sanctuary Trails	SF	4	2	1,313			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
104		**$1,650** 13465 Huntington Circle Gulfport, MS 39503 Closed / 4011292	Huntington	SF	3	3	1,543			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
105		**$1,650** 13039 Turtle Creek Parkway Gulfport, MS 39503 Closed / 4002744	Turtle Creek	SF	3	2	1,605			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
106		**$1,650** 18069 Canal Jct Drive Gulfport, MS 39503 Closed / 4001913	Canal Crossing	SF	4	2	1,609			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
107		**$1,650** 18272 Cardinal Lane Gulfport, MS 39503 Closed / 3379542	Cardinal Pointe	SF	3	2	1,666	2		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
108		**$1,650** 13747 Windwood Drive Gulfport, MS 39503 Closed / 3374861	Meadowbrook	SF	4	3	1,898	2		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
		**$1,675** 16752 Creek Lane Gulfport, MS 39503 Closed / 4003057	Magnolia Creek Est	SF	3	2	2,205			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
110		**$1,695** 14053 Anandale Circle Gulfport, MS 39503 Closed / 3378421	Duckworth Pond	SF	3	2	1,563	2		Eunice W Ooi 228-313-9292 eunice.nexthome@gmail.com	Homefront Property Management,LLP 228-313-9292 Eunice.Nexthome@gmail.com
111		**$1,750** 9 Hartford Place Gulfport, MS 39507 Closed / 3378333	Great South Golf	SF	3	2	1,187	1	Y	Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
112		**$1,750** 14806-R Audubon Lake Boulevard Gulfport, MS 39503 Closed / 4010552	Audubon Lake	SF	3	2	1,313	2		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
113		**$1,750** 2417 Collins Boulevard Gulfport, MS 39507 Closed / 3378337	College Park	SF	3	2	1,526			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
114		**$1,750** 13747 Windwood Drive Gulfport, MS 39503 Closed / 4010543	Meadowbrook	SF	4	3	1,898			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
115		**$1,800** 10199 Willow Leaf Drive Gulfport, MS 39503 Closed / 3378724	Magnolia Springs	SF	3	2	1,650	2		Karen Peters 228-323-4497 petersk727@gmail.com	Billy Hewes Real Estate 228-832-6262 petersk727@gmail.com
1		**$1,800** 12125 Marlane Place Gulfport, MS 39503 Closed / 4006312	Northwood Hills	SF	4	2	1,700	2	N	Karen Peters 228-323-4497 petersk727@gmail.com	Billy Hewes Real Estate 228-832-6262 petersk727@gmail.com
117		**$1,800** 12567 Crestwood Drive Gulfport, MS 39503 Closed / 4001090	Northwood Hills	SF	3	2	1,793		Y	Liz V Corkren 228-547-2890 eagentliz@gmail.com http://lizcorkren.com	eAgent Solutions 228-364-1611 pat.msrealtor@gmail.com

		Price / Status / MLS #	Subdivision	Sub Type	Beds Total	Baths Total	Approx H/C SqFt	Garage Spaces	Pool	Listing Member	Listing Office
118		**$1,800** 13777 Laurelwood Lane Gulfport, MS 39503 Closed / 3377727	Meadowbrook	SF	3	2	1,933	2		Inactive Member	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
119		**$1,850** 14762 Canal Crossing Boulevard Gulfport, MS 39503 Closed / 4008645	Canal Crossing	SF	4	2	1,877			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
120		**$1,850** 15053 Belhaven Street Gulfport, MS 39503 Closed / 4004998	Savoy Place	SF	4	2	2,270			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
121		**$1,900** 15190 Belhaven Street Gulfport, MS 39503 Closed / 4008170	Savoy Place	SF	3	2	1,642			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
122		**$1,975** 11220 River Bend Drive Gulfport, MS 39503 Closed / 4005421	Cypress Pointe	SF	3	3	2,148			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
123		**$2,000** 14860 Audubon Lake Boulevard Gulfport, MS 39503 Closed / 4005920	Audubon Lake	SF	3	2	1,554			Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
124		**$2,000** 19484 Morris Pond Road Gulfport, MS 39503 Closed / 4008277	Walker Farm	SF	4	2	2,095			Christina Gaddis 228-365-8384 sellthegulfcoast@gmail.com http://www.gaddisrealtor.com	Stars and Stripes Realty, LLC. 228-219-7653 joe.edenfield@yahoo.com
125		**$2,000** 11807 Summerhaven Circle Gulfport, MS 39503 Closed / 4000480	Summerhaven	SF	4	3	3,085	2	Y	Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
126		**$2,150** 11807 Summerhaven Circle Gulfport, MS 39503 Closed / 3380082	Summerhaven	SF	4	3	3,085	2	Y	Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
127		**$2,350** 10689 Chapelwood Drive Gulfport, MS 39503 Closed / 3377377	Chapelwood	SF	4	3	2,306	2		Shannon R Knott 228-224-3976 shannonrknott@gmail.com	Property Management Division of Busch Realty Group 228-224-3976 propertymanagement@br-gulfcoast.com
128		**$2,520** 2320 Park Pl Drive Gulfport, MS 39507 Closed / 4007475	Park Place	SF	5	4	2,991		Y	Latrell Price 757-218-1089 latrell@exitbiloxi.com	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
129		**$2,800** 2228 Beach Drive Gulfport, MS 39507 1304 Closed / 4002622	Legacy II Condominiums	CN	2	2	1,164		Y	Angela Troglen 228-239-5842 angela@dronetrealty.com Charlene P Dronet	Dronet Realty & Property Management, PLLC 228-447-3727 charlene@dronetrealty.com
130		**$3,800** 2228 Beach Drive Gulfport, MS 39507 1205 Closed / 3375690	Legacy II Condominiums	CN	3	3	1,819		Y	Inactive Member	EXIT Prestige Luxury Realty 228-388-5888 tashia@exitbiloxi.com
131		**$20,000** 1916 2nd Street Gulfport, MS 39501 A Closed / 4011592	Metes And Bounds	CN	2	2	1,004		N	Holly J Gibbs 228-697-3714 brokergibbs@gmail.com	Berkshire Hathaway HomeServices Preferred Properties 228-896-6060 BrokerGibbs@gmail.com

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4006923 — 2414 14th Avenue, Gulfport, MS 39501
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$575**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$575	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	01/17/2022
Bedrooms Total:	1	**Closing Date:**	01/17/2022
Bathrooms Total:	1	**List Price/SqFt:**	$0.92
Bathrooms Full:	1	**Sold Price/SqFt:**	$0.92
Bathrooms Three Quarter:	0	**N or S of I-10:**	S
Bathrooms Half:	0	**N or S of CSX Railroad Track:**	N
Year Built:	1960	**Subdivision:**	Metes And Bounds
Approx H/C SqFt:	624	**Parcel Number:**	0811b-03-027.000
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.16		
Lot Size Dimensions:	0x0		
County:	Harrison		

Legal Description: 2014-9943 JIMMY D HUGHES TRUSTEE OF HARVEST INVESTMENTS REVOCABLE TRUST DATED 12/10/2014 LOTS 21 & 22 BLK 28 ARLINGTON HEIGHTS ADD

4007070 — 2422 14th Avenue, Gulfport, MS 39501
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com

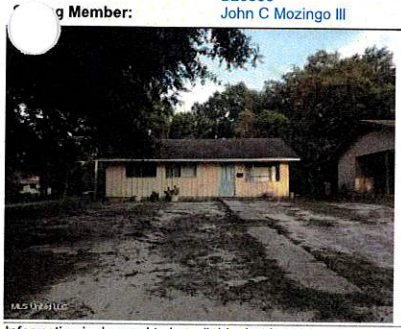


Rent/Lease Price:	**$575**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$575	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	01/19/2022
Bedrooms Total:	1	**Closing Date:**	02/16/2022
Bathrooms Total:	1	**List Price/SqFt:**	$0.79
Bathrooms Full:	1	**Sold Price/SqFt:**	$0.79
Bathrooms Three Quarter:	0	**N or S of I-10:**	S
Bathrooms Half:	0	**N or S of CSX Railroad Track:**	S
Year Built:	1944	**Subdivision:**	Metes And Bounds
Approx H/C SqFt:	728	**Parcel Number:**	0811b-03-029.000
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.16		
Lot Size Dimensions:	0x0		
County:	Harrison		

Legal Description: 2014-9943 JIMMY D HUGHES TRUSTEE OF HARVEST INVESTMENTS REVOCABLE TRUST DATED 12/10/2014 LOTS 25 & 26 BLK 28 ARLINGTON HEIGHTS ADD

4005992 — 2534 Cypress Avenue, Gulfport, MS 39501
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	John C Mozingo III B23856	**LO:** Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com
g Member:	John C Mozingo III	**SO:** Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com



Rent/Lease Price:	**$690**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$690	**Property Sub Type:**	Single Family Residence
Lease Term:	Month To Month	**List Date:**	01/05/2022
Security Deposit:	$80,000	**Closing Date:**	02/24/2022
Bedrooms Total:	3	**List Price/SqFt:**	$0.63
Bathrooms Total:	1	**Sold Price/SqFt:**	$0.63
Bathrooms Full:	1	**N or S of I-10:**	S
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	0	**Subdivision:**	Garys East Side
Year Built:	1965	**Parcel Number:**	0911d-06-069.000
Approx H/C SqFt:	1,100		
SqFt Source:	Other		
Approx Lot Size Acres:	0		
Lot Size Dimensions:	00		
County:	Harrison		

Legal Description: LOTS 35 & 36 BLK 6 GARYS EAST SIDE ADD

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4002642 — **2031 32nd Street, Gulfport, MS 39501** — **Residential Lease Closed** — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	John C Mozingo III B23856	**LO:** Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com
Selling Member:	John C Mozingo III	**SO:** Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com



Rent/Lease Price:	**$750**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$750	**Property Sub Type:**	Single Family Residence
Lease Term:	Month To Month	**List Date:**	11/11/2021
Pets Allowed:	Yes	**Closing Date:**	11/23/2021
Pet Deposit:	$25	**List Price/SqFt:**	$0.94
Bedrooms Total:	2	**Sold Price/SqFt:**	$0.94
Bathrooms Total:	1	**N or S of I-10:**	N
Bathrooms Full:	1	**N or S of CSX Railroad Track:**	N
Bathrooms Three Quarter:	0	**Subdivision:**	Standard Land
Bathrooms Half:	0	**Parcel Number:**	0810n-01-038.000
Year Built:	1960		
Approx H/C SqFt:	800		
SqFt Source:	Estimated		
Approx Lot Size Acres:	0		
Lot Size Dimensions:	00		
County:	Harrison		

Legal Description: LOTS 17 & 18 BLK 28 STANDARD LAND #2

3378859 — **3403 54th Avenue, Gulfport, MS 39501 A** — **Residential Lease Closed** — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$795**	**Property Sub Type:**	Single Family Residence
Closing Price:	$795	**List Date:**	08/12/2021
Lease Term:	12 Months	**Closing Date:**	10/06/2021
Security Deposit:	$795	**List Price/SqFt:**	$1.04
Pets Allowed:	No	**Sold Price/SqFt:**	$1.04
Bedrooms Total:	2	**N or S of I-10:**	S
Bathrooms Total:	1	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	1	**Subdivision:**	Pinehurst
Bathrooms Three Quarter:	0	**Parcel Number:**	0710k-01-037.001
Bathrooms Half:	0		
Year Built:	1985		
Approx H/C SqFt:	767		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0		
County:	Harrison		

Legal Description: LOTS 17 NEW PINEHURST SUBD UNIT 2

3378465 — **12203 Artes Street, Gulfport, MS 39503 B/Upstairs** — **Residential Lease Closed** — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	John C Mozingo III B23856	**LO:** Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com
Selling Member:	John C Mozingo III	**SO:** Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com



Rent/Lease Price:	**$800**	**Property Sub Type:**	Townhouse
Closing Price:	$800	**List Date:**	08/03/2021
Lease Term:	Month To Month	**Closing Date:**	10/01/2021
Security Deposit:	$1,200	**List Price/SqFt:**	$8
Pets Allowed:	No	**Sold Price/SqFt:**	$8
Bedrooms Total:	3	**N or S of I-10:**	N
Bathrooms Total:	2	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	Meadows Of Glfpt
Bathrooms Three Quarter:	0	**Parcel Number:**	0908e-02-004.069
Bathrooms Half:	0		
Year Built:	0		
Approx H/C SqFt:	100		
SqFt Source:	Estimated		
Approx Lot Size Acres:	0		
County:	Harrison		

Legal Description: LOT 69 MEADOWS OF GULFPORT THE PH 1 SEC 2-7-11

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4004470 — **2080 30th Street, Gulfport, MS 39501 B**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$850**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$850	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	12/08/2021
Bedrooms Total:	2	**Closing Date:**	03/28/2022
Bathrooms Total:	2	**List Price/SqFt:**	$1.03
Bathrooms Full:	2	**Sold Price/SqFt:**	$1.03
Bathrooms Three Quarter:	0	**N or S of I-10:**	S
Bathrooms Half:	0	**N or S of CSX Railroad Track:**	N
Year Built:	2011	**Subdivision:**	Metes And Bounds
Approx H/C SqFt:	829	**Parcel Number:**	0810n-02-019.001
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.22		
Lot Size Dimensions:	0x0		
County:	Harrison		

Legal Description: LOT 19 BLK 5 STANDARD LAND

3377440 — **12661 John Ross Road, Gulfport, MS 39503 A**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Melinda Hackenbruch	**LO:** EXIT Prestige Luxury Realty 18932		228-388-5888	
Selling Member:	Melinda Hackenbruch	**SO:** EXIT Prestige Luxury Realty 18932		228-388-5888	



Rent/Lease Price:	**$850**	**Property Sub Type:**	Single Family Residence
Closing Price:	$850	**List Date:**	07/08/2021
Lease Term:	12 Months	**Closing Date:**	07/13/2021
Security Deposit:	$850	**List Price/SqFt:**	$0.85
Pets Allowed:	Yes	**Sold Price/SqFt:**	$0.85
Pet Deposit:	$300	**N or S of I-10:**	N
Bedrooms Total:	1	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	1	**Subdivision:**	Metes And Bounds
Bathrooms Full:	1	**Parcel Number:**	0908a-02-003.000
Year Built:	1967		
Approx H/C SqFt:	1,000		
SqFt Source:	Public Records		
County:	Harrison		

Legal Description: BEG ON W LINE OF JOHN ROSS OR ONEAL RD WHICH POINT IS 128 FT S OF N LINE OF NE 1/4 OF SW 1/4 OF NE 1/4 FOR BEG W 223 FT

3376397 — **3008 50th Avenue, Gulfport, MS 39501 B**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$850**	**Property Sub Type:**	Single Family Residence
Closing Price:	$850	**List Date:**	06/15/2021
Lease Term:	12 Months	**Closing Date:**	08/02/2021
Security Deposit:	$850	**List Price/SqFt:**	$0.8
Pets Allowed:	No	**Sold Price/SqFt:**	$0.8
Pet Deposit:	$0	**N or S of I-10:**	S
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Metes And Bounds
Bathrooms Full:	2	**Parcel Number:**	0710n-01-008.000
Year Built:	2010		
Approx H/C SqFt:	1,054		
SqFt Source:	Public Records		
County:	Harrison		

Legal Description: BEG 1221 FT N OF SE COR OF SEC 31-7-11 W 300 FT N 66 FT E 300 FT S 66 FT TO POB BEING LOT 11 OF BURRILL & DUTTON SURVEY

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3376396 — **3008 50th Avenue, Gulfport, MS 39501 A**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price: $850
Closing Price: $850
Lease Term: 12 Months
Security Deposit: $850
Pets Allowed: No
Pet Deposit: $0
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 2
Year Built: 2010
Approx H/C SqFt: 1,054
SqFt Source: Public Records
County: Harrison
Legal Description: BEG 1221 FT N OF SE COR OF SEC 31-7-11 W 300 FT N 66 FT E 300 FT S 66 FT TO POB BEING LOT 11 OF BURRILL & DUTTON SURVEY

Property Sub Type: Single Family Residence
List Date: 06/15/2021
Closing Date: 07/01/2021
List Price/SqFt: $0.8
Sold Price/SqFt: $0.8
N or S of I-10: S
N or S of CSX Railroad Track: N
Subdivision: Metes And Bounds
Parcel Number: 0710n-01-008.000

4006920 — **16045 Crestview Drive, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price: $875
Closing Price: $875
Lease Term: 12 Months
Bedrooms Total: 2
Bathrooms Total: 1
Bathrooms Full: 1
Bathrooms Three Quarter: 0
Bathrooms Half: 0
Year Built: 1960
Approx H/C SqFt: 750
SqFt Source: Estimated
Approx Lot Size Acres: 0.29
Lot Size Dimensions: 0x0
County: Harrison
Legal Description: LOT 3 CRESTVIEW SUBD REPLAT OF LOTS 1 TO 3 SEC 5-7-11

Listing Agreement: Exclusive Right To Lease
Property Sub Type: Single Family Residence
List Date: 01/17/2022
Closing Date: 02/11/2022
List Price/SqFt: $1.17
Sold Price/SqFt: $1.17
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Crestview
Parcel Number: 0708h-04-001.000

4009977 — **828 Oakleigh, Gulfport, MS 39507 11**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Beth E King B18525	**LO:** Shoreline Realty, LLC 18526	228-382-2633	228-875-3331	Beth@shorelinerealty.net
Selling Member:	Beth E King	**SO:** Shoreline Realty, LLC 18526	228-382-2633	228-875-3331	Beth@shorelinerealty.net



Rent/Lease Price: $895
Closing Price: $895
Lease Term: 12 Months
Security Deposit: $895
Pets Allowed: No
Bedrooms Total: 1
Bathrooms Total: 1
Bathrooms Full: 1
Bathrooms Three Quarter: 0
Bathrooms Half: 0
Year Built: 1998
Approx H/C SqFt: 682
SqFt Source: Assessor
Approx Lot Size Acres: 0
Lot Size Dimensions: 0
County: Harrison
Legal Description: Unit 11 Rivendell Garden Condominiums

Listing Agreement: Exclusive Right To Lease
Property Sub Type: Condominium
List Date: 02/23/2022
Closing Date: 02/25/2022
List Price/SqFt: $1.31
Sold Price/SqFt: $1.31
N or S of I-10: S
N or S of CSX Railroad Track: N
Subdivision: Rivendell Garden Condo
Parcel Number: 1010h-01-051.011

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4008182 — 828 Oakleigh Avenue, Gulfport, MS 39507 2
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Beth E King B18525	LO: Shoreline Realty, LLC 18526	228-382-2633	228-875-3331	Beth@shorelinerealty.net
Selling Member:	Frances H Edwards	SO: Shoreline Realty, LLC 18526	601-498-2132	228-875-3331	FrancesEdwardsRealtor@gmail.com



Rent/Lease Price:	$895	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$895	Property Sub Type:	Condominium
Lease Term:	12 Months	List Date:	02/01/2022
Security Deposit:	$895	Closing Date:	02/23/2022
Pets Allowed:	No	List Price/SqFt:	$1.31
Bedrooms Total:	1	Sold Price/SqFt:	$1.31
Bathrooms Total:	1	N or S of I-10:	S
Bathrooms Full:	1	N or S of CSX Railroad Track:	N
Bathrooms Three Quarter:	0	Subdivision:	Rivendell Garden Condo
Bathrooms Half:	0	Parcel Number:	1010h-01-051.002
Year Built:	1998		
Approx H/C SqFt:	682		
SqFt Source:	Assessor		
Approx Lot Size Acres:	0		
Lot Size Dimensions:	0		
County:	Harrison		

Directions to Property: From DeBuys Road turn left onto Pass Road and then right onto Oakleigh Avenue beside Subway.
Legal Description: UNIT #2 RIVENDELL GARDEN CONDOMINIUMS SEC 29-7-10

3377002 — 1002 31st Street, Gulfport, MS 39501
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Melinda Hackenbruch	LO: EXIT Prestige Luxury Realty 18932		228-388-5888	
Selling Member:	Melinda Hackenbruch	SO: EXIT Prestige Luxury Realty 18932		228-388-5888	



Rent/Lease Price:	$875	Property Sub Type:	Single Family Residence
Closing Price:	$895	List Date:	06/29/2021
Lease Term:	12 Months	Closing Date:	06/30/2021
Security Deposit:	$875	List Price/SqFt:	$0.94
Pets Allowed:	No	Sold Price/SqFt:	$0.96
Bedrooms Total:	2	N or S of I-10:	S
Bathrooms Total:	1	N or S of CSX Railroad Track:	N
Bathrooms Full:	1	Subdivision:	Myrtle
Year Built:	2010	Parcel Number:	0910m-01-064.004
Approx H/C SqFt:	929		
SqFt Source:	Public Records		
County:	Harrison		

Legal Description: BEG 47.7 FT W OF SE COR OF LOT 17 BLK 12 MYRTLE RESURVEY ON N MAR OF 31ST ST WLY ALONG RD 18 FT N 100 FT E 18 FT S 100 F

4013644 — 13071 Andy Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
g Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$900	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$900	Property Sub Type:	Other
Lease Term:	12 Months	List Date:	04/05/2022
Security Deposit:	$900	Closing Date:	04/07/2022
Bedrooms Total:	3	List Price/SqFt:	$0.89
Bathrooms Total:	2	Sold Price/SqFt:	$0.89
Bathrooms Full:	2	N or S of I-10:	N
Bathrooms Three Quarter:	0	N or S of CSX Railroad Track:	N
Bathrooms Half:	0	Subdivision:	Northwood Hills
Year Built:	1978	Parcel Number:	0807m-03-005.000
Approx H/C SqFt:	1,008		
SqFt Source:	Public Records		
County:	Harrison		

Legal Description: LOT 10 NORTHWOOD HILLS NORTH SUBD

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3373829 — 413 W Stevens Circle, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Karen Tran S54323	LO: Sunset Mississippi Realty, LLC 21739	228-424-7615	228-207-0422	misskarentran@gmail.com
Selling Member:	Karen Tran	SO: Sunset Mississippi Realty, LLC 21739	228-424-7615	228-207-0422	misskarentran@gmail.com



Rent/Lease Price: $900
Closing Price: $900
Lease Term: 12 Months
Security Deposit: $900
Pets Allowed: Yes
Pet Deposit: $250
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 1
Bathrooms Half: 1
Year Built: 1970
Approx H/C SqFt: 1,064
SqFt Source: Public Records
County: Harrison
Legal Description: LOT 129 PINE HILLS SUBD PART 1

Property Sub Type: Single Family Residence
List Date: 04/14/2021
Closing Date: 05/26/2021
List Price/SqFt: $0.84
Sold Price/SqFt: $0.84
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Pine Hills
Parcel Number: 0908o-04-058.000

3379296 — 1350 Tropical Cove, Gulfport, MS 39507
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Michele Clarke B20791	LO: Clarke Real Estate Co. 20792	228-243-0095	228-243-0095	michele@clarke-realestate.com
Selling Member:	Michele Clarke	SO: Clarke Real Estate Co. 20792	228-243-0095	228-243-0095	michele@clarke-realestate.com



Rent/Lease Price: $925
Closing Price: $900
Lease Term: 12 Months
Security Deposit: $700
Pets Allowed: Yes
Pet Deposit: $300
Bedrooms Total: 2
Bathrooms Total: 3
Bathrooms Full: 2
Bathrooms Half: 1
Year Built: 2007
Approx H/C SqFt: 1,152
SqFt Source: Other
County: Harrison
Directions to Property: From Cowan Rd. go east on Pass Rd just past Walmart on the right directly across the street from Southern Charm Furniture. First end townhome near mailbox.
Legal Description: LOT 3 TROPICAL TOWNHOMES SUBD SEC 29-7-10

Property Sub Type: Townhouse
List Date: 08/21/2021
Closing Date: 09/18/2021
List Price/SqFt: $0.8
Sold Price/SqFt: $0.78
N or S of I-10: S
N or S of CSX Railroad Track: N
Subdivision: Tropical Cove
Parcel Number: 1010g-03-019.003

3377165 — 15251 N Parkwood Drive, Gulfport, MS 39503 D
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	John C Mozingo III B23856	LO: Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com
Selling Member:	John C Mozingo III	SO: Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com



Rent/Lease Price: $900
Closing Price: $900
Lease Term: Month To Month
Security Deposit: $900
Pets Allowed: Yes
Pet Deposit: $25
Bedrooms Total: 3
Bathrooms Total: 3
Bathrooms Full: 2
Bathrooms Half: 1
Approx H/C SqFt: 1,300
SqFt Source: Public Records
County: Harrison
Legal Description: BEG 28 FT E OF NW COR OF LOT 2 NORTHWOOD HILLS SUBD PH 5 PT 1 SEC 1 ON S MAR OF PARKWOOD DR NORTH S 130 FT E 20 FT N 130

Property Sub Type: Townhouse
List Date: 07/02/2021
Closing Date: 07/12/2021
List Price/SqFt: $0.69
Sold Price/SqFt: $0.69
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Northwood Hills
Parcel Number: 0808c-01-010.001

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4010515 — 2526 Tandy Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$925	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$925	Property Sub Type:	Single Family Residence
Lease Term:	12 Months; Negotiable	List Date:	03/02/2022
Security Deposit:	$925	Closing Date:	03/29/2022
Pets Allowed:	No	List Price/SqFt:	$0.86
Bedrooms Total:	3	Sold Price/SqFt:	$0.86
Bathrooms Total:	2	N or S of I-10:	N
Bathrooms Full:	1	N or S of CSX Railroad Track:	N
Bathrooms Three Quarter:	0	Subdivision:	Loren D Heights
Bathrooms Half:	1	Parcel Number:	0909b-01-007.000
Year Built:	1972		
Approx H/C SqFt:	1,075		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.32		
County:	Harrison		

Legal Description: HARVEST INVESTMENTS REVOCABLE TRUST -2020-398- LOT 153 LOREN D HEIGHTS PHASE IV

4008683 — 1284 Tropical Cove, Gulfport, MS 39507
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Michele Clarke B20791	LO: Clarke Real Estate Co. 20792	228-243-0095	228-243-0095	michele@clarke-realestate.com
Selling Member:	Michele Clarke	SO: Clarke Real Estate Co. 20792	228-243-0095	228-243-0095	michele@clarke-realestate.com



Rent/Lease Price:	$925	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$925	Property Sub Type:	Townhouse
Lease Term:	12 Months	List Date:	02/08/2022
Security Deposit:	$700	Closing Date:	02/25/2022
Pets Allowed:	Yes	List Price/SqFt:	$0.83
Pet Deposit:	$300	Sold Price/SqFt:	$0.83
Bedrooms Total:	2	N or S of I-10:	S
Bathrooms Total:	2	N or S of CSX Railroad Track:	N
Bathrooms Full:	2	Subdivision:	Tropical Cove
Bathrooms Three Quarter:	0	Parcel Number:	1010g-03-019.033
Bathrooms Half:	0		
Year Built:	2007		
Approx H/C SqFt:	1,108		
SqFt Source:	Appraiser		
Approx Lot Size Acres:	0.07		
Lot Size Dimensions:	27 x 82 x 27 x 82		
County:	Harrison		

Directions to Property: On south side of Pass Rd. east of Cowan and Walmart next to Village Square Mall and across street from Southern Charm Furniture. East side of U shaped Cove, right side of duplex.
Legal Description: LOT 33 TROPICAL TOWNHOMES SUBD SEC 29-7-10

3379040 — 2606 Joan Avenue, Gulfport, MS 39501
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Madolyn Bateman	SO: Property Management Division of Busch Realty Group 21329	228-596-6679	228-224-3976	madolynb.realtor@gmail.com



Rent/Lease Price:	$950	Property Sub Type:	Single Family Residence
Closing Price:	$950	List Date:	08/16/2021
Lease Term:	12 Months	Closing Date:	10/15/2021
Security Deposit:	$950	List Price/SqFt:	$0.95
Pets Allowed:	No	Sold Price/SqFt:	$0.95
Bedrooms Total:	2	N or S of I-10:	S
Bathrooms Total:	1	N or S of CSX Railroad Track:	N
Bathrooms Full:	1	Subdivision:	Broad Acres
Bathrooms Three Quarter:	0	Parcel Number:	0811a-04-093.000
Bathrooms Half:	0		
Year Built:	1949		
Approx H/C SqFt:	996		
SqFt Source:	Estimated		
Approx Lot Size Acres:	0.17		
County:	Harrison		

Legal Description: LOT 11 BLK 12 BROAD ACRES

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4011789 — **3008 50th Avenue, Gulfport, MS 39501 B** — **Residential Lease Closed** — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$950**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$950	**Property Sub Type:**	Multi Family
Lease Term:	12 Months	**List Date:**	03/16/2022
Security Deposit:	$950	**Closing Date:**	03/21/2022
Pets Allowed:	No	**List Price/SqFt:**	$0.9
Bedrooms Total:	3	**Sold Price/SqFt:**	$0.9
Bathrooms Total:	2	**N or S of I-10:**	S
Bathrooms Full:	2	**N or S of CSX Railroad Track:**	N
Bathrooms Three Quarter:	0	**Subdivision:**	Metes And Bounds
Bathrooms Half:	0	**Parcel Number:**	0710n-01-008.000
Year Built:	2010		
Approx H/C SqFt:	1,054		
SqFt Source:	Public Records		
Lot Size Dimensions:	0x0x0x0		
County:	Harrison		

Legal Description: BEG 1221 FT N OF SE COR OF SEC 31-7-11 W 300 FT N 66 FT E 300 FT S 66 FT TO POB BEING LOT 11 OF BURRILL & DUTTON SURVEY IN SEC 31-7-11

4007025 — **1340 Tropical Cove, Gulfport, MS 39507** — **Residential Lease Closed** — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Michele Clarke B20791	**LO:** Clarke Real Estate Co. 20792	228-243-0095	228-243-0095	michele@clarke-realestate.com
Selling Member:	Michele Clarke	**SO:** Clarke Real Estate Co. 20792	228-243-0095	228-243-0095	michele@clarke-realestate.com



Rent/Lease Price:	**$950**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$950	**Property Sub Type:**	Townhouse
Lease Term:	12 Months	**List Date:**	01/18/2022
Security Deposit:	$700	**Closing Date:**	02/08/2022
Pets Allowed:	Yes	**List Price/SqFt:**	$0.83
Pet Deposit:	$300	**Sold Price/SqFt:**	$0.83
Bedrooms Total:	2	**N or S of I-10:**	S
Bathrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	Tropical Cove
Bathrooms Three Quarter:	0	**Parcel Number:**	1010g-03-019.008
Bathrooms Half:	1		
Year Built:	2007		
Approx H/C SqFt:	1,150		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.06		
Lot Size Dimensions:	28 x 106		
County:	Harrison		

Directions to Property: On south side of Pass Rd. east of Cowan and Walmart next to Village Square Mall and across street from Southern Charm Furniture. Left side of yellow duplex, 3rd building from front on west side of subdivision.
Legal Description: LOT 8 TROPICAL TOWNHOMES SUBD SEC 29-7-10

3374460 — **1324 43rd Avenue, Gulfport, MS 39501** — **Residential Lease Closed** — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Member:	Frank F Zhang B21751	**LO:** Bay Waveland Properties, LLC. 21829	228-467-4009	228-467-4009	frankzhang2013@gmail.com
Selling Member:	Frank F Zhang	**SO:** Bay Waveland Properties, LLC. 21829	228-467-4009	228-467-4009	frankzhang2013@gmail.com



Rent/Lease Price:	**$950**	**Property Sub Type:**	Single Family Residence
Closing Price:	$950	**List Date:**	04/29/2021
Lease Term:	12 Months	**Closing Date:**	05/27/2021
Security Deposit:	$950	**List Price/SqFt:**	$0.79
Pets Allowed:	Yes	**Sold Price/SqFt:**	$0.79
Pet Deposit:	$250	**N or S of I-10:**	S
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Metes And Bounds
Bathrooms Full:	2	**Parcel Number:**	0711j-01-022.000
Year Built:	1945		
Approx H/C SqFt:	1,200		
SqFt Source:	Other		
County:	Harrison		

Legal Description: LOTS 3 & 4 BLK 4 VIRGINIA HILL PLACE

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4002469 — 2323 24th Street, Gulfport, MS 39501
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Brittany Gianelloni S56402	**LO:** Coldwell Banker Smith Home Rltrs-OS	228-238-9081	228-872-3330	visualizewithbrittany@gmail.com
Selling Member:	Brittany Gianelloni	**SO:** Coldwell Banker Smith Home Rltrs-OS	228-238-9081	228-872-3330	visualizewithbrittany@gmail.com



Rent/Lease Price:	**$950**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$950	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	11/09/2021
Security Deposit:	$100,000	**Closing Date:**	12/19/2021
Bedrooms Total:	3	**List Price/SqFt:**	$0.79
Bathrooms Total:	1	**Sold Price/SqFt:**	$0.79
Bathrooms Full:	1	**N or S of I-10:**	S
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	0	**Subdivision:**	Metes And Bounds
Year Built:	1954	**Parcel Number:**	Unassigned
Approx H/C SqFt:	1,200		
SqFt Source:	Owner		
Approx Lot Size Acres:	0.05		
Lot Size Dimensions:	na		
County:	Harrison		
Legal Description: NA			

4013050 — 1725 3rd Street, Gulfport, MS 39501
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Nancy Carpentier B5956	**LO:** A & W Associates	228-617-2332	228-875-7793	nancycarpentier@bellsouth.net
Selling Member:	Kathy Mitchell	**SO:** A & W Associates	228-623-7969	228-875-7793	kathleenmitchell@bellsouth.net



Rent/Lease Price:	**$950**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$950	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	03/30/2022
Security Deposit:	$700	**Closing Date:**	04/01/2022
Pets Allowed:	Yes	**List Price/SqFt:**	$0.71
Pet Deposit:	$200	**Sold Price/SqFt:**	$0.71
Bedrooms Total:	3	**N or S of I-10:**	S
Bathrooms Total:	1	**N or S of CSX Railroad Track:**	S
Bathrooms Full:	1	**Subdivision:**	Metes And Bounds
Bathrooms Three Quarter:	0	**Parcel Number:**	0811g-03-014.000
Bathrooms Half:	0		
Year Built:	1920		
Approx H/C SqFt:	1,329		
SqFt Source:	Owner		
Approx Lot Size Acres:	0.3		
Lot Size Dimensions:	62' X 219' X 60' X 237'		
County:	Harrison		

Directions to Property: GOING WEST ON HWY 90, TURN NORTH ON TO PRATT AVE, GO TO 3RD ST, TURN LEFT, JUST BEFORE NICOLS CT.
Legal Description: BEG 57 FT E OF INTER OF S MAR 3RD ST & E MAR NICHOLS CT S 218 FT E 60 FT N 235 FT M/L W 61 FT TO POB PART OF SW1/4 OF SW1/4 OF SEC 3-8-11

4001401 — 12288 Windward Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Taryn P Flynt B23218	**LO:** Southern Oaks Realty - BOF 23233	228-697-3862	228-207-6496	tarynflynt@gmail.com
] Member:	Alyson M Richard	**SO:** Southern Oaks Realty - BOF 23233	228-297-9699	228-207-6496	alysonrichard23@gmail.com



Rent/Lease Price:	**$995**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$995	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months; 24 Months; Negotiable	**List Date:**	10/27/2021
Security Deposit:	$995	**Closing Date:**	10/29/2021
Bedrooms Total:	2	**List Price/SqFt:**	$1.21
Bathrooms Total:	1	**Sold Price/SqFt:**	$1.21
Bathrooms Full:	1	**N or S of I-10:**	N
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	0	**Subdivision:**	Windsong
Year Built:	1988	**Parcel Number:**	0908d-01-046.000
Approx H/C SqFt:	820		
SqFt Source:	Owner		
Approx Lot Size Acres:	0		
Lot Size Dimensions:	0		
County:	Harrison		
Legal Description: LOT 26 WINDSONG SUBD PHASE I NW1/4 SEC 2-7-11			

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3376689 — **13071 Tracewood Drive, Gulfport, MS 39503 B**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Glen H Reed B7821	**LO:** Glen Reed Real Estate	228-263-0630	228-263-0630	grrems@yahoo.com
Selling Member:	Glen H Reed	**SO:** Glen Reed Real Estate	228-263-0630	228-263-0630	grrems@yahoo.com



Rent/Lease Price: $1,050
Closing Price: $995
Lease Term: 12 Months
Security Deposit: $1,050
Pets Allowed: Yes
Pet Deposit: $250
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 2
Year Built: 2008
Approx H/C SqFt: 1,044
SqFt Source: Public Records
County: Harrison
Legal Description: LOT 9 TRACEWOOD SUBD & REPLATRD SEC 35-6-11

Property Sub Type: Single Family Residence
List Date: 06/22/2021
Closing Date: 06/25/2021
List Price/SqFt: $1
Sold Price/SqFt: $0.95
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Tracewood
Parcel Number: 0907m-01-004.009

4004753 — **13071 Tracewood Drive, Gulfport, MS 39503 A**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Glen H Reed B7821	**LO:** Glen Reed Real Estate	228-263-0630	228-263-0630	grrems@yahoo.com
Selling Member:	Glen H Reed	**SO:** Glen Reed Real Estate	228-263-0630	228-263-0630	grrems@yahoo.com



Rent/Lease Price: $995
Closing Price: $995
Lease Term: 12 Months
Security Deposit: $1,095
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 2
Bathrooms Three Quarter: 0
Bathrooms Half: 0
Year Built: 2008
Approx H/C SqFt: 1,044
SqFt Source: Public Records
Approx Lot Size Acres: 0
Lot Size Dimensions: 0
County: Harrison
Legal Description: LOT 9 TRACEWOOD SUBD & REPLATRD SEC 35-6-11

Listing Agreement: Exclusive Right To Lease
Property Sub Type: Multi Family
List Date: 12/13/2021
Closing Date: 02/09/2022
List Price/SqFt: $0.95
Sold Price/SqFt: $0.95
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Tracewood
Parcel Number: 0907m-01-004.009

3375800 — **2410 15th Avenue, Gulfport, MS 39501**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Michelle Patterson B23681	**LO:** CENTURY 21 J. Carter & Company 21151	540-229-4968	228-731-3881	michellepatterson.re@gmail.com
Selling Member:	Michelle Patterson	**SO:** CENTURY 21 J. Carter & Company 21151	540-229-4968	228-731-3881	michellepatterson.re@gmail.com



Rent/Lease Price: $1,000
Closing Price: $1,000
Lease Term: 12 Months
Security Deposit: $1,000
Pets Allowed: Yes
Pet Deposit: $250
Bedrooms Total: 2
Bathrooms Total: 1
Bathrooms Full: 1
Year Built: 1940
Approx H/C SqFt: 1,012
SqFt Source: Public Records
County: Harrison
Legal Description: W 80 FT OF N 15 FT OF LOT 19 W 80 FT OF LOT 20 & W 80 FT OF S 10 FT OF LOT 21 BLK 27 ARLINGTON HEIGHTS SEC 3-8-11

Property Sub Type: Single Family Residence
List Date: 05/29/2021
Closing Date: 06/08/2021
List Price/SqFt: $0.98
Sold Price/SqFt: $0.98
N or S of I-10: S
N or S of CSX Railroad Track: N
Subdivision: Arlington Heights
Parcel Number: 0811b-03-050.001

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3375116 **1222 33rd Avenue, Gulfport, MS 39501**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Michelle Patterson B23681	**LO:** CENTURY 21 J. Carter & Company 21151	540-229-4968	228-731-3881	michellepatterson.re@gmail.com
Selling Member:	Michelle Patterson	**SO:** CENTURY 21 J. Carter & Company 21151	540-229-4968	228-731-3881	michellepatterson.re@gmail.com



Rent/Lease Price: $1,000
Closing Price: $1,000
Lease Term: 12 Months
Security Deposit: $1,000
Pets Allowed: Yes
Pet Deposit: $250
Bedrooms Total: 3
Bathrooms Total: 1
Bathrooms Full: 1
Year Built: 1900
Approx H/C SqFt: 1,032
SqFt Source: Public Records
County: Harrison
Legal Description: LOT 28 & N 10 FT OF LOT 27 & S 3 FT OF LOT 29 BLK 195 ORIGINAL GULFPORT

Property Sub Type: Single Family Residence
List Date: 05/14/2021
Closing Date: 05/22/2021
List Price/SqFt: $0.96
Sold Price/SqFt: $0.96
N or S of I-10: S
N or S of CSX Railroad Track: S
Subdivision: Metes And Bounds
Parcel Number: 0811l-04-088.000

4006519 **3944 Monterey Drive, Gulfport, MS 39501**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Maria Davis S54314	**LO:** Sunset Mississippi Realty, LLC 21739	228-324-0920	228-207-0422	maria.davis.sun@gmail.com
Selling Member:	Maria Davis	**SO:** Sunset Mississippi Realty, LLC 21739	228-324-0920	228-207-0422	maria.davis.sun@gmail.com



Rent/Lease Price: $1,000
Closing Price: $1,000
Lease Term: 12 Months
Security Deposit: $1,000
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 1
Bathrooms Three Quarter: 0
Bathrooms Half: 1
Year Built: 1968
Approx H/C SqFt: 1,100
SqFt Source: Other
Approx Lot Size Acres: 0.17
Lot Size Dimensions: 59x125x60x125
County: Harrison
Directions to Property: Driving South on Hwy 49, turn right onto 28th St, turn right onto 39th Ave, turn left onto Sierra Dr. then turn left onto Monterrey Dr.
Legal Description: LOT 200 VILLA DEL REY SUBD

Listing Agreement: Exclusive Right To Lease
Property Sub Type: Single Family Residence
List Date: 01/12/2022
Closing Date: 04/28/2022
Days On Market: 42
CDOM: 42
List Price/SqFt: $0.91
Sold Price/SqFt: $0.91
N or S of I-10: S
N or S of CSX Railroad Track: N
Subdivision: Villa Del Rey
Parcel Number: 0710j-01-011.000

4009530 **12271 Dedeaux Road, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Nancy Carpentier B5956	**LO:** A & W Associates	228-617-2332	228-875-7793	nancycarpentier@bellsouth.net
Co-listing Member:	Monique C Ward	**CLO:** A & W Associates	228-327-4814	228-875-7793	monique@aandwassociates.com
Selling Member:	Monique C Ward	**SO:** A & W Associates	228-327-4814	228-875-7793	monique@aandwassociates.com



Rent/Lease Price: $1,025
Closing Price: $1,025
Lease Term: 12 Months
Security Deposit: $1,025
Pets Allowed: No
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 1
Bathrooms Three Quarter: 0
Bathrooms Half: 1
Year Built: 1975
Approx H/C SqFt: 1,462
SqFt Source: Public Records
Approx Lot Size Acres: 0.23
Lot Size Dimensions: 80.0x125.0
County: Harrison
Directions to Property: Take 1-10 to Cowan/Lorraine Rd - turn North - go to Dedeaux Rd., turn West (L) go approximately 2 miles. House is on left next to Froogle's.
Legal Description: LOT 1 PINE HILLS SUBD PART 1

Listing Agreement: Exclusive Right To Lease
Property Sub Type: Single Family Residence
List Date: 02/17/2022
Closing Date: 03/01/2022
List Price/SqFt: $0.7
Sold Price/SqFt: $0.7
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Pine Hill
Parcel Number: 0908o-01-001.000

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4016378 **829 Hardy Avenue, Gulfport, MS 39501 B**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Gaye M Leggett B19427	**LO:** Martin O'Neal & Associates 14485	228-697-6544	228-731-3676	gayeleggett@bellsouth.net
Selling Member:	Gaye M Leggett	**SO:** Martin O'Neal & Associates 14485	228-697-6544	228-731-3676	gayeleggett@bellsouth.net



Rent/Lease Price: $1,050
Closing Price: $1,050
Lease Term: 12 Months
Security Deposit: $600
Pets Allowed: No
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 2
Bathrooms Three Quarter: 0
Bathrooms Half: 0
Year Built: 2008
Approx H/C SqFt: 1,230
SqFt Source: Public Records
County: Harrison

Listing Agreement: Exclusive Right To Lease
Property Sub Type: Multi Family
List Date: 05/02/2022
Closing Date: 05/11/2022
List Price/SqFt: $0.85
Sold Price/SqFt: $0.85
N or S of I-10: S
N or S of CSX Railroad Track: S
Subdivision: Gulfport
Parcel Number: 0711n-04-001.001

Directions to Property: From Hwy 90, turn north onto Hardy Ave. Home is located on the left before W Railroad St.
Legal Description: On File

3374884 **16121 Ganges Street, Gulfport, MS 39501**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Nancy Carpentier B5956	**LO:** A & W Associates	228-617-2332	228-875-7793	nancycarpentier@bellsouth.net
Co-listing Member:	Monique C Ward	**CLO:** A & W Associates	228-327-4814	228-875-7793	monique@aandwassociates.com
Selling Member:	Nick Mangino	**SO:** Ford Realty, Inc. 8711	601-590-5215	601-798-6202	mangino1@live.com



Rent/Lease Price: $1,095
Closing Price: $1,095
Lease Term: 12 Months
Security Deposit: $1,095
Pets Allowed: No
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 2
Year Built: 2005
Approx H/C SqFt: 1,343
SqFt Source: Public Records
Lot Size Dimensions: 75 X 130
County: Harrison

Property Sub Type: Single Family Residence
List Date: 05/07/2021
Closing Date: 05/25/2021
List Price/SqFt: $0.81
Sold Price/SqFt: $0.81
N or S of I-10: S
N or S of CSX Railroad Track: N
Subdivision: Floral Estates
Parcel Number: 0710h-02-041.000

Directions to Property: From I-10 take Hwy 49 South, turn right onto Martin Luther King Jr Blvd, turn left onto 34th Ave, turn right onto Ganges St., house will be on the left (just past Magnolia Ave).
Legal Description: LOTS 12 TO 14 BLK 50 FLORAL ESTATES SEC 29-7-11

3375038 **13190 Warren Drive, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price: $1,100
Closing Price: $1,100
Lease Term: 12 Months
Security Deposit: $1,100
Pets Allowed: No
Pet Deposit: $0
Bedrooms Total: 2
Bathrooms Total: 2
Bathrooms Full: 2
Year Built: 1999
Approx H/C SqFt: 980
SqFt Source: Estimated
County: Harrison

Property Sub Type: Single Family Residence
List Date: 05/12/2021
Closing Date: 07/01/2021
List Price/SqFt: $1.12
Sold Price/SqFt: $1.12
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Forest North
Parcel Number: 0908n-05-001.107

Legal Description: LOT 105 FOREST NORTH SUBD PH 3 SEC 11-7-11

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4007654 — **2212 23rd Avenue, Gulfport, MS 39501**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Holly Gibbs B22047	**LO:** Berkshire Hathaway HomeServices Preferred Properties 23651	228-697-3714	228-896-6060	brokergibbs@gmail.com
Selling Member:	Holly Gibbs	**SO:** Berkshire Hathaway HomeServices Preferred Properties 23651	228-697-3714	228-896-6060	brokergibbs@gmail.com



Rent/Lease Price:	**$1,100**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,100	**Property Sub Type:**	Single Family Residence
Lease Term:	6 Months; 12 Months; Military Partnership	**List Date:**	01/24/2022
Security Deposit:	$1,100	**Closing Date:**	02/07/2022
Bedrooms Total:	3	**Days On Market:**	7
Bathrooms Total:	2	**CDOM:**	7
Bathrooms Full:	2	**List Price/SqFt:**	$0.77
Bathrooms Three Quarter:	0	**Sold Price/SqFt:**	$0.77
Bathrooms Half:	0	**N or S of I-10:**	S
Year Built:	1932	**N or S of CSX Railroad Track:**	N
Approx H/C SqFt:	1,420	**Subdivision:**	Metes And Bounds
SqFt Source:	Owner	**Parcel Number:**	0811c-03-022.000
Approx Lot Size Acres:	0.24		
Lot Size Dimensions:	62.5 x 165		
County:	Harrison		

Legal Description: N 1/2 OF LOT 20 & ALL LOTS 21 & 22 BLK 76 ORIGINAL GULFPORT

4004124 — **11534 Acorn Drive, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Holly J Gibbs	**LO:** Sawyer Real Estate, Inc. Of Ms.		228-863-0232	
Selling Member:	Holly J Gibbs	**SO:** Sawyer Real Estate, Inc. Of Ms.		228-863-0232	



Rent/Lease Price:	**$1,100**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,120	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	12/03/2021
Security Deposit:	$1,100	**Closing Date:**	12/15/2021
Pets Allowed:	No	**List Price/SqFt:**	$0.88
Bedrooms Total:	3	**Sold Price/SqFt:**	$0.89
Bathrooms Total:	2	**N or S of I-10:**	N
Bathrooms Full:	2	**N or S of CSX Railroad Track:**	N
Bathrooms Three Quarter:	0	**Subdivision:**	Oaklane Estates
Bathrooms Half:	0	**Parcel Number:**	0708j-02-002.033
Year Built:	0		
Approx H/C SqFt:	1,254		
SqFt Source:	Owner		
Approx Lot Size Acres:	0		
Lot Size Dimensions:	0		
County:	Harrison		

Legal Description: LOT 29 OAKLANE ESTATES SUBD SEC 8-7-11

4011159 — **2602 George Street, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Nancy Carpentier B5956	**LO:** A & W Associates	228-617-2332	228-875-7793	nancycarpentier@bellsouth.net
Co-listing Member:	Monique C Ward	**CLO:** A & W Associates	228-327-4814	228-875-7793	monique@aandwassociates.com
Selling Member:	Monique C Ward	**SO:** A & W Associates	228-327-4814	228-875-7793	monique@aandwassociates.com



Rent/Lease Price:	**$1,125**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,125	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	03/07/2022
Security Deposit:	$112,500	**Closing Date:**	03/30/2022
Bedrooms Total:	3	**List Price/SqFt:**	$1.03
Bathrooms Total:	2	**Sold Price/SqFt:**	$1.03
Bathrooms Full:	1	**N or S of I-10:**	N
Bathrooms Three Quarter:	1	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	0	**Subdivision:**	Pine Hill Estates
Year Built:	1974	**Parcel Number:**	0908o-03-008.000
Approx H/C SqFt:	1,092		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.3		
Lot Size Dimensions:	89x177135x183		
County:	Harrison		

Directions to Property: Take 1-10 to Cowan/Lorraine exit, go North to Dedeaux Rd., turn West (L), go to Pine Hills Dr., turn South (L), go to George St., turn West (R), house is on the left.

Legal Description: LOT 143 & W 14 FT OF LOT 144 PINE HILLS SUBD PART 1

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3379699 — 13208 Warren Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,150	Property Sub Type:	Single Family Residence
Closing Price:	$1,150	List Date:	09/03/2021
Lease Term:	12 Months	Closing Date:	12/07/2021
Security Deposit:	$1,350	List Price/SqFt:	$1.14
Pets Allowed:	No	Sold Price/SqFt:	$1.14
Bedrooms Total:	3	N or S of I-10:	N
Bathrooms Total:	2	N or S of CSX Railroad Track:	N
Bathrooms Full:	2	Subdivision:	Forest North
Bathrooms Three Quarter:	0	Parcel Number:	0908n-05-001.103
Bathrooms Half:	0		
Year Built:	2004		
Approx H/C SqFt:	1,008		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.1		
County:	Harrison		

Legal Description: LOT 38 FOREST NORTH SUBD PH 3 SEC 11-7-11

3376200 — 928 Jefferson Drive, Gulfport, MS 39507
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Melinda Hackenbruch	LO: EXIT Prestige Luxury Realty 18932		228-388-5888	
Selling Member:	Melinda Hackenbruch	SO: EXIT Prestige Luxury Realty 18932		228-388-5888	



Rent/Lease Price:	$1,150	Property Sub Type:	Townhouse
Closing Price:	$1,150	List Date:	06/10/2021
Lease Term:	12 Months	Closing Date:	06/18/2021
Security Deposit:	$1,000	List Price/SqFt:	$0.89
Pets Allowed:	Yes	Sold Price/SqFt:	$0.89
Pet Deposit:	$300	N or S of I-10:	S
Bedrooms Total:	2	N or S of CSX Railroad Track:	N
Bathrooms Total:	2	Subdivision:	Village of Jeffer.
Bathrooms Full:	1	Parcel Number:	1010h-01-001.015
Bathrooms Half:	1		
Year Built:	2009		
Approx H/C SqFt:	1,280		
SqFt Source:	Public Records		
County:	Harrison		

Legal Description: LOT 15 VILLAGE OF JEFFERSON TOWNHOUSES PHASE III

4010659 — 40 31st Street, Gulfport, MS 39507
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	John C Mozingo III B23856	LO: Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com
Selling Member:	John C Mozingo III	SO: Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com



Rent/Lease Price:	$1,150	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,150	Property Sub Type:	Single Family Residence
Lease Term:	See Remarks	List Date:	03/03/2022
Security Deposit:	$1,150	Closing Date:	03/10/2022
Pets Allowed:	Yes	List Price/SqFt:	$0.82
Pet Deposit:	$115,025	Sold Price/SqFt:	$0.82
Bedrooms Total:	3	N or S of I-10:	S
Bathrooms Total:	1	N or S of CSX Railroad Track:	N
Bathrooms Full:	1	Subdivision:	East Park
Bathrooms Three Quarter:	0	Parcel Number:	0910o-02-034.000
Bathrooms Half:	0		
Year Built:	0		
Approx H/C SqFt:	1,400		
SqFt Source:	Estimated		
Approx Lot Size Acres:	0		
Lot Size Dimensions:	00		
County:	Harrison		

Legal Description: LOT 18 BLK 5 EAST PARK SUBD

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3377876 — 907 Sycamore Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Nancy Carpentier B5956	**LO:** A & W Associates	228-617-2332	228-875-7793	nancycarpentier@bellsouth.net
Selling Member:	Nancy Carpentier	**SO:** A & W Associates	228-617-2332	228-875-7793	nancycarpentier@bellsouth.net



Rent/Lease Price: $1,195
Closing Price: $1,195
Lease Term: 12 Months
Security Deposit: $1,195
Pets Allowed: No
Bedrooms Total: 4
Bathrooms Total: 2
Bathrooms Full: 2
Year Built: 1980
Approx H/C SqFt: 1,340
SqFt Source: Estimated
Lot Size Dimensions: 85.0 X 140.0 X 85.0 X 140.0
County: Harrison
Directions to Property: FROM DEDEAUX RD TURN NORTH ON TO HEMLOCK, GO TO BIRCH, TURN LEFT, GO TO SYCAMORE, TURN RIGHT, HOUSE ON LEFT
Legal Description: LOT 108 WILDWOOD SUBD PART 1

Property Sub Type: Single Family Residence
List Date: 07/18/2021
Closing Date: 08/14/2021
List Price/SqFt: $0.89
Sold Price/SqFt: $0.89
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Wildwood
Parcel Number: 0908k-03-008.000

3378615 — 3509 Nunnally Street, Gulfport, MS 39501
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Carla Gonzales, Carla Gonzales	**SO:** Coldwell Banker Alfonso Realty-OS-B/O	301-802-5499	228-875-1272	carlaloveshomes@gmail.com



Rent/Lease Price: $1,200
Closing Price: $1,200
Lease Term: 12 Months
Security Deposit: $1,200
Pets Allowed: Yes
Pet Deposit: $250
Bedrooms Total: 3
Bathrooms Total: 1
Bathrooms Full: 1
Year Built: 1978
Approx H/C SqFt: 972
SqFt Source: Public Records
County: Harrison
Legal Description: LOT 20 VILLAGE GREEN SUBD

Property Sub Type: Single Family Residence
List Date: 08/06/2021
Closing Date: 09/10/2021
List Price/SqFt: $1.23
Sold Price/SqFt: $1.23
N or S of I-10: S
N or S of CSX Railroad Track: N
Subdivision: Village Green
Parcel Number: 0810i-01-012.000

3375201 — 1216 22nd Street, Gulfport, MS 39501
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Karen Peters B17527	**LO:** Billy Hewes Real Estate	228-323-4497	228-832-6262	petersk727@gmail.com
Selling Member:	Karen Peters	**SO:** Billy Hewes Real Estate	228-323-4497	228-832-6262	petersk727@gmail.com



Rent/Lease Price: $1,300
Closing Price: $1,200
Lease Term: 12 Months
Security Deposit: $1,300
Pets Allowed: Yes
Pet Deposit: $300
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 1
Bathrooms Half: 1
Year Built: 1960
Approx H/C SqFt: 1,000
SqFt Source: Owner
County: Harrison
Legal Description: LOT 7 BLK 27 BROAD ACRES

Property Sub Type: Single Family Residence
List Date: 05/17/2021
Closing Date: 05/27/2021
List Price/SqFt: $1.3
Sold Price/SqFt: $1.2
N or S of I-10: S
N or S of CSX Railroad Track: N
Subdivision: Broad Acres
Parcel Number: 0811a-03-092.000

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3377124 **13465 Windsong Drive, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Devin K Collins B22063	**LO:** Shoreline Realty, LLC 18526	228-382-2425	228-875-3331	devin@shorelinerealty.net
Co-listing Member:	Frances H Edwards	**CLO:** Shoreline Realty, LLC	601-498-2132	228-875-3331	FrancesEdwardsRealtor@gmail.com
Selling Member:	Frances H Edwards	**SO:** Shoreline Realty, LLC 18526	601-498-2132	228-875-3331	FrancesEdwardsRealtor@gmail.com



Rent/Lease Price: $1,200
Closing Price: $1,200
Lease Term: 12 Months
Security Deposit: $1,200
Pets Allowed: Yes
Pet Deposit: $400
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 2
Year Built: 2001
Approx H/C SqFt: 1,100
SqFt Source: Public Records
County: Harrison
Legal Description: LOT 5 WINDSONG SUBD PHASE I NW1/4 SEC 2-7-11

Property Sub Type: Single Family Residence
List Date: 07/01/2021
Closing Date: 07/21/2021
List Price/SqFt: $1.09
Sold Price/SqFt: $1.09
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Windsong
Parcel Number: 0908d-01-025.000

3375290 **103 Ben Drive, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price: $1,200
Closing Price: $1,200
Lease Term: 12 Months
Security Deposit: $1,200
Pets Allowed: No
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 1
Bathrooms Half: 1
Year Built: 1971
Approx H/C SqFt: 1,107
SqFt Source: Public Records
County: Harrison
Legal Description: LOT 43 BEL-AIRE SUBD 7TH ADD

Property Sub Type: Single Family Residence
List Date: 05/19/2021
Closing Date: 05/29/2021
List Price/SqFt: $1.08
Sold Price/SqFt: $1.08
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Bel-Aire
Parcel Number: 0808o-02-061.000

4004051 **10581 Bay Tree Drive, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Michelle Patterson B23681	**LO:** CENTURY 21 J. Carter & Company 21151	540-229-4968	228-731-3881	michellepatterson.re@gmail.com
Member:	Michelle Patterson	**SO:** CENTURY 21 J. Carter & Company 21151	540-229-4968	228-731-3881	michellepatterson.re@gmail.com



Rent/Lease Price: $1,200
Closing Price: $1,200
Lease Term: 12 Months
Security Deposit: $1,200
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 2
Bathrooms Three Quarter: 0
Bathrooms Half: 0
Year Built: 1998
Approx H/C SqFt: 1,153
SqFt Source: Assessor
Approx Lot Size Acres: 0.16
Lot Size Dimensions: 0
County: Harrison
Legal Description: LOT 77 FOREST NORTH SUBD PH 2 SEC 11-7-11

Listing Agreement: Exclusive Right To Lease
Property Sub Type: Single Family Residence
List Date: 12/02/2021
Closing Date: 12/13/2021
List Price/SqFt: $1.04
Sold Price/SqFt: $1.04
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Forest North
Parcel Number: 0908n-05-001.056

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4007247 — 10658 E Bay Tree Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Judi E McMurphy S22760	LO: A.J. McMurphy Real Estate 16213	228-861-3373	228-388-3221	ajmcmurphyre@gmail.com
Selling Member:	Judi E McMurphy	SO: A.J. McMurphy Real Estate 16213	228-861-3373	228-388-3221	ajmcmurphyre@gmail.com



Rent/Lease Price:	$1,200	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,200	Property Sub Type:	Single Family Residence
Lease Term:	12 Months; Military Partnership	List Date:	01/21/2022
Pets Allowed:	No	Closing Date:	02/01/2022
Bedrooms Total:	3	List Price/SqFt:	$1
Bathrooms Total:	2	Sold Price/SqFt:	$1
Bathrooms Full:	2	N or S of I-10:	N
Bathrooms Three Quarter:	0	N or S of CSX Railroad Track:	N
Bathrooms Half:	0	Subdivision:	Forest North
Year Built:	2002	Parcel Number:	0908n-05-001.112
Approx H/C SqFt:	1,200		
SqFt Source:	Assessor		
Approx Lot Size Acres:	0.14		
Lot Size Dimensions:	48 x 128 x 40 x 129		
County:	Harrison		

Directions to Property: Dedeaux R to Sharp Blvd, South to Warren, left o E. Bay Tree
Legal Description: Lot 131 Forest North

4005836 — 3307 Johnson Drive, Gulfport, MS 39501
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Jim Wheeler B14811	LO: Landmark Properties-Wheeler & Assoc., Inc.	228-209-3765	228-435-4255	jimwheeler@bellsouth.net
Selling Member:	Brittany Wheeler	SO: Landmark Properties-Wheeler & Assoc., Inc.	601-716-5225	228-435-4255	brittanywheeler.realtor@gmail.com



Rent/Lease Price:	$1,200	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,200	Property Sub Type:	Single Family Residence
Lease Term:	12 Months; Military Partnership	List Date:	01/03/2022
Security Deposit:	$1,200	Closing Date:	01/07/2022
Pets Allowed:	No	List Price/SqFt:	$0.86
Bedrooms Total:	4	Sold Price/SqFt:	$0.86
Bathrooms Total:	2	N or S of I-10:	S
Bathrooms Full:	2	N or S of CSX Railroad Track:	N
Bathrooms Three Quarter:	0	Subdivision:	Metes And Bounds
Bathrooms Half:	0	Parcel Number:	0810p-01-048.000
Year Built:	1975	Additional Parcel Numbers:	None
Approx H/C SqFt:	1,400		
SqFt Source:	Owner		
Approx Lot Size Acres:	0.22		
Lot Size Dimensions:	70' x 134' x 71' x 133'		
County:	Harrison		

Legal Description: JOHN & KAREN G MCKENNA TRUST 2019-9256 LOT 48 RE-PLAT OF GULFPORT BAYOU VIEW WEST SUBD PART 1 A/K/A LOT 48 PROPOSED BRICKYARD BAYOU SUBD BK 617 PG 43 SEC 34-7-11

4004495 — 309 Mary Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
[illegible]g Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,250	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,250	Property Sub Type:	Single Family Residence
Lease Term:	12 Months; Negotiable	List Date:	12/08/2021
Security Deposit:	$1,250	Closing Date:	03/09/2022
Bedrooms Total:	3	List Price/SqFt:	$1.22
Bathrooms Total:	2	Sold Price/SqFt:	$1.22
Bathrooms Full:	1	N or S of I-10:	N
Bathrooms Three Quarter:	0	N or S of CSX Railroad Track:	N
Bathrooms Half:	1	Subdivision:	Olivet
Year Built:	1980	Parcel Number:	0808h-01-031.000
Approx H/C SqFt:	1,026		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.2		
Lot Size Dimensions:	0x0		
County:	Harrison		

Legal Description: LOT 90 OLIVET SUBD 2ND ADD

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3377404 — **10682 E Bay Tree Drive, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Jacqueline Levy	**SO:** Keller Williams 19934	228-235-6798	228-275-7500	jlevy223@gmail.com

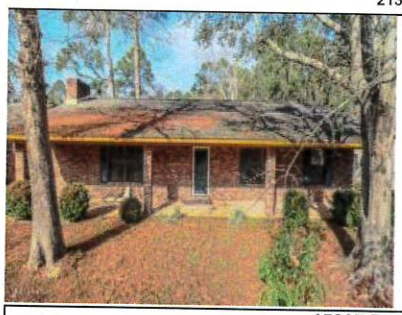


Rent/Lease Price:	**$1,250**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,250	**List Date:**	07/07/2021
Lease Term:	12 Months	**Closing Date:**	07/26/2021
Security Deposit:	$1,250	**List Price/SqFt:**	$1.04
Pets Allowed:	No	**Sold Price/SqFt:**	$1.04
Bedrooms Total:	3	**N or S of I-10:**	N
Bathrooms Total:	2	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	Forest North
Year Built:	2014	**Parcel Number:**	0908n-05-001.176
Approx H/C SqFt:	1,200		
SqFt Source:	Owner		
County:	Harrison		

Legal Description: LOT 125 FOREST NORTH SUBD PH 4 SEC 11-7-11

4006268 — **4626 30th Street, Gulfport, MS 39501**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,250**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,250	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months; Negotiable	**List Date:**	01/08/2022
Security Deposit:	$1,350	**Closing Date:**	01/28/2022
Bedrooms Total:	3	**List Price/SqFt:**	$0.75
Bathrooms Total:	2	**Sold Price/SqFt:**	$0.75
Bathrooms Full:	2	**N or S of I-10:**	S
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	0	**Subdivision:**	Gulfport Heights
Year Built:	1987	**Parcel Number:**	0710o-02-056.001
Approx H/C SqFt:	1,674		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.22		
Lot Size Dimensions:	140x70x140x70		
County:	Harrison		

Legal Description: LOTS 27 & 28 BLK 14 GULFPORT HEIGHTS IN SW1/4 SEC 32-7-11

4005795 — **15307 Baywood Circle, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,325**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,275	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	01/03/2022
Bedrooms Total:	3	**Closing Date:**	02/05/2022
Bathrooms Total:	2	**List Price/SqFt:**	$0.84
Bathrooms Full:	2	**Sold Price/SqFt:**	$0.8
Bathrooms Three Quarter:	0	**N or S of I-10:**	N
Bathrooms Half:	0	**N or S of CSX Railroad Track:**	N
Year Built:	2007	**Subdivision:**	Northwood Hills
Approx H/C SqFt:	1,585	**Parcel Number:**	0808d-03-051.001
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.26		
County:	Harrison		

Legal Description: LOT 4 BLK 9 NORTHWOOD HILLS SUBD

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3380587 — 108 Robin Court, Gulfport, MS 39501
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Nancy Carpentier B5956	LO: A & W Associates	228-617-2332	228-875-7793	nancycarpentier@bellsouth.net
Selling Member:	Nancy Carpentier	SO: A & W Associates	228-617-2332	228-875-7793	nancycarpentier@bellsouth.net



Rent/Lease Price:	$1,275	Property Sub Type:	Single Family Residence
Closing Price:	$1,275	List Date:	09/29/2021
Lease Term:	12 Months	Closing Date:	10/18/2021
Security Deposit:	$1,275	List Price/SqFt:	$0.61
Pets Allowed:	No	Sold Price/SqFt:	$0.61
Bedrooms Total:	4	N or S of I-10:	S
Bathrooms Total:	2	N or S of CSX Railroad Track:	N
Bathrooms Full:	2	Subdivision:	Rolling Meadows
Bathrooms Three Quarter:	0	Parcel Number:	0710i-05-006.000
Bathrooms Half:	0		
Year Built:	1962		
Approx H/C SqFt:	2,100		
SqFt Source:	Owner		
Approx Lot Size Acres:	0.2		
Lot Size Dimensions:	48 X 112 X 163 X 112		
County:	Harrison		

Directions to Property: FROM I 10 EXIT AT HEY 49 AND GO SOUTH, TURN WEST ONTO MARTIN LUTHER KING WHICH WILL CURVE SOUTH AND CHANGE INTO 34TH, TURN WEST ONTO MEADOWLARK AND THEN SOUTH ONTO ROBIN COURT. HOUSE IN THE CULDESAC
Legal Description: KIM PHAM 2017 REVOCABLE TRUST -2018-1374- LOT 184 ROLLING MEADOWS SUBD UNIT 5

3379252 — 2421 Pine Avenue, Gulfport, MS 39501
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Karen Peters B17527	LO: Billy Hewes Real Estate	228-323-4497	228-832-6262	petersk727@gmail.com
Selling Member:	Karen Peters	SO: Billy Hewes Real Estate	228-323-4497	228-832-6262	petersk727@gmail.com



Rent/Lease Price:	$1,300	Property Sub Type:	Single Family Residence
Closing Price:	$1,300	List Date:	08/20/2021
Lease Term:	12 Months	Closing Date:	09/01/2021
Security Deposit:	$1,300	List Price/SqFt:	$1.32
Pets Allowed:	No	Sold Price/SqFt:	$1.32
Bedrooms Total:	2	N or S of I-10:	S
Bathrooms Total:	1	N or S of CSX Railroad Track:	N
Bathrooms Full:	1	Subdivision:	Broadmoor Place
Year Built:	1940	Parcel Number:	0811a-03-014.000
Approx H/C SqFt:	984		
SqFt Source:	Owner		
County:	Harrison		

Directions to Property: N on Hewes Avenue from Hwy 90, left onto E. Railroad St., Right on 22nd Street, right on Pine Avenue

4009862 — 13472 Locust Hill Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
[illegible]g Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,300	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,300	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	02/22/2022
Security Deposit:	$130,000	Closing Date:	03/11/2022
Bedrooms Total:	3	List Price/SqFt:	$1.07
Bathrooms Total:	2	Sold Price/SqFt:	$1.07
Bathrooms Full:	2	N or S of I-10:	N
Bathrooms Three Quarter:	0	N or S of CSX Railroad Track:	N
Bathrooms Half:	0	Subdivision:	Windsong
Year Built:	1997	Parcel Number:	0908d-01-181.000
Approx H/C SqFt:	1,212		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.11		
Lot Size Dimensions:	125x40x126x40		
County:	Harrison		

Legal Description: LOT 181 WINDSONG SUBD PH 5 SEC 2-7-11

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3380453 **904 Jefferson Drive, Gulfport, MS 39507**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Melinda Hackenbruch	**LO:** EXIT Prestige Luxury Realty 18932		228-388-5888	
Selling Member:	Latrell Price	**SO:** EXIT Prestige Luxury Realty 18932	757-218-1089	228-388-5888	latrell@exitbiloxi.com



Rent/Lease Price:	**$1,300**	**Property Sub Type:**	Townhouse
Closing Price:	$1,300	**List Date:**	09/24/2021
Lease Term:	12 Months	**Closing Date:**	10/06/2021
Security Deposit:	$1,000	**List Price/SqFt:**	$1.02
Pets Allowed:	Yes	**Sold Price/SqFt:**	$1.02
Pet Deposit:	$300	**N or S of I-10:**	S
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Village of Jeffer.
Bathrooms Full:	2	**Parcel Number:**	1010h-01-001.029
Bathrooms Three Quarter:	0		
Bathrooms Half:	0		
Year Built:	2009		
Approx H/C SqFt:	1,280		
SqFt Source:	Owner		
Approx Lot Size Acres:	0		
County:	Harrison		

Legal Description: LOT 29 VILLAGE OF JEFFERSON TOWNHOUSES PHASE III

3377578 **12004 Harmony Circle, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,300**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,300	**List Date:**	07/12/2021
Lease Term:	12 Months	**Closing Date:**	07/29/2021
Security Deposit:	$1,300	**List Price/SqFt:**	$1
Pets Allowed:	No	**Sold Price/SqFt:**	$1
Bedrooms Total:	3	**N or S of I-10:**	N
Bathrooms Total:	2	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	Harmony
Year Built:	2006	**Parcel Number:**	0808h-02-088.004
Approx H/C SqFt:	1,298		
SqFt Source:	Estimated		
County:	Harrison		

Legal Description: LOT 4 HARMONY SUBD SEC 3-7-11

4010439 **117 Brentwood Boulevard, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Michelle Patterson B23681	**LO:** CENTURY 21 J. Carter & Company 21151	540-229-4968	228-731-3881	michellepatterson.re@gmail.com
S...ing Member:	Michelle Patterson	**SO:** CENTURY 21 J. Carter & Company 21151	540-229-4968	228-731-3881	michellepatterson.re@gmail.com



Rent/Lease Price:	**$1,300**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,300	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	03/01/2022
Security Deposit:	$1,500	**Closing Date:**	04/01/2022
Bedrooms Total:	3	**List Price/SqFt:**	$0.99
Bathrooms Total:	2	**Sold Price/SqFt:**	$0.99
Bathrooms Full:	1	**N or S of I-10:**	S
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	1	**Subdivision:**	Brentwood
Year Built:	1973	**Parcel Number:**	1009m-02-028.000
Approx H/C SqFt:	1,317		
SqFt Source:	Assessor		
Approx Lot Size Acres:	0.21		
Lot Size Dimensions:	71X127X70X127		
County:	Harrison		

Legal Description: LOT 2 BLK 2 REPLAT OF BRENTWOOD SUBD

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4017212 — 2504 Middlecoff Drive, Gulfport, MS 39507
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	John C Mozingo III B23856	LO: Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com
Selling Member:	John C Mozingo III	SO: Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com



Rent/Lease Price:	**$1,300**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,300	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	05/11/2022
Security Deposit:	$1,300	**Closing Date:**	05/16/2022
Bedrooms Total:	3	**List Price/SqFt:**	$0.96
Bathrooms Total:	2	**Sold Price/SqFt:**	$0.96
Bathrooms Full:	1	**N or S of I-10:**	S
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	1	**Subdivision:**	College Park
Year Built:	0	**Parcel Number:**	1010j-01-061.000
Approx H/C SqFt:	1,350		
SqFt Source:	Owner		
Approx Lot Size Acres:	0		
Lot Size Dimensions:	00		
County:	Harrison		

Legal Description: LIFE ESTATE -1473/135- LOT 11 BLK 18 COLLEGE PARK

3376164 — 930 Jefferson Drive, Gulfport, MS 39507
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Melinda Hackenbruch	LO: EXIT Prestige Luxury Realty 18932		228-388-5888	
Selling Member:	Melinda Hackenbruch	SO: EXIT Prestige Luxury Realty 18932		228-388-5888	



Rent/Lease Price:	**$1,300**	**Property Sub Type:**	Townhouse
Closing Price:	$1,300	**List Date:**	06/09/2021
Lease Term:	12 Months	**Closing Date:**	06/11/2021
Security Deposit:	$1,000	**List Price/SqFt:**	$0.8
Pets Allowed:	Yes	**Sold Price/SqFt:**	$0.8
Pet Deposit:	$300	**N or S of I-10:**	S
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	3	**Subdivision:**	Village of Jeffer.
Bathrooms Full:	2	**Parcel Number:**	1010h-01-001.016
Bathrooms Half:	1		
Year Built:	2009		
Approx H/C SqFt:	1,613		
SqFt Source:	Public Records		
County:	Harrison		

Legal Description: LOT 16 VILLAGE OF JEFFERSON TOWNHOUSES PHASE III

3379631 — 14189 Pecan Court, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Eddie D Sumrell	SO: Stewart & Stewart Associates 23705	228-341-0907	228-209-6651	kokhnd@gmail.com



Rent/Lease Price:	**$1,325**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,325	**List Date:**	09/01/2021
Lease Term:	12 Months	**Closing Date:**	11/29/2021
Security Deposit:	$1,450	**List Price/SqFt:**	$1.09
Pets Allowed:	Yes	**Sold Price/SqFt:**	$1.09
Pet Deposit:	$250	**N or S of I-10:**	N
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Country Hills
Bathrooms Full:	2	**Parcel Number:**	0807p-01-044.061
Bathrooms Three Quarter:	0		
Bathrooms Half:	0		
Year Built:	2001		
Approx H/C SqFt:	1,214		
SqFt Source:	Estimated		
Approx Lot Size Acres:	0.13		
County:	Harrison		

Legal Description: LOT 61 COUNTRY HILLS SUBD SEC 34-6-11

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4013628 **13181 Warren Drive, Gulfport, MS 39503 Dr**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,350**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,350	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	04/05/2022
Security Deposit:	$1,350	**Closing Date:**	04/06/2022
Bedrooms Total:	3	**List Price/SqFt:**	$1.14
Bathrooms Total:	2	**Sold Price/SqFt:**	$1.14
Bathrooms Full:	2	**N or S of I-10:**	N
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	0	**Subdivision:**	Forest North
Year Built:	2000	**Parcel Number:**	0908n-05-001.151
Approx H/C SqFt:	1,188		
SqFt Source:	Public Records		
County:	Harrison		
Legal Description:	LOT 167 FOREST NORTH SUBD PH 3 SEC 11-7-11		

3378149 **84 Woodforest Drive, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,350**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,350	**List Date:**	07/26/2021
Lease Term:	12 Months	**Closing Date:**	07/28/2021
Security Deposit:	$1,350	**List Price/SqFt:**	$1.08
Pets Allowed:	Yes	**Sold Price/SqFt:**	$1.08
Pet Deposit:	$250	**N or S of I-10:**	N
Bedrooms Total:	4	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Wingate
Bathrooms Full:	2	**Parcel Number:**	0908l-01-043.000
Year Built:	1976		
Approx H/C SqFt:	1,245		
SqFt Source:	Public Records		
County:	Harrison		
Legal Description:	LOT 84 WINGATE SUBD		

3376851 **12374-R Windward Drive, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
S...ng Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,350**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,350	**List Date:**	06/25/2021
Lease Term:	12 Months	**Closing Date:**	07/01/2021
Security Deposit:	$1,350	**List Price/SqFt:**	$1.03
Pets Allowed:	Yes	**Sold Price/SqFt:**	$1.03
Pet Deposit:	$250	**N or S of I-10:**	N
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Windsong
Bathrooms Full:	2	**Parcel Number:**	0908d-01-140.000
Year Built:	1993		
Approx H/C SqFt:	1,300		
SqFt Source:	Owner		
County:	Harrison		

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4015029 — **11964 Five Oaks Drive, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Yasmin Q Mohiuddin S42491	**LO:** Keller Williams 15472	228-234-5544	228-275-7500	villa-properties@hotmail.com
Selling Member:	Yasmin Q Mohiuddin	**SO:** Keller Williams 15472	228-234-5544	228-275-7500	villa-properties@hotmail.com



Rent/Lease Price:	**$1,350**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,350	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	04/18/2022
Security Deposit:	$1,350	**Closing Date:**	04/27/2022
Pets Allowed:	Yes	**List Price/SqFt:**	$1.02
Pet Deposit:	$300	**Sold Price/SqFt:**	$1.02
Bedrooms Total:	3	**N or S of I-10:**	N
Bathrooms Total:	2	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	Five Oaks
Bathrooms Three Quarter:	0	**Parcel Number:**	0708g-01-001.084
Bathrooms Half:	0		
Year Built:	1998		
Approx H/C SqFt:	1,325		
SqFt Source:	Public Records		
County:	Harrison		

Legal Description: LOT 3 BLK 6 FIVE OAKS SUBD PH 2 & REPLAT OF LOTS 8 & 9 BLK 5 PH 1 SEC 5-7-11

3376598 — **11506 Harris Drive, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,350**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,350	**List Date:**	06/18/2021
Lease Term:	12 Months	**Closing Date:**	07/06/2021
Security Deposit:	$1,350	**List Price/SqFt:**	$0.82
Pets Allowed:	No	**Sold Price/SqFt:**	$0.82
Bedrooms Total:	4	**N or S of I-10:**	N
Bathrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	Bel-Aire
Bathrooms Half:	1	**Parcel Number:**	0808k-03-045.000
Year Built:	1968		
Approx H/C SqFt:	1,646		
SqFt Source:	Public Records		
County:	Harrison		

Legal Description: LOT 31 BLK 2 BEL-AIRE SUBD 4TH ADD SEC A

3378796 — **12350 White Oak Court, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Nancy Carpentier B5956	**LO:** A & W Associates	228-617-2332	228-875-7793	nancycarpentier@bellsouth.net
Selling Member:	Michele L Young	**SO:** A & W Associates	228-217-2741	228-875-7793	micheleyoung58@icloud.com



Rent/Lease Price:	**$1,395**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,395	**List Date:**	08/10/2021
Lease Term:	12 Months	**Closing Date:**	08/17/2021
Security Deposit:	$1,395	**List Price/SqFt:**	$0.88
Pets Allowed:	Yes	**Sold Price/SqFt:**	$0.88
Pet Deposit:	$200	**N or S of I-10:**	N
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Mays Place Estates
Bathrooms Full:	2	**Parcel Number:**	0808a-01-009.040
Year Built:	2007		
Approx H/C SqFt:	1,580		
SqFt Source:	Estimated		
Lot Size Dimensions:	33.0 X 133.0 X 173.0 X 112.0		
County:	Harrison		

Legal Description: LOT 40 THE WHITE OAKS AT MAYS PLACE ESTATES SEC 3-7-11

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4014184 — 2506 Demaret Drive, Gulfport, MS 39507
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Latrell Price S55662	LO: EXIT Prestige Luxury Realty 18932	757-218-1089	228-388-5888	latrell@exitbiloxi.com
Co-listing Member:	Julia C Harrington	CLO: EXIT Prestige Luxury Realty	904-316-1457	228-388-5888	julia@exitbiloxi.com
Selling Member:	Latrell Price	SO: EXIT Prestige Luxury Realty 18932	757-218-1089	228-388-5888	latrell@exitbiloxi.com
Co-selling Member:	Julia C Harrington	CSO: EXIT Prestige Luxury Realty	904-316-1457	228-388-5888	julia@exitbiloxi.com



Rent/Lease Price:	**$1,400**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,400	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months; Military Partnership	**List Date:**	04/09/2022
Security Deposit:	$1,400	**Closing Date:**	04/13/2022
Pets Allowed:	Yes	**List Price/SqFt:**	$1.17
Pet Deposit:	$350	**Sold Price/SqFt:**	$1.17
Bedrooms Total:	3	**N or S of I-10:**	S
Bathrooms Total:	1	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	1	**Subdivision:**	College Park
Bathrooms Three Quarter:	0	**Parcel Number:**	1010j-01-028.000
Bathrooms Half:	0		
Year Built:	1964		
Approx H/C SqFt:	1,200		
SqFt Source:	Other		
County:	Harrison		

Directions to Property: East Pass Rd. traveling west take a left on Ford St. then left on Demaret Dr., Property will be on left hand side.
Legal Description: LOT 31 BLK 18 COLLEGE PARK

3377281 — 11177 Hendry Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Eunice W Ooi B23202	LO: Homefront Property Management,LLP 23217	228-313-9292	228-313-9292	eunice.nexthome@gmail.com
Selling Member:	Eunice W Ooi	SO: Homefront Property Management,LLP 23217	228-313-9292	228-313-9292	eunice.nexthome@gmail.com



Rent/Lease Price:	**$1,400**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,400	**List Date:**	07/06/2021
Lease Term:	12 Months	**Closing Date:**	07/15/2021
Security Deposit:	$1,400	**List Price/SqFt:**	$0.93
Pets Allowed:	Yes	**Sold Price/SqFt:**	$0.93
Pet Deposit:	$250	**N or S of I-10:**	N
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Williamsburg
Bathrooms Full:	2	**Parcel Number:**	0808o-02-125.051
Year Built:	1998		
Approx H/C SqFt:	1,491		
SqFt Source:	Estimated		
County:	Harrison		

Directions to Property: From I-10, take exit 34B towards Hattiesburg onto Hwy 49. Turn East (right) at third traffic lights, onto Dedeaux Road. Make a South (Right) turn onto Hendry Dr in about 1 mile. House on Right.
Legal Description: LOT 53 WILLIAMSBURG SUBD SEC 10-7-11

4014168 — 930 Jefferson Drive, Gulfport, MS 39507
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
[illegible]g Member:	Latrell Price S55662	LO: EXIT Prestige Luxury Realty 18932	757-218-1089	228-388-5888	latrell@exitbiloxi.com
[illegible]ting Member:	Julia C Harrington	CLO: EXIT Prestige Luxury Realty	904-316-1457	228-388-5888	julia@exitbiloxi.com
Selling Member:	Latrell Price	SO: EXIT Prestige Luxury Realty 18932	757-218-1089	228-388-5888	latrell@exitbiloxi.com
Co-selling Member:	Julia C Harrington	CSO: EXIT Prestige Luxury Realty	904-316-1457	228-388-5888	julia@exitbiloxi.com



Rent/Lease Price:	**$1,400**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,400	**Property Sub Type:**	Condominium
Lease Term:	12 Months; Military Partnership	**List Date:**	04/09/2022
Security Deposit:	$1,400	**Closing Date:**	04/14/2022
Pets Allowed:	Yes	**List Price/SqFt:**	$0.87
Pet Deposit:	$300	**Sold Price/SqFt:**	$0.87
Bedrooms Total:	3	**N or S of I-10:**	S
Bathrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	Village of Jeffer.
Bathrooms Three Quarter:	0	**Parcel Number:**	1010h-01-001.016
Bathrooms Half:	1		
Year Built:	2009		
Approx H/C SqFt:	1,613		
SqFt Source:	Other		
County:	Harrison		

Legal Description: LOT 16 VILLAGE OF JEFFERSON TOWNHOUSES PHASE III

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3374921 **12661 John Ross Road, Gulfport, MS 39503 B**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Melinda Hackenbruch	**LO:** EXIT Prestige Luxury Realty 18932		228-388-5888	
Selling Member:	Melinda Hackenbruch	**SO:** EXIT Prestige Luxury Realty 18932		228-388-5888	



Rent/Lease Price: $1,450
Closing Price: $1,400
Lease Term: 12 Months
Security Deposit: $1,000
Pets Allowed: Yes
Pet Deposit: $300
Bedrooms Total: 3
Bathrooms Total: 3
Bathrooms Full: 3
Year Built: 1967
Approx H/C SqFt: 2,321
SqFt Source: Public Records
County: Harrison
Legal Description: BEG ON W LINE OF JOHN ROSS OR ONEAL RD WHICH POINT IS 128 FT S OF N LINE OF NE 1/4 OF SW 1/4 OF NE 1/4 FOR BEG W 223 FT

Property Sub Type: Single Family Residence
List Date: 05/08/2021
Closing Date: 06/01/2021
List Price/SqFt: $0.62
Sold Price/SqFt: $0.6
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Metes And Bounds
Parcel Number: 0908a-02-003.000

3375865 **13038 Turtle Creek Parkway, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Christopher A King	**SO:** Busch Realty Group, LLC 20950		228-324-1715	



Rent/Lease Price: $1,425
Closing Price: $1,425
Lease Term: 12 Months
Security Deposit: $1,425
Pets Allowed: No
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 2
Year Built: 2012
Approx H/C SqFt: 1,386
SqFt Source: Estimated
County: Harrison
Legal Description: LOT 191 TURTLE CREEK SUBD SEC 35-6-11

Property Sub Type: Single Family Residence
List Date: 06/02/2021
Closing Date: 06/11/2021
List Price/SqFt: $1.02
Sold Price/SqFt: $1.02
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Turtle Creek
Parcel Number: 0907n-01-001.066

4005518 **15066 Remington Drive, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price: $1,425
Closing Price: $1,425
Lease Term: 12 Months
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 1
Bathrooms Three Quarter: 0
Bathrooms Half: 1
Year Built: 1998
Approx H/C SqFt: 1,450
SqFt Source: Owner
Approx Lot Size Acres: 0.21
Lot Size Dimensions: 0x0
County: Harrison
Legal Description: LOT 89 HUNTINGTON SUBD,THE PH 1 SEC 34-6-11

Listing Agreement: Exclusive Right To Lease
Property Sub Type: Single Family Residence
List Date: 12/27/2021
Closing Date: 01/12/2022
List Price/SqFt: $0.98
Sold Price/SqFt: $0.98
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Huntington
Parcel Number: 0807i-01-001.050

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3375926 **15386 Pinewood Court, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price: $1,425
Closing Price: $1,425
Lease Term: 12 Months
Security Deposit: $1,200
Pets Allowed: No
Pet Deposit: $0
Bedrooms Total: 4
Bathrooms Total: 2
Bathrooms Full: 2
Year Built: 1972
Approx H/C SqFt: 1,609
SqFt Source: Estimated
County: Harrison
Legal Description: 2019-7690 WILLIAM P SCHROEDER TRUST NO TRUSTEE GIVEN LOT 18 BLK 12 NORTHWOOD HILLS SUBD

Property Sub Type: Single Family Residence
List Date: 06/03/2021
Closing Date: 06/28/2021
List Price/SqFt: $0.88
Sold Price/SqFt: $0.88
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Northwood Hills
Parcel Number: 0808d-03-075.000

3378762 **18511 Devin Court, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price: $1,450
Closing Price: $1,450
Lease Term: 12 Months
Security Deposit: $1,450
Pets Allowed: No
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 2
Year Built: 2010
Approx H/C SqFt: 1,216
SqFt Source: Public Records
County: Harrison
Legal Description: LOT 25 OWEN PLACE SUBD SEC 1-7-12

Property Sub Type: Single Family Residence
List Date: 08/10/2021
Closing Date: 08/20/2021
List Price/SqFt: $1.19
Sold Price/SqFt: $1.19
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Owen Place
Parcel Number: 0608a-01-020.025

3375040 **13373 Willow Oak Circle, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price: $1,450
Closing Price: $1,450
Lease Term: 12 Months
Security Deposit: $1,450
Pets Allowed: No
Pet Deposit: $0
Bedrooms Total: 3
Bathrooms Total: 2
Bathrooms Full: 2
Year Built: 2019
Approx H/C SqFt: 1,312
SqFt Source: Estimated
County: Harrison
Legal Description: LOT 66 TURTLE CREEK SUBD SEC 35-6-11

Property Sub Type: Single Family Residence
List Date: 05/12/2021
Closing Date: 05/25/2021
List Price/SqFt: $1.1
Sold Price/SqFt: $1.1
N or S of I-10: N
N or S of CSX Railroad Track: N
Subdivision: Turtle Creek
Parcel Number: 0907k-01-006.050

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3380163 — 11574 Oaklane Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,450	Property Sub Type:	Single Family Residence
Closing Price:	$1,450	List Date:	09/17/2021
Lease Term:	12 Months	Closing Date:	10/21/2021
Security Deposit:	$1,450	List Price/SqFt:	$0.98
Pets Allowed:	Yes	Sold Price/SqFt:	$0.98
Pet Deposit:	$250	N or S of I-10:	N
Bedrooms Total:	3	N or S of CSX Railroad Track:	N
Bathrooms Total:	3	Subdivision:	Oaklane Estates
Bathrooms Full:	2	Parcel Number:	0708j-02-002.016
Bathrooms Three Quarter:	0		
Bathrooms Half:	1		
Year Built:	2008		
Approx H/C SqFt:	1,477		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.38		
County:	Harrison		

Legal Description: LOT 12 OAKLANE ESTATES SUBD SEC 8-7-11

4001232 — 307 45th Street, Gulfport, MS 39507
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	John C Mozingo III B23856	LO: Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com
Selling Member:	John C Mozingo III	SO: Mozingo Real Estate And Auction, Inc.	228-697-5680	228-896-3400	jmozingo3@gmail.com



Rent/Lease Price:	$1,450	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,450	Property Sub Type:	Patio Home
Lease Term:	See Remarks	List Date:	10/25/2021
Security Deposit:	$1,475	Closing Date:	11/24/2021
Bedrooms Total:	4	List Price/SqFt:	$0.97
Bathrooms Total:	2	Sold Price/SqFt:	$0.97
Bathrooms Full:	2	N or S of I-10:	S
Bathrooms Three Quarter:	0	N or S of CSX Railroad Track:	N
Bathrooms Half:	0	Subdivision:	Bayou View
Year Built:	0	Parcel Number:	0910f-06-014.000
Approx H/C SqFt:	1,500		
SqFt Source:	Owner		
Approx Lot Size Acres:	0		
Lot Size Dimensions:	000		
County:	Harrison		

Legal Description: LOT 4 BLK 57 GULFPORT BAYOU VIEW SUBD

4006125 — 15125 Clemson Avenue, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Gianna Giambelluca	SO: RE/MAX Results In Real Estate, Inc. 14912	228-324-3743	228-388-4360	giannag@remax.net



Rent/Lease Price:	$1,475	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,475	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	01/06/2022
Security Deposit:	$1,475	Closing Date:	01/17/2022
Pets Allowed:	Yes	List Price/SqFt:	$1.18
Pet Deposit:	$250	Sold Price/SqFt:	$1.18
Bedrooms Total:	3	N or S of I-10:	N
Bathrooms Total:	2	N or S of CSX Railroad Track:	N
Bathrooms Full:	2	Subdivision:	Belvedere Place
Bathrooms Three Quarter:	0	Parcel Number:	0706-20-039.020
Bathrooms Half:	0		
Year Built:	2009		
Approx H/C SqFt:	1,252		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.14		
Lot Size Dimensions:	0x0x0x0		
County:	Harrison		

Legal Description: LOT 20 BELVEDERE PLACE PART 1A SEC 20-6-11

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4002756 — **19441 W Lake Village Drive, Gulfport, MS 39503**
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,475**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,475	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months; Negotiable	**List Date:**	11/10/2021
Security Deposit:	$1,475	**Closing Date:**	02/03/2022
Bedrooms Total:	3	**List Price/SqFt:**	$1.09
Bathrooms Total:	2	**Sold Price/SqFt:**	$1.09
Bathrooms Full:	2	**N or S of I-10:**	N
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	0	**Subdivision:**	Northridge
Year Built:	2000	**Parcel Number:**	0608d-01-078.111
Approx H/C SqFt:	1,350		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.12		
Lot Size Dimensions:	5,106		
County:	Harrison		

Legal Description: LOT 62 NORTHRIDGE SUBD PH 2 SEC 2-7-12

4014559 — **2302 Robert Drive, Gulfport, MS 39503**
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,500**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,500	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	04/14/2022
Security Deposit:	$1,500	**Closing Date:**	04/19/2022
Bedrooms Total:	4	**List Price/SqFt:**	$1.24
Bathrooms Total:	2	**Sold Price/SqFt:**	$1.24
Bathrooms Full:	2	**N or S of I-10:**	N
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	0	**Subdivision:**	Loren D Estates
Year Built:	1976	**Parcel Number:**	0908n-04-071.000
Approx H/C SqFt:	1,209		
SqFt Source:	Public Records		
County:	Harrison		

Legal Description: LOTS 5 & 6 LOREN D ESTATES

3380503 — **14029 Dunnbarton Drive, Gulfport, MS 39503**
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Melinda Hackenbruch	LO: EXIT Prestige Luxury Realty 18932		228-388-5888	
Selling Member:	Latrell Price	SO: EXIT Prestige Luxury Realty 18932	757-218-1089	228-388-5888	latrell@exitbiloxi.com



Rent/Lease Price:	**$1,500**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,500	**List Date:**	09/27/2021
Lease Term:	12 Months	**Closing Date:**	10/06/2021
Security Deposit:	$1,500	**List Price/SqFt:**	$1.16
Pets Allowed:	Yes	**Sold Price/SqFt:**	$1.16
Pet Deposit:	$300	**N or S of I-10:**	N
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Westwood Hills
Bathrooms Full:	2	**Parcel Number:**	0707g-02-009.050
Bathrooms Three Quarter:	0		
Bathrooms Half:	0		
Year Built:	2002		
Approx H/C SqFt:	1,298		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0		
County:	Harrison		

Legal Description: LOT 71 WESTWOOD HILLS SUBD SEC 3 SEC 29-6-11

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3379502 — **31 Pembrook Circle, Gulfport, MS 32503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Melinda Hackenbruch	**LO:** EXIT Prestige Luxury Realty 18932		228-388-5888	
Selling Member:	Melinda Hackenbruch	**SO:** EXIT Prestige Luxury Realty 18932		228-388-5888	



Rent/Lease Price:	**$1,500**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,500	**List Date:**	08/26/2021
Lease Term:	12 Months	**Closing Date:**	09/11/2021
Security Deposit:	$1,500	**List Price/SqFt:**	$1.14
Pets Allowed:	No	**Sold Price/SqFt:**	$1.14
Bedrooms Total:	3	**N or S of I-10:**	S
Bathrooms Total:	2	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	Brentwood
Year Built:	1974	**Parcel Number:**	1009m-01-033.000
Approx H/C SqFt:	1,310		
SqFt Source:	Public Records		
County:	Harrison		

4004660 — **535 N Forest Drive, Gulfport, MS 39507**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Latrell Price S55662	**LO:** EXIT Prestige Luxury Realty 18932	757-218-1089	228-388-5888	latrell@exitbiloxi.com
Selling Member:	Latrell Price	**SO:** EXIT Prestige Luxury Realty 18932	757-218-1089	228-388-5888	latrell@exitbiloxi.com



Rent/Lease Price:	**$1,500**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,500	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	12/10/2021
Bedrooms Total:	3	**Closing Date:**	12/30/2021
Bathrooms Total:	2	**List Price/SqFt:**	$1.08
Bathrooms Full:	2	**Sold Price/SqFt:**	$1.08
Bathrooms Three Quarter:	0	**N or S of I-10:**	S
Bathrooms Half:	0	**N or S of CSX Railroad Track:**	N
Year Built:	2001	**Subdivision:**	Sherwood Estates
Approx H/C SqFt:	1,394	**Parcel Number:**	1010m-01-011.000
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.35		
County:	Harrison		
Legal Description:	LOT 13 SHERWOOD ESTATES SUBD SEC 31-7-10		

4003558 — **12655 Cody Drive, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,500**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,500	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	11/24/2021
Bedrooms Total:	3	**Closing Date:**	12/01/2021
Bathrooms Total:	3	**List Price/SqFt:**	$0.77
Bathrooms Full:	2	**Sold Price/SqFt:**	$0.77
Bathrooms Three Quarter:	0	**N or S of I-10:**	N
Bathrooms Half:	1	**N or S of CSX Railroad Track:**	N
Year Built:	2005	**Subdivision:**	Northridge
Approx H/C SqFt:	1,940	**Parcel Number:**	0608d-01-078.094
SqFt Source:	Estimated		
Approx Lot Size Acres:	0		
Lot Size Dimensions:	0.09		
County:	Harrison		
Legal Description:	LOT 39 NORTHRIDGE SUBD PH 2 SEC 2-7-12		

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4007086 — 16222 Saddle Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,525	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,525	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	01/19/2022
Security Deposit:	$1,525	Closing Date:	02/07/2022
Bedrooms Total:	3	List Price/SqFt:	$0.91
Bathrooms Total:	2	Sold Price/SqFt:	$0.91
Bathrooms Full:	2	N or S of I-10:	N
Bathrooms Three Quarter:	0	N or S of CSX Railroad Track:	N
Bathrooms Half:	0	Subdivision:	Landon Place
Year Built:	2002	Parcel Number:	0709a-01-019.081
Approx H/C SqFt:	1,680		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.16		
Lot Size Dimensions:	0x0		
County:	Harrison		

Legal Description: LOT 81 LANDON PLACE SUBD SEC 17-7-11

4000691 — 13288 Tortoise Trail, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,550	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,550	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	10/15/2021
Bedrooms Total:	3	Closing Date:	11/01/2021
Bathrooms Total:	2	List Price/SqFt:	$1.12
Bathrooms Full:	2	Sold Price/SqFt:	$1.12
Bathrooms Three Quarter:	0	N or S of I-10:	N
Bathrooms Half:	0	N or S of CSX Railroad Track:	N
Year Built:	2019	Subdivision:	Turtle Creek
Approx H/C SqFt:	1,387	Parcel Number:	0907k-01-006.079
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.18		
Lot Size Dimensions:	60x130x60x130		
County:	Harrison		

Legal Description: LOT 95 TURTLE CREEK SUBD SEC 35-6-11

4000948 — 18123 Cypress Pass, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shyra L Galloway	SO: EXIT Monarch Realty 22552	228-346-1993	601-944-4240	shyra@exitmonarchrealty.com



Rent/Lease Price:	$1,550	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,550	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	10/20/2021
Bedrooms Total:	3	Closing Date:	10/29/2021
Bathrooms Total:	2	List Price/SqFt:	$0.97
Bathrooms Full:	2	Sold Price/SqFt:	$0.97
Bathrooms Three Quarter:	0	N or S of I-10:	N
Bathrooms Half:	0	N or S of CSX Railroad Track:	N
Year Built:	2004	Subdivision:	Cypress Pointe
Approx H/C SqFt:	1,600	Parcel Number:	0608i-01-001.197
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.16		
Lot Size Dimensions:	0x0		
County:	Harrison		

Legal Description: LOT 126 CYPRESS POINTE SUBD PH 4 SEC 12-7-12

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3376268 **16222 Saddle Drive, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,550**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,550	**List Date:**	06/11/2021
Lease Term:	12 Months	**Closing Date:**	06/17/2021
Security Deposit:	$1,550	**List Price/SqFt:**	$0.92
Pets Allowed:	Yes	**Sold Price/SqFt:**	$0.92
Pet Deposit:	$250	**N or S of I-10:**	N
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Landon Place
Bathrooms Full:	2	**Parcel Number:**	0709a-01-019.081
Year Built:	2002		
Approx H/C SqFt:	1,681		
SqFt Source:	Estimated		
County:	Harrison		

Legal Description: LOT 81 LANDON PLACE SUBD SEC 17-7-11

3380035 **12200 Ollie Road, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,575**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,575	**List Date:**	09/14/2021
Lease Term:	12 Months	**Closing Date:**	10/21/2021
Security Deposit:	$1,650	**List Price/SqFt:**	$0.86
Pets Allowed:	No	**Sold Price/SqFt:**	$0.86
Bedrooms Total:	3	**N or S of I-10:**	N
Bathrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	Retreat Village
Bathrooms Three Quarter:	0	**Parcel Number:**	1008g-02-127.000
Bathrooms Half:	1		
Year Built:	2002		
Approx H/C SqFt:	1,841		
SqFt Source:	Owner		
Approx Lot Size Acres:	0.16		
County:	Harrison		

Legal Description: LOT 1 RETREAT VILLAGE SUBD UNIT 2 IN SW1/4 SEC 5-7-10

4011239 **16965 Acron Street, Gulfport, MS 39503**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Glen H Reed B7821	**LO:** Glen Reed Real Estate	228-263-0630	228-263-0630	grrems@yahoo.com
Selling Member:	Glen H Reed	**SO:** Glen Reed Real Estate	228-263-0630	228-263-0630	grrems@yahoo.com



Rent/Lease Price:	**$1,595**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,595	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	03/10/2022
Bedrooms Total:	3	**Closing Date:**	03/11/2022
Bathrooms Total:	2	**List Price/SqFt:**	$0.93
Bathrooms Full:	2	**Sold Price/SqFt:**	$0.93
Bathrooms Three Quarter:	0	**N or S of I-10:**	N
Bathrooms Half:	0	**N or S of CSX Railroad Track:**	N
Year Built:	2010	**Subdivision:**	Belvedere Place
Approx H/C SqFt:	1,713	**Parcel Number:**	0706-20-039.055
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.2		
Lot Size Dimensions:	70x122x69x123		
County:	Harrison		

Legal Description: LOT 55 BELVEDERE PLACE PART 1B SEC 20-6-11

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4009470 — **11632 Caroline Court, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,600**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,600	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	02/17/2022
Security Deposit:	$1,600	**Closing Date:**	02/25/2022
Bedrooms Total:	3	**List Price/SqFt:**	$1.12
Bathrooms Total:	2	**Sold Price/SqFt:**	$1.12
Bathrooms Full:	2	**N or S of I-10:**	N
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	0	**Subdivision:**	Piper Wood
Year Built:	2018	**Parcel Number:**	0708e-01-031.015
Approx H/C SqFt:	1,424		
SqFt Source:	Public Records		
Approx Lot Size Acres:	1.1		
Lot Size Dimensions:	37X105X346X108X376X149		
County:	Harrison		

Legal Description: 1.1 AC(C) LOT 35 PIPER WOODS SUBD SEC 6-7-11

3376263 — **13092 Turtle Creek Parkway, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,600**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,600	**List Date:**	06/11/2021
Lease Term:	12 Months	**Closing Date:**	06/17/2021
Security Deposit:	$1,600	**List Price/SqFt:**	$0.95
Pets Allowed:	Yes	**Sold Price/SqFt:**	$0.95
Pet Deposit:	$250	**N or S of I-10:**	N
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	3	**Subdivision:**	Turtle Creek
Bathrooms Full:	2	**Parcel Number:**	0907n-01-001.075
Bathrooms Half:	1		
Year Built:	2019		
Approx H/C SqFt:	1,679		
SqFt Source:	Estimated		
County:	Harrison		

Legal Description: LOT 200 TURTLE CREEK SUBD SEC 35-6-11

4000685 — **13145 Turtle Creek Parkway, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,600**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,600	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	10/15/2021
Security Deposit:	$1,600	**Closing Date:**	11/04/2021
Bedrooms Total:	3	**List Price/SqFt:**	$0.95
Bathrooms Total:	2	**Sold Price/SqFt:**	$0.95
Bathrooms Full:	2	**N or S of I-10:**	N
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	0	**Subdivision:**	Turtle Creek
Year Built:	2018	**Parcel Number:**	0907n-01-001.035
Approx H/C SqFt:	1,679		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.16		
Lot Size Dimensions:	0x0		
County:	Harrison		

Legal Description: LOT 161 TURTLE CREEK SUBD SEC 35-6-11

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4005126 — **18450 Devin Court, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,600**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,600	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	12/16/2021
Bedrooms Total:	4	**Closing Date:**	12/27/2021
Bathrooms Total:	2	**List Price/SqFt:**	$0.9
Bathrooms Full:	2	**Sold Price/SqFt:**	$0.9
Bathrooms Three Quarter:	0	**N or S of I-10:**	N
Bathrooms Half:	0	**N or S of CSX Railroad Track:**	N
Year Built:	2015	**Subdivision:**	Owen Place
Approx H/C SqFt:	1,774	**Parcel Number:**	0608a-01-020.008
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.15		
Lot Size Dimensions:	0x0		
County:	Harrison		

Legal Description: LOT 8 OWEN PLACE SUBD SEC 1-7-12

3379644 — **18151 Cypress Pass, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,650**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,600	**List Date:**	09/02/2021
Lease Term:	12 Months	**Closing Date:**	11/01/2021
Security Deposit:	$1,650	**List Price/SqFt:**	$0.85
Pets Allowed:	No	**Sold Price/SqFt:**	$0.82
Pet Deposit:	$0	**N or S of I-10:**	N
Bedrooms Total:	4	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Cypress Pointe
Bathrooms Full:	2	**Parcel Number:**	0608i-01-001.193
Bathrooms Three Quarter:	0		
Bathrooms Half:	0		
Year Built:	2003		
Approx H/C SqFt:	1,948		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.21		
County:	Harrison		

Legal Description: LOT 130 CYPRESS POINTE SUBD PH 4 SEC 12-7-12

3375118 — **11930 Summerhaven Circle, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,600**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,600	**List Date:**	05/14/2021
Lease Term:	12 Months	**Closing Date:**	05/19/2021
Security Deposit:	$1,600	**List Price/SqFt:**	$0.72
Pets Allowed:	Yes	**Sold Price/SqFt:**	$0.72
Pet Deposit:	$250	**N or S of I-10:**	N
Bedrooms Total:	4	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Summerhaven
Bathrooms Full:	2	**Parcel Number:**	0608i-01-001.129
Year Built:	2008		
Approx H/C SqFt:	2,198		
SqFt Source:	Estimated		
County:	Harrison		

Legal Description: LOT 27 SUMMERHAVEN SUBD SEC 12-7-12

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4010531 — 14152 Anandale Circle, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,625	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,625	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	03/02/2022
Security Deposit:	$1,625	Closing Date:	03/29/2022
Bedrooms Total:	3	List Price/SqFt:	$1.06
Bathrooms Total:	2	Sold Price/SqFt:	$1.06
Bathrooms Full:	2	N or S of I-10:	N
Bathrooms Three Quarter:	0	N or S of CSX Railroad Track:	N
Bathrooms Half:	0	Subdivision:	Duckworth Pond
Year Built:	2011	Parcel Number:	0707h-02-002.045
Approx H/C SqFt:	1,537		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.1		
Lot Size Dimensions:	0x0x0x0		
County:	Harrison		

Legal Description: LOT 45 DUCKWORTH POND SEC 29-6-11

4011567 — 15152 Clemson Avenue, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,625	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,625	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	03/14/2022
Security Deposit:	$1,625	Closing Date:	03/15/2022
Pets Allowed:	Yes	List Price/SqFt:	$0.99
Pet Deposit:	$250	Sold Price/SqFt:	$0.99
Bedrooms Total:	3	N or S of I-10:	N
Bathrooms Total:	2	N or S of CSX Railroad Track:	N
Bathrooms Full:	2	Subdivision:	Belvedere Place
Bathrooms Three Quarter:	0	Parcel Number:	0706-20-039.094
Bathrooms Half:	0		
Year Built:	2009		
Approx H/C SqFt:	1,647		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.16		
Lot Size Dimensions:	0x0x0x0x0x0		
County:	Harrison		

Legal Description: LOT 94 BELVEDERE PLACE PART 1A SEC 20-6-11

4012842 — 15152 Clemson Avenue, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
l Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,625	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,625	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	03/28/2022
Security Deposit:	$1,625	Closing Date:	03/30/2022
Pets Allowed:	Yes	List Price/SqFt:	$0.99
Bedrooms Total:	3	Sold Price/SqFt:	$0.99
Bathrooms Total:	2	N or S of I-10:	N
Bathrooms Full:	2	N or S of CSX Railroad Track:	N
Bathrooms Three Quarter:	0	Subdivision:	Belvedere
Bathrooms Half:	0	Parcel Number:	0706-20-039.094
Year Built:	2009		
Approx H/C SqFt:	1,647		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.16		
Lot Size Dimensions:	0x0x0x0x0x0		
County:	Harrison		

Legal Description: LOT 94 BELVEDERE PLACE PART 1A SEC 20-6-11

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4006064 — 14177 Sanctuary Trail, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Clem Fields-Fantroy	SO: Latter & Blum, Inc. Gulfport 14988	228-341-6080	228-388-4430	clemfantroy@yahoo.com



Rent/Lease Price:	$1,650	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,650	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	01/04/2022
Security Deposit:	$1,650	Closing Date:	02/04/2022
Bedrooms Total:	4	List Price/SqFt:	$1.26
Bathrooms Total:	2	Sold Price/SqFt:	$1.26
Bathrooms Full:	2	N or S of I-10:	N
Bathrooms Three Quarter:	0	N or S of CSX Railroad Track:	N
Bathrooms Half:	0	Subdivision:	Sanctuary Trails
Year Built:	2021	Parcel Number:	0907g-01-001.067
Approx H/C SqFt:	1,313		
SqFt Source:	Owner		
Approx Lot Size Acres:	0		
Lot Size Dimensions:	0x0		
County:	Harrison		

Legal Description: Lot 100 Sanctuary Trails Subdivision Phase 1

4011292 — 13465 Huntington Circle, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Heather Barrere	SO: Southern Oaks Realty - BOF 23233	601-916-0672	228-207-6496	heatherbarrere@outlook.com



Rent/Lease Price:	$1,650	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,650	Property Sub Type:	Single Family Residence
Lease Term:	12 Months; Negotiable	List Date:	03/10/2022
Security Deposit:	$1,650	Closing Date:	03/18/2022
Bedrooms Total:	3	List Price/SqFt:	$1.07
Bathrooms Total:	3	Sold Price/SqFt:	$1.07
Bathrooms Full:	2	N or S of I-10:	N
Bathrooms Three Quarter:	0	N or S of CSX Railroad Track:	N
Bathrooms Half:	1	Subdivision:	Huntington
Year Built:	1998	Parcel Number:	0807i-01-001.012
Approx H/C SqFt:	1,543		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.23		
Lot Size Dimensions:	0x0x0x0x0x0		
County:	Harrison		

Legal Description: LOT 120 HUNTINGTON SUBD THE PH 1 SEC 34-6-11

4002744 — 13039 Turtle Creek Parkway, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,650	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,650	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	11/12/2021
Bedrooms Total:	3	Closing Date:	11/22/2021
Bathrooms Total:	2	List Price/SqFt:	$1.03
Bathrooms Full:	2	Sold Price/SqFt:	$1.03
Bathrooms Three Quarter:	0	N or S of I-10:	N
Bathrooms Half:	0	N or S of CSX Railroad Track:	N
Year Built:	2014	Subdivision:	Turtle Creek
Approx H/C SqFt:	1,605	Parcel Number:	0907n-01-001.053
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.17		
Lot Size Dimensions:	60X125		
County:	Harrison		

Legal Description: LOT 178 TURTLE CREEK SUBD SEC 35-6-11

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4001913 — **18069 Canal Jct Drive, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,650**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,650	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	11/02/2021
Bedrooms Total:	4	**Closing Date:**	11/09/2021
Bathrooms Total:	2	**List Price/SqFt:**	$1.03
Bathrooms Full:	2	**Sold Price/SqFt:**	$1.03
Bathrooms Three Quarter:	0	**N or S of I-10:**	N
Bathrooms Half:	0	**N or S of CSX Railroad Track:**	N
Year Built:	2011	**Subdivision:**	Canal Crossing
Approx H/C SqFt:	1,609	**Parcel Number:**	0608a-01-008.099
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.18		
Lot Size Dimensions:	0x0		
County:	Harrison		

Legal Description: LOT 9 CANAL CROSSING SUBD PH 2 SEC 1-5-12

3379542 — **18272 Cardinal Lane, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,650**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,650	**List Date:**	08/27/2021
Lease Term:	12 Months	**Closing Date:**	09/14/2021
Security Deposit:	$1,650	**List Price/SqFt:**	$0.99
Pets Allowed:	Yes	**Sold Price/SqFt:**	$0.99
Pet Deposit:	$250	**N or S of I-10:**	N
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Cardinal Pointe
Bathrooms Full:	2	**Parcel Number:**	0607g-01-131.000
Year Built:	2015		
Approx H/C SqFt:	1,666		
SqFt Source:	Public Records		
County:	Harrison		

Legal Description: LOT 8 CARDINAL POINTE SUBD PH 2 SEC 25-6-12

3374861 — **13747 Windwood Drive, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,650**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,650	**List Date:**	05/07/2021
Lease Term:	12 Months	**Closing Date:**	05/17/2021
Security Deposit:	$1,650	**List Price/SqFt:**	$0.86
Pets Allowed:	Yes	**Sold Price/SqFt:**	$0.86
Pet Deposit:	$250	**N or S of I-10:**	N
Bedrooms Total:	4	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	3	**Subdivision:**	Meadowbrook
Bathrooms Full:	2	**Parcel Number:**	0707n-01-012.061
Bathrooms Half:	1		
Year Built:	2013		
Approx H/C SqFt:	1,898		
SqFt Source:	Estimated		
County:	Harrison		

Legal Description: LOT 75 MEADOWBROOK SUBD PH 2 SEC 31-6-11

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4003057 — 16752 Creek Lane, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,675	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,675	Property Sub Type:	Single Family Residence
Lease Term:	12 Months; Negotiable	List Date:	11/17/2021
Security Deposit:	$1,675	Closing Date:	11/25/2021
Bedrooms Total:	3	List Price/SqFt:	$0.76
Bathrooms Total:	2	Sold Price/SqFt:	$0.76
Bathrooms Full:	2	N or S of I-10:	N
Bathrooms Three Quarter:	0	N or S of CSX Railroad Track:	N
Bathrooms Half:	0	Subdivision:	Magnolia Creek Est
Year Built:	2002	Parcel Number:	0708j-01-003.058
Approx H/C SqFt:	2,205		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.34		
County:	Harrison		

Legal Description: LOT 54 MAGNOLIA CREEK ESTATES SUBD PH 3 SEC 8-7-11

3378421 — 14053 Anandale Circle, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Eunice W Ooi B23202	LO: Homefront Property Management,LLP 23217	228-313-9292	228-313-9292	eunice.nexthome@gmail.com
Selling Member:	Eunice W Ooi	SO: Homefront Property Management,LLP 23217	228-313-9292	228-313-9292	eunice.nexthome@gmail.com



Rent/Lease Price:	$1,695	Property Sub Type:	Single Family Residence
Closing Price:	$1,695	List Date:	08/02/2021
Lease Term:	12 Months	Closing Date:	08/23/2021
Security Deposit:	$1,695	List Price/SqFt:	$1.08
Pets Allowed:	No	Sold Price/SqFt:	$1.08
Bedrooms Total:	3	N or S of I-10:	N
Bathrooms Total:	2	N or S of CSX Railroad Track:	N
Bathrooms Full:	2	Subdivision:	Duckworth Pond
Year Built:	2014	Parcel Number:	0707h-02-002.068
Approx H/C SqFt:	1,563		
SqFt Source:	Other		
Lot Size Dimensions:	50x105x50x105		
County:	Harrison		

Legal Description: LOT 68 DUCKWORTH POND SEC 29-6-11

3378333 — 9 Hartford Place, Gulfport, MS 39507
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,750	Property Sub Type:	Single Family Residence
Closing Price:	$1,750	List Date:	07/30/2021
Lease Term:	12 Months	Closing Date:	08/11/2021
Security Deposit:	$1,750	List Price/SqFt:	$1.47
Pets Allowed:	No	Sold Price/SqFt:	$1.47
Bedrooms Total:	3	N or S of I-10:	S
Bathrooms Total:	2	N or S of CSX Railroad Track:	N
Bathrooms Full:	2	Subdivision:	Great South Golf
Year Built:	1975	Parcel Number:	1010o-01-012.000
Approx H/C SqFt:	1,187		
SqFt Source:	Public Records		
County:	Harrison		

Legal Description: LOT 13 BLK 4 GREAT SOUTHERN GOLF ESTATES UNIT # 1 RE-PLAT

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4010552 — **14806-R Audubon Lake Boulevard, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,750**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,750	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	03/02/2022
Security Deposit:	$1,750	**Closing Date:**	03/11/2022
Pets Allowed:	Yes	**List Price/SqFt:**	$1.33
Bedrooms Total:	3	**Sold Price/SqFt:**	$1.33
Bathrooms Total:	2	**N or S of I-10:**	N
Bathrooms Full:	2	**N or S of CSX Railroad Track:**	N
Bathrooms Three Quarter:	0	**Subdivision:**	Audubon Lake
Bathrooms Half:	0	**Parcel Number:**	0607a-01-015.077
Year Built:	2020		
Approx H/C SqFt:	1,313		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.15		
Lot Size Dimensions:	0x0x0x0		
County:	Harrison		

Legal Description: LOT 147 AUDUBON LAKE SUB PH 2 SEC 25-6-12

3378337 — **2417 Collins Boulevard, Gulfport, MS 39507**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,750**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,750	**List Date:**	07/30/2021
Lease Term:	12 Months	**Closing Date:**	08/02/2021
Security Deposit:	$1,750	**List Price/SqFt:**	$1.14
Pets Allowed:	No	**Sold Price/SqFt:**	$1.14
Bedrooms Total:	3	**N or S of I-10:**	S
Bathrooms Total:	2	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	College Park
Year Built:	1970	**Parcel Number:**	1010o-01-008.000
Approx H/C SqFt:	1,526		
SqFt Source:	Estimated		
County:	Harrison		

Legal Description: LOT 17 BLK 4 GREAT SOUTHERN GOLF ESTATES UNIT # 1 RE-PLAT

4010543 — **13747 Windwood Drive, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
S[illegible]g Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,750**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,750	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	03/02/2022
Security Deposit:	$1,750	**Closing Date:**	03/14/2022
Bedrooms Total:	4	**List Price/SqFt:**	$0.92
Bathrooms Total:	3	**Sold Price/SqFt:**	$0.92
Bathrooms Full:	2	**N or S of I-10:**	N
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	1	**Subdivision:**	Meadowbrook
Year Built:	2013	**Parcel Number:**	0707n-01-012.061
Approx H/C SqFt:	1,898		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.3		
County:	Harrison		

Legal Description: LOT 75 MEADOWBROOK SUBD PH 2 SEC 31-6-11

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3378724 — **10199 Willow Leaf Drive, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Karen Peters B17527	**LO:** Billy Hewes Real Estate	228-323-4497	228-832-6262	petersk727@gmail.com
Selling Member:	Karen Peters	**SO:** Billy Hewes Real Estate	228-323-4497	228-832-6262	petersk727@gmail.com



Rent/Lease Price:	**$1,800**	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,800	**List Date:**	08/09/2021
Lease Term:	12 Months	**Closing Date:**	08/11/2021
Security Deposit:	$1,800	**List Price/SqFt:**	$1.09
Pets Allowed:	Yes	**Sold Price/SqFt:**	$1.09
Pet Deposit:	$500	**N or S of I-10:**	N
Bedrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	2	**Subdivision:**	Magnolia Springs
Bathrooms Full:	2	**Parcel Number:**	0609g-01-001.082
Year Built:	2020		
Approx H/C SqFt:	1,650		
SqFt Source:	Builder		
County:	Harrison		

Directions to Property: Highway 49, right on Landon Road, Cross over Canal Road, left on Hutter Lane
Legal Description: LOT 49 MAGNOLIA SPRINGS PH V PART I SEC 13-7-12

4006312 — **12125 Marlane Place, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Karen Peters B17527	**LO:** Billy Hewes Real Estate	228-323-4497	228-832-6262	petersk727@gmail.com
Selling Member:	Karen Peters	**SO:** Billy Hewes Real Estate	228-323-4497	228-832-6262	petersk727@gmail.com



Rent/Lease Price:	**$1,750**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,800	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	01/10/2022
Security Deposit:	$1,600	**Closing Date:**	01/12/2022
Pets Allowed:	Yes	**List Price/SqFt:**	$1.03
Pet Deposit:	$250	**Sold Price/SqFt:**	$1.06
Bedrooms Total:	4	**N or S of I-10:**	N
Bathrooms Total:	2	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	Northwood Hills
Bathrooms Three Quarter:	0	**Parcel Number:**	0808f-02-050.000
Bathrooms Half:	0		
Year Built:	1972		
Approx H/C SqFt:	1,700		
SqFt Source:	Owner		
Approx Lot Size Acres:	0		
Lot Size Dimensions:	0		
County:	Harrison		

Directions to Property: Turn Right on St. Charles Street off Hwy 49, go to stop sigh and turn left, turn right on Government Street then left on Marlane Place
Legal Description: LOT 59 NORTHWOOD HILLS EAST SUBD

4001090 — **12567 Crestwood Drive, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Liz V Corkren S30322	**LO:** eAgent Solutions 23283	228-547-2890	228-364-1611	eagentliz@gmail.com
Selling Member:	Liz V Corkren	**SO:** eAgent Solutions 23283	228-547-2890	228-364-1611	eagentliz@gmail.com



Rent/Lease Price:	**$1,800**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,800	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	10/22/2021
Security Deposit:	$1,800	**Closing Date:**	12/07/2021
Bedrooms Total:	3	**List Price/SqFt:**	$1
Bathrooms Total:	2	**Sold Price/SqFt:**	$1
Bathrooms Full:	2	**N or S of I-10:**	N
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	0	**Subdivision:**	Northwood Hills
Year Built:	1974	**Parcel Number:**	0808d-02-088.000
Approx H/C SqFt:	1,793		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.25		
Lot Size Dimensions:	79x137		
County:	Harrison		

Legal Description: LOT 14 BLK 2 NORTHWOOD HILLS SUBD PHASE 3

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3377727 — **13777 Laurelwood Lane, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Melinda Hackenbruch	**LO:** EXIT Prestige Luxury Realty 18932		228-388-5888	
Selling Member:	Melinda Hackenbruch	**SO:** EXIT Prestige Luxury Realty 18932		228-388-5888	



Rent/Lease Price:	$1,800	**Property Sub Type:**	Single Family Residence
Closing Price:	$1,800	**List Date:**	07/15/2021
Lease Term:	12 Months	**Closing Date:**	07/21/2021
Security Deposit:	$1,800	**List Price/SqFt:**	$0.93
Pets Allowed:	No	**Sold Price/SqFt:**	$0.93
Bedrooms Total:	3	**N or S of I-10:**	N
Bathrooms Total:	2	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	Meadowbrook
Year Built:	2012	**Parcel Number:**	0707n-01-012.018
Approx H/C SqFt:	1,933		
SqFt Source:	Public Records		
County:	Harrison		

Legal Description: LOT 26 MEADOWBROOK SUBD PHASE 2 SEC 31-6-11

4008645 — **14762 Canal Crossing Boulevard, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,850**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,850	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months; Negotiable	**List Date:**	02/08/2022
Security Deposit:	$1,850	**Closing Date:**	03/02/2022
Bedrooms Total:	4	**List Price/SqFt:**	$0.99
Bathrooms Total:	2	**Sold Price/SqFt:**	$0.99
Bathrooms Full:	2	**N or S of I-10:**	N
Bathrooms Three Quarter:	0	**N or S of CSX Railroad Track:**	N
Bathrooms Half:	0	**Subdivision:**	Canal Crossing
Year Built:	2015	**Parcel Number:**	0608a-01-021.056
Approx H/C SqFt:	1,877		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.19		
Lot Size Dimensions:	52x134x98x123		
County:	Harrison		

Legal Description: LOT 16 CANAL CROSSING SUBD PH 6 SEC 1-7-12

4004998 — **15053 Belhaven Street, Gulfport, MS 39503**
Residential Lease Closed — **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$1,850**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$1,850	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	12/16/2021
Bedrooms Total:	4	**Closing Date:**	01/18/2022
Bathrooms Total:	2	**List Price/SqFt:**	$0.81
Bathrooms Full:	2	**Sold Price/SqFt:**	$0.81
Bathrooms Three Quarter:	0	**N or S of I-10:**	N
Bathrooms Half:	0	**N or S of CSX Railroad Track:**	N
Year Built:	2017	**Subdivision:**	Savoy Place
Approx H/C SqFt:	2,270	**Parcel Number:**	0706-20-017.075
SqFt Source:	Other		
Approx Lot Size Acres:	0.29		
Lot Size Dimensions:	0x0		
County:	Harrison		

Legal Description: LOT 41 SAVOY PLACE SEC 20-6-11

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4008170 — 15190 Belhaven Street, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,900	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,900	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	02/01/2022
Security Deposit:	$1,900	Closing Date:	02/04/2022
Bedrooms Total:	3	List Price/SqFt:	$1.16
Bathrooms Total:	2	Sold Price/SqFt:	$1.16
Bathrooms Full:	2	N or S of I-10:	N
Bathrooms Three Quarter:	0	N or S of CSX Railroad Track:	N
Bathrooms Half:	0	Subdivision:	Savoy Place
Year Built:	2018	Parcel Number:	0706-20-017.059
Approx H/C SqFt:	1,642		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.35		
Lot Size Dimensions:	35X197X174X145		
County:	Harrison		

Legal Description: LOT 25 SAVOY PLACE SEC 20-6-11

4005421 — 11220 River Bend Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Robby C Stroud	SO: Demand Realty - BSL Office	985-518-2468	228-304-0770	robby.demandrealty@gmail.com



Rent/Lease Price:	$1,975	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$1,975	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	12/23/2021
Security Deposit:	$1,975	Closing Date:	02/21/2022
Bedrooms Total:	3	List Price/SqFt:	$0.92
Bathrooms Total:	3	Sold Price/SqFt:	$0.92
Bathrooms Full:	2	N or S of I-10:	N
Bathrooms Three Quarter:	0	N or S of CSX Railroad Track:	N
Bathrooms Half:	1	Subdivision:	Cypress Pointe
Year Built:	2005	Parcel Number:	0608-12-052.000
Approx H/C SqFt:	2,148		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.27		
County:	Harrison		

Legal Description: LOT 86 CYPRESS POINTE SUBD PH 3 SEC 12-7-12

4005920 — 14860 Audubon Lake Boulevard, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	$1,800	Listing Agreement:	Exclusive Right To Lease
Closing Price:	$2,000	Property Sub Type:	Single Family Residence
Lease Term:	12 Months	List Date:	01/04/2022
Bedrooms Total:	3	Closing Date:	01/17/2022
Bathrooms Total:	2	List Price/SqFt:	$1.16
Bathrooms Full:	2	Sold Price/SqFt:	$1.29
Bathrooms Three Quarter:	0	N or S of I-10:	N
Bathrooms Half:	0	N or S of CSX Railroad Track:	N
Year Built:	2020	Subdivision:	Audubon Lake
Approx H/C SqFt:	1,554	Parcel Number:	0607a-01-015.085
SqFt Source:	Builder		
Approx Lot Size Acres:	0.18		
Lot Size Dimensions:	60 X 128.56 X 60 X 132.13		
County:	Harrison		

Legal Description: LOT 155 AUDUBON LAKE SUB PH 2 SEC 25 -6-12

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4008277 **19484 Morris Pond Road, Gulfport, MS 39503** **Agent Copy**
Residential Lease Closed

	Name	Office	Primary	Office	E-mail
Listing Member:	Christina Gaddis S53420	**LO:** Stars and Stripes Realty, LLC. 22690	228-365-8384	228-219-7653	sellthegulfcoast@gmail.com
Selling Member:	Christina Gaddis	**SO:** Stars and Stripes Realty, LLC. 22690	228-365-8384	228-219-7653	sellthegulfcoast@gmail.com



Rent/Lease Price:	**$2,300**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$2,000	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months; 24 Months; Renewal Option	**List Date:**	02/02/2022
Bedrooms Total:	4	**Closing Date:**	02/28/2022
Bathrooms Total:	2	**List Price/SqFt:**	$1.1
Bathrooms Full:	2	**Sold Price/SqFt:**	$0.95
Bathrooms Three Quarter:	0	**N or S of I-10:**	N
Bathrooms Half:	0	**N or S of CSX Railroad Track:**	N
Year Built:	2018	**Subdivision:**	Walker Farm
Approx H/C SqFt:	2,095	**Parcel Number:**	0606d-01-015.061
SqFt Source:	Assessor		
Approx Lot Size Acres:	9.011		
Lot Size Dimensions:	90 x 11		
County:	Harrison		

Legal Description: LOT 61 WALKER FARM PH I-B SEC 14-6-12

4000480 **11807 Summerhaven Circle, Gulfport, MS 39503** **Agent Copy**
Residential Lease Closed

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$2,000**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$2,000	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	10/12/2021
Security Deposit:	$2,150	**Closing Date:**	10/15/2021
Pets Allowed:	Yes	**List Price/SqFt:**	$0.65
Pet Deposit:	$250	**Sold Price/SqFt:**	$0.65
Bedrooms Total:	4	**N or S of I-10:**	N
Bathrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	3	**Subdivision:**	Summerhaven
Bathrooms Three Quarter:	0	**Parcel Number:**	0608h-01-074.007
Bathrooms Half:	0		
Year Built:	2004		
Approx H/C SqFt:	3,085		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0		
Lot Size Dimensions:	0x0x0x0		
County:	Harrison		

Legal Description: LOT 66 SUMMERHAVEN SUBD SEC 1 & 12-7-12

3380082 **11807 Summerhaven Circle, Gulfport, MS 39503** **Agent Copy**
Residential Lease Closed

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	**LO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
) Member:	Shannon R Knott	**SO:** Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$2,150**	**Property Sub Type:**	Single Family Residence
Closing Price:	$2,150	**List Date:**	09/15/2021
Lease Term:	12 Months	**Closing Date:**	10/06/2021
Security Deposit:	$2,150	**List Price/SqFt:**	$0.7
Pets Allowed:	Yes	**Sold Price/SqFt:**	$0.7
Pet Deposit:	$250	**N or S of I-10:**	N
Bedrooms Total:	4	**N or S of CSX Railroad Track:**	N
Bathrooms Total:	3	**Subdivision:**	Summerhaven
Bathrooms Full:	3	**Parcel Number:**	0608h-01-074.007
Bathrooms Three Quarter:	0		
Bathrooms Half:	0		
Year Built:	2004		
Approx H/C SqFt:	3,085		
SqFt Source:	Public Records		
Approx Lot Size Acres:	0		
County:	Harrison		

Legal Description: LOT 66 SUMMERHAVEN SUBD SEC 1 & 12-7-12

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3377377 — 10689 Chapelwood Drive, Gulfport, MS 39503
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Shannon R Knott S53782	LO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com
Selling Member:	Shannon R Knott	SO: Property Management Division of Busch Realty Group 21329	228-224-3976	228-224-3976	shannonrknott@gmail.com



Rent/Lease Price:	**$2,350**	**Property Sub Type:**	Single Family Residence
Closing Price:	$2,350	**List Date:**	07/07/2021
Lease Term:	12 Months	**Closing Date:**	07/09/2021
Security Deposit:	$2,350	**List Price/SqFt:**	$1.01
Pets Allowed:	No	**Sold Price/SqFt:**	$1.01
Bedrooms Total:	4	**N or S of I-10:**	N
Bathrooms Total:	3	**N or S of CSX Railroad Track:**	N
Bathrooms Full:	2	**Subdivision:**	Chapelwood
Bathrooms Half:	1	**Parcel Number:**	0708n-01-002.080
Year Built:	2020		
Approx H/C SqFt:	2,306		
SqFt Source:	Estimated		
County:	Harrison		
Legal Description:	LOT 27 CHAPELWOOD PH III SEC 7-7-11		

4007475 — 2320 Park Pl Drive, Gulfport, MS 39507
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Latrell Price S55662	LO: EXIT Prestige Luxury Realty 18932	757-218-1089	228-388-5888	latrell@exitbiloxi.com
Selling Member:	Latrell Price	SO: EXIT Prestige Luxury Realty 18932	757-218-1089	228-388-5888	latrell@exitbiloxi.com



Rent/Lease Price:	**$2,550**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$2,520	**Property Sub Type:**	Single Family Residence
Lease Term:	12 Months	**List Date:**	01/24/2022
Bedrooms Total:	5	**Closing Date:**	01/31/2022
Bathrooms Total:	4	**List Price/SqFt:**	$0.85
Bathrooms Full:	3	**Sold Price/SqFt:**	$0.84
Bathrooms Three Quarter:	0	**N or S of I-10:**	S
Bathrooms Half:	1	**N or S of CSX Railroad Track:**	N
Year Built:	1986	**Subdivision:**	Park Place
Approx H/C SqFt:	2,991	**Parcel Number:**	1010j-02-066.002
SqFt Source:	Public Records		
Approx Lot Size Acres:	0.5		
Lot Size Dimensions:	66.0 X 21.0 X 114.0 X 89.0 X 125.0		
County:	Harrison		
Legal Description:	LOT 3 PARK PLACE S		

4002622 — 2228 Beach Drive, Gulfport, MS 39507 1304
Residential Lease Closed — Agent Copy

	Name	Office	Primary	Office	E-mail
Listing Member:	Angela Troglen	LO: Dronet Realty & Property Management, PLLC 20838	228-239-5842	228-447-3727	angela@dronetrealty.com
Co-listing Member:	Charlene P Dronet	CLO: Dronet Realty & Property Management, PLLC	228-447-3727	228-447-3727	support@dronetrealty.com
] Member:	Angela Troglen	SO: Dronet Realty & Property Management, PLLC 20838	228-239-5842	228-447-3727	angela@dronetrealty.com



Rent/Lease Price:	**$2,800**	**Listing Agreement:**	Exclusive Right To Lease
Closing Price:	$2,800	**Property Sub Type:**	Condominium
Lease Term:	Short Term Lease; Other	**List Date:**	11/11/2021
Security Deposit:	$2,800	**Closing Date:**	01/21/2022
Pets Allowed:	No	**List Price/SqFt:**	$2.41
Bedrooms Total:	2	**Sold Price/SqFt:**	$2.41
Bathrooms Total:	2	**N or S of I-10:**	S
Bathrooms Full:	2	**N or S of CSX Railroad Track:**	S
Bathrooms Three Quarter:	0	**Subdivision:**	Legacy II Condominiums
Bathrooms Half:	0	**Parcel Number:**	1010p-01-006.215
Year Built:	2006		
Approx H/C SqFt:	1,164		
SqFt Source:	Public Records		
Approx Lot Size Acres:	3		
County:	Harrison		
Legal Description:	UNIT 1304 LEGACY CONDOS PH 2 SEC 32-7-10		

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3375690 **2228 Beach Drive, Gulfport, MS 39507 1205**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Melinda Hackenbruch	**LO:** EXIT Prestige Luxury Realty 18932		228-388-5888	
Selling Member:	Melinda Hackenbruch	**SO:** EXIT Prestige Luxury Realty 18932		228-388-5888	



Rent/Lease Price: $3,800
Closing Price: $3,800
Lease Term: 6 Months
Security Deposit: $1,000
Pets Allowed: No
Bedrooms Total: 3
Bathrooms Total: 3
Bathrooms Full: 3
Year Built: 2006
Approx H/C SqFt: 1,819
SqFt Source: Public Records
County: Harrison
Legal Description: UNIT 1205 LEGACY CONDOS PH 2 SEC 32-7-10

Property Sub Type: Condominium
List Date: 05/27/2021
Closing Date: 06/16/2021
List Price/SqFt: $2.08
Sold Price/SqFt: $2.08
N or S of I-10: S
N or S of CSX Railroad Track: S
Subdivision: Legacy II Condominiums
Parcel Number: 1010p-01-006.207

4011592 **1916 2nd Street, Gulfport, MS 39501 A**
Residential Lease Closed **Agent Copy**

	Name	Office	Primary	Office	E-mail
Listing Member:	Holly Gibbs B22047	**LO:** Berkshire Hathaway HomeServices Preferred Properties 23651	228-697-3714	228-896-6060	brokergibbs@gmail.com
Selling Member:	Holly Gibbs	**SO:** Berkshire Hathaway HomeServices Preferred Properties 23651	228-697-3714	228-896-6060	brokergibbs@gmail.com



Rent/Lease Price: $1,500
Closing Price: $20,000
Lease Term: 6 Months; 12 Months; 24 Months
Pets Allowed: No
Bedrooms Total: 2
Bathrooms Total: 2
Bathrooms Full: 2
Bathrooms Three Quarter: 0
Bathrooms Half: 0
Year Built: 1983
Approx H/C SqFt: 1,004
SqFt Source: Owner
Approx Lot Size Acres: 0.5
Lot Size Dimensions: 00x00x00x00
County: Harrison
Legal Description: -COMMON AREA- SECOND STREET CONDO PH 1 PLAT BK 33 PG 28 E 63 FT OF LOTS 14 TO 18 INC & E 63 FT OF S 1.3 FT OF LOT 19 BLK 14 MCALPIN ADD

Listing Agreement: Exclusive Right To Lease
Property Sub Type: Condominium
List Date: 03/12/2022
Closing Date: 05/04/2022
List Price/SqFt: $1.49
Sold Price/SqFt: $19.92
N or S of I-10: S
N or S of CSX Railroad Track: S
Subdivision: Metes And Bounds
Parcel Number: 0811g-06-044.000

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1423 Jo Ellen N. Gulfport

*WAS A 5-PLEX
*HAS NOW BEEN REZONED To Single FAMILY

3294106 **1423 Jo Ellen Circle Gulfport, MS 39501** **Agent Copy**
Res Income Multi-Fam Expired



List Price:	$60,000	**Days On Market:**	452
List Date:	08/22/2015	**CDOM:**	452
Expiration Date:	02/21/2017	**Lot Size:**	8910.0
Approx H/C SqFt:	3,320	**Dimensions:**	
SqFt Source:	Public Records	**Subdivision:**	Metes And Bounds
List Price Sqft:	$18.13	**County:**	Harrison
Year Built:	1960 (Public Records)	**N or S of CR 67:**	N
Buyer Agency Comp:	3%	**N or S of I-10:**	S
Sub Agency:	No	**Listing Agreement:**	Exclusive Right To Sell
		New Construction:	No
		Owner/Agent:	No
		Complex Name:	

Parcel #: 0711K-04-037.002

Tax Annual Amount: 2,204 **Flood Insurance Required?:** No

Agent Remarks: buyers or buyers agent verify all info
Public Remarks: 5 Unit Complex located close to Memorial Hospital in Gulfport. Roof is less than 10 years old, exterior has been maintained, Priced to sell, Sold as is.

Foundation Details: Slab

Structure Type: Other; See Remarks
Exterior Construction/Siding: Steel Siding
Approx Age Code: Older Home 25+ Years

	Name	Office	Primary	Office	E-mail
Listing Member:	Sarah Carothers S50212	**LO:** Amy Wood Properties mgc.ofc965	228-861-8100	228-452-5408	sarah@amywoodproperties.c

Information is deemed to be reliable, but is not guaranteed. © 2022 MLS and FBS. Prepared by Linda Guillotte on Tuesday, April 12, 2022 12:40 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

Gmail Linda Guillotte <lindaguillotte@gmail.com>

1424 JO Ellen Circle

Gregory Holmes <GHolmes@gulfport-ms.gov> Mon, Apr 4, 4:45 PM
To: lindaguillotte@gmail.com <lindaguillotte@gmail.com>

Ms. Linda,

If you purchased the lot located at 1424 JO Ellen Circle located on tax parcel 0711K-04-020.001, it would meet the requirements to rezone the properties across the street due to the subject property being adjacent to a R-2 zoning district. The R-2 district would allow for duplexes and multi-family development. The proposed rezoning would need to heard by the Planning Commission, and if recommended for approval, it will be sent to the City Council for a decision.

Thanks,

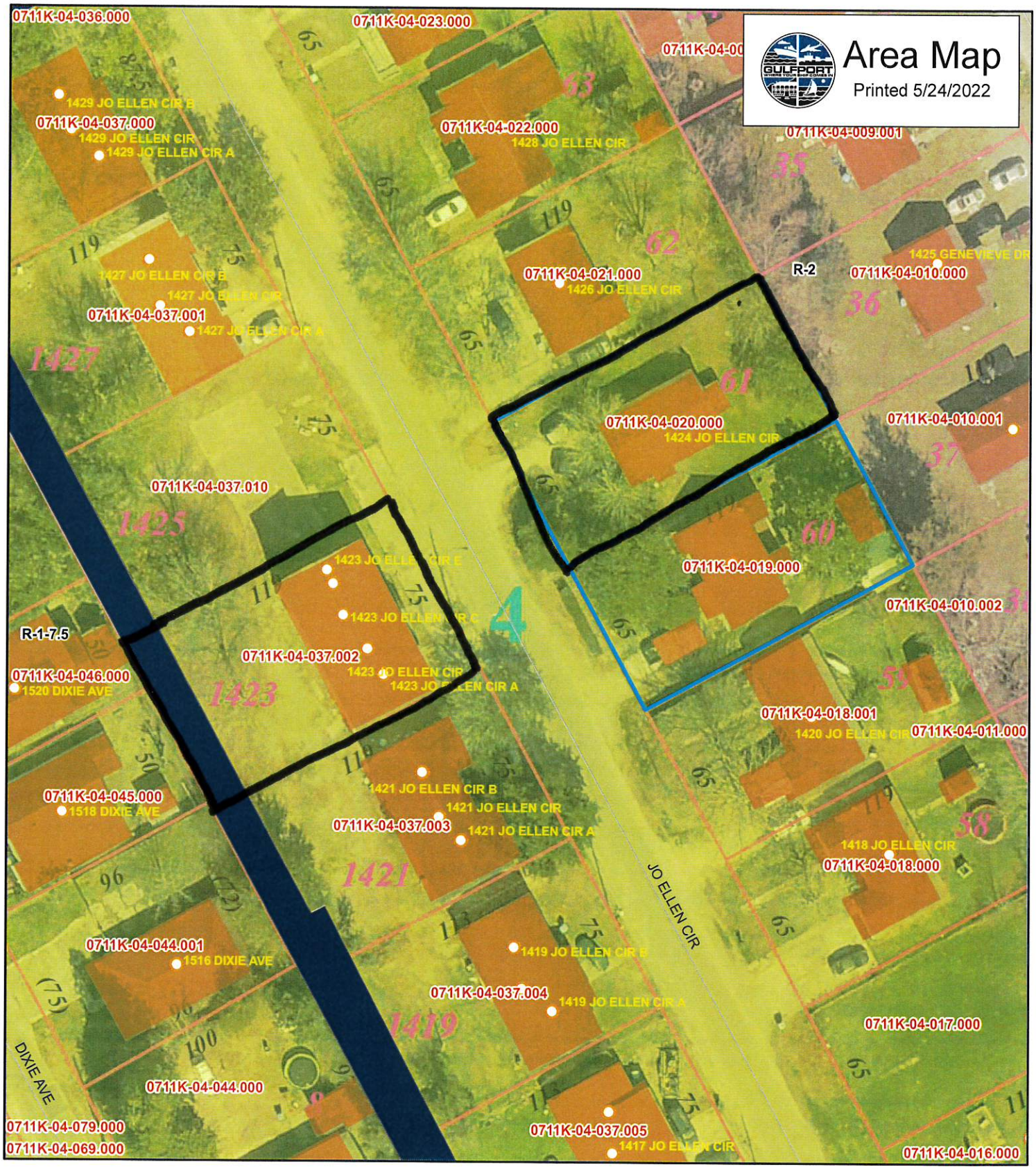
Gregory L. Holmes

Planning Administrator

The City of Gulfport

Phone: 228-868-5710

Fax: 228-868-5708



Area Map

Printed 5/24/2022

N
W E
S

1 inch = 50 feet

Addresspoints
Minor/Residential
Parcels

Harrison_HughRes_2020.sid
RGB
Red: Band_1
Green: Band_2
Blue: Band_3

DATA DISCLAIMER:
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Zoning Determination Letter

Printed 2/24/2022



Subject Site
Street Centerline
Parcels
Zoning

0 3 6 12 18
Yards

1 inch equals 50 feet

N
W E
S

Site Information

0711K-04-037.002
Zoning: R-1-7.5
(Single-Family Resdence)
Flood: X
Size: 8,909 sq ft
Use: Proposed

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.

Prepared by: LUCKETT LAND TITLE, INC.
918 Washington Avenue
Ocean Springs, Mississippi 39564
(228) 875-0176

Return to: LUCKETT LAND TITLE, INC.
918 Washington Avenue
Ocean Springs, MS 39564
(228) 875-0176

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, I,

LARS FULLER
60 North Keeble Avenue
San Jose, California 95126
408-329-0594

do hereby sell, convey and quitclaim unto

JOELLEN PROPERTIES, LLC
60 North Keeble Avenue
San Jose, California 95126
408-329-0594

the property situated and being in HARRISON County, State of MISSISSIPPI, described as follows, to wit:

Lots One Thousand Four Hundred Nine (1409), One Thousand Four Hundred Eleven (1411), One Thousand Four Hundred Thirteen (1413), One Thousand Four Hundred Fifteen (1415), One Thousand Four Hundred Nineteen (1419), One Thousand Four Hundred Twenty-one (1421), and One Thousand Four Hundred Twenty-three (1423), OWEN HOMES SUBDIVISION, Phase Two (2), 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 33 at Page 34 thereof, reference to which is hereby made in aid of and as a part of this description.

INDEXING: Lots 1409, 1411, 1413, 1415, 1419, 1421 & 1423, Owen Homes S/D, Phase 2, 1st JD, Harrison County, MS

Ad valorem taxes have been prorated as of the date of this conveyance, and are hereby assumed by the Grantee herein.

This conveyance is subject to any and all restrictions, easements and reservations affecting said property of record in the office of the Chancery Clerk of HARRISON COUNTY, Mississippi.

WITNESS THE SIGNATURE of the undersigned on this the 23rd day of December, 2013

Lars Fuller
LARS FULLER, Grantor

GIVEN under my hand and seal of office on this the 23 day of December, 2013.

NOTARY PUBLIC

(S E A L)

My Commission Expires: NOV 18 2015

PREPARED BY:

LUCKETT LAND TITLE, INC.
918 Washington Avenue
Ocean Springs, MS 39564
228-875-0176.

JENNIFER LIGON
Commission # 1957534
Notary Public - California
Santa Clara County
My Comm. Expires Nov 18, 2015

bjm

LUCKETT LAND TITLE, INC.
918 Washington Avenue
Ocean Springs, Mississippi 39564
(228) 875-0176

1st Judicial District
Instrument 2014 36 D -J1
Filed/Recorded 1/ 3/2014 09:58 A
Total Fees $ 18.00
2 Pages Recorded

Prepared by: LUCKETT LAND TITLE, INC.
918 Washington Avenue
Ocean Springs, Mississippi 39564
(228) 875-0176

Return to: LUCKETT LAND TITLE, INC.
918 Washington Avenue
Ocean Springs, MS 39564
(228) 875-0176

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, I,

LARS FULLER
60 North Keeble Avenue
San Jose, California 95126
408-329-0594

do hereby sell, convey and quitclaim unto

JOELLEN PROPERTIES, LLC

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
B C 3 Properties, LLC
a Mississippi limited liability company
7247 Live Oak Way
Pass Christian, MS 39571
(228) 493-8910

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantee:
JoEllen Properties, LLC
a Mississippi limited liability company
1424 Jo Ellen Cir.
Gulfport, MS 39501
(408) 329-0594

File No. Z221219S

INDEXING INSTRUCTIONS: Lot 61, Owen Homes S/D, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and 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, **B C 3 Properties, LLC, a Mississippi limited liability company,** does hereby sell, convey and warrant unto **JoEllen Properties, LLC, a Mississippi limited liaibilty company**, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lot Sixty-One (61), Owen Homes Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 22, at Page 34.

This being the same property as that conveyed to B C 3 Properties, LLC, by Quitclaim Deed recorded in Instrument No. 2014-7537-D-J1, Land Deed Records of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantor(s) quitclaims any and all oil, gas, and other minerals owned, if any, to Grantee(s). No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS MY SIGNATURE, on this the 12th day of April, 2022.

B C 3 Properties, LLC
a Mississippi limited liability company

By: Randa Craig, Managing Member

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **Randa Craig**, the duly appointed Managing Member of **B C 3 Properties, LLC, a Mississippi limited liability company**, who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid company, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 12th day of April, 2022.

(AFFIX SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 293514 ANNA MARIE KENDRICK Commission Expires Nov. 1, 2025 HARRISON COUNTY

NOTARY PUBLIC

My commission expires: Nov. 1, 2025

CORPORATE RESOLUTION

In a duly called meeting of all of the Members/Managers/Shareholders of the below named Company, it was unanimously approved by all of the Members/Managers/Board of Directors that **Randa Craig**, Managing Member, has complete authority to sell on behalf of the below named company the property located at, or described as:

Property Address: 1424 Jo Ellen Cir., Gulfport, MS 39501

Lot 61, Owen Homes Subdivision, a subdivision according to the 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 22, at Page 34.

So approved and acknowledged this, the 11th day of April, 2022.

B C 3 Properties, LLC,
a Mississippi Limited Liability Company

By: Randa Craig, Managing Member

B C 3 Properties, LLC,
a Mississippi Limited Liability Company

By: Adam Craig, Managing Member

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Randa Craig and Adam Craig**, the members of **B C 3 Properties, LLC, a Mississippi Limited Liability Company**, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of said Limited Liability Company as its own act and deed, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 11th day of April, A.D. 2022.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 111532 MITZI M. HODA (AFFIX SEAL) Commission Expires Feb. 22, 2023 HARRISON COUNTY

NOTARY PUBLIC

My commission expires: 2/22/2023

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan			
1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	6. File Number Z221219S	7. Loan Number	8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
JoEllen Properties LLC 60 N. Keeble Ave. San Jose, CA 95126	B C 3 Properties LLC 7247 Live Oak Way Pass Christian, MS 39571	CASH

G. Property Location	H. Settlement Agent	
1424 Jo Ellen Cir. Gulfport, MS 39501 Lot 61, Owen Homes S/D 1st Judicial District Harrison	Pilger Title Co. Ocean Springs, MS 39564 Place of Settlement 9034 A Carl Legett Road Gulfport, MS 39503	I. Settlement Date 04/12/2022 DD: 04/12/2022

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	5,000.00	401. Contract sales price	5,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,686.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	6,686.00	420. GROSS AMOUNT DUE TO SELLER	5,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/2022 to 04/12/2022	194.00	511. County taxes 01/01/2022 to 04/12/2022	194.00
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	194.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	194.00
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	6,686.00	601. Gross amount due to seller (line 420)	5,000.00
302. Less amounts paid by/for borrower (line 220)	194.00	602. Less reduction amount due to seller (line 520)	194.00
303. CASH FROM BORROWER	6,492.00	603. CASH TO SELLER	4,806.00

	L. SETTLEMENT CHARGES:	File Number: Z221219S		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price $	5,000.00 @ 10.00 =	500.00		
	Division of commission (line 700) as follows:				
701.	$ 500.00 to Coldwell Banker Smith Homes				
702.	$ to				
703.	Commission paid at Settlement			500.00	
704.					
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN		P.O.C.		
801.	Loan Origination Fee %				
802.	Loan Discount %				
803.	Appraisal Fee to				
804.	Credit Report to				
805.	Lender's Inspection Fee to				
806.	Mtg. Ins. Application Fee to				
807.	Assumption Fee to				
808.					
809.					
810.					
811.					
812.					
813.					
814.					
815.					
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901.	Interest from to	@$ /day			
902.	Mortgage Insurance Premium	to			
903.	Hazard Insurance Premium	yrs. to			
904.					
905.					
1000.	RESERVES DEPOSITED WITH LENDER FOR				
1001.	Hazard Insurance	mo. @$	/ mo.		
1002.	Mortgage Insurance	mo. @$	/ mo.		
1003.	City property taxes	mo. @$	/ mo.		
1004.	County property taxes	mo. @$	/ mo.		
1005.	Annual Assessments	mo. @$	/ mo.		
1006.		mo. @$	/ mo.		
1007.		mo. @$	/ mo.		
1008.	Aggregate Reserve for Hazard/Flood Ins, City/Count				
1100.	TITLE CHARGES				
1101.	Settlement or closing fee to	Pilger Title Co.		350.00	
1102.	Abstract or title search to	Pilger Title Co.		245.00	
1103.	Title examination to				
1104.	Title insurance binder to	Pilger Title Co.		150.00	
1105.	Document preparation to	Pilger Title Co.		175.00	
1106.	Notary fees to				
1107.	Attorney's fees to				
	(includes above item No:	)			
1108.	Title insurance to	Old Republic National Title Ins. Co.		150.00	
	(includes above item No:	)			
1109.	Lender's coverage				
1110.	Owner's coverage 5,000.00 — 150.00				
1111.	Express Mail/Courier	Pilger Title Co.		65.00	
1112.	Wire	Pilger Title Co.		25.00	
1113.					
200.	GOVERNMENT RECORDING AND TRANSFER CHARGES				
201.	Recording fees Deed $ 26.00	; Mortgage $	; Releases $ 0.00	26.00	
202.	City/county/stamps Deed $	; Mortgage $			
203.	State tax/stamps Deed $	; Mortgage $			
204.					
205.					
300.	ADDITIONAL SETTLEMENT CHARGES				
301.	Survey to				
302.	Pest inspection to				
303.					
304.					
305.					
306.					
307.					
308.					
400.	TOTAL SETTLEMENT CHARGES	(enter on lines 103 and 502, Sections J and K)		1,686.00	0.00

ADDENDUM TO
SETTLEMENT STATEMENT

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 6252, and /or Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

B-C-3 Properties LLC

By: **Randa Craig, Managing Member**

JoEllen Properties LLC

By: **Lars Fuller, Managing Member**

Dated: **April 12, 2022**

Dated: **April 12, 2022**

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Pilger Title Co.

By: , Settlement Agent

Dated: **April 12, 2022**

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ADDENDUM TO
SETTLEMENT STATEMENT

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I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

B C 3 Properties LLC

By: Randa Craig, Managing Member

JoEllen Properties LLC

By: Lars Fuller, Managing Member

Dated: April 12, 2022

Dated: April 12, 2022

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Pilger Title Co.

By: , Settlement Agent

Dated: April 12, 2022

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DECLARATION OF ACCEPTANCE

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

1. **PROPERTY ADDRESS:**
2. 1424 JoEllen Cir., Gulfport, MS 39501,
3. Lot 61, Owen Homes S/D, 1st JD,
4. Harrison County, Mississippi

5. All warranties and statements, expressed or implied, as to Property condition, financing terms, and all representations of all parties,
6. including Seller, Buyer and all brokers, contained or associated with this Contract for Sale and Purchase of Real Estate with a
7. contract date of 4/4/2022, and signed by the undersigned Buyers and Seller have been complied with to
8. our satisfaction.

9. We, the undersigned, do hereby declare that without any reservations we hereby accept the Property as to the condition of the house,
10. other improvements, fixtures and equipment, decoration, suitability and readiness for use as our home, as well as financing terms, and
11. all other representations of Buyer(s), Seller(s) and all Brokers and any other statements or representations contained in the Contract or
12. any addendum thereof. We understand that, with the acceptance of the Deed, and except for misrepresentation or fraud, Seller(s) will
13. have no further responsibility or liability for any repairs to the Property. Buyer(s) and Seller(s) hold harmless all brokers for any
14. representations, expressed or implied, in the aforementioned Contract or in any other form not thus merged in the Deed.

15. We do further declare that the consideration paid is acceptable to us, and that we understand that market conditions change, and
16. That property values therefore change. We, therefore, release Seller(s), Sellers(s)' agents, Buyer(s), Buyer(s)' agents and all Brokers
17. in this transaction from any responsibility whatsoever resulting from changes in market conditions.

18. We acknowledge that we, as Owners, Sellers, Invitees and Buyers of real property using any audio and/or video surveillance devices or
19. devices capable of photography, videography or videotelephony are solely responsible for compliance with applicable state, local and
20. federal laws concerning use of such devices including, but not limited to, cameras, phones, security systems, monitors or other devices
21. capable of making or transmitting audio and/or video recordings or photographs. We have been informed and acknowledge our
22. understanding that audio or video recordings and/or photographs may be illegal under state, local and/or federal laws, depending on the
23. circumstances. We have had an opportunity to consult legal counsel concerning applicable laws and acknowledge that we have taken
24. steps to protect against practices violative of rights of persons owning, inhabiting, utilizing, viewing or visiting the property. **We**
25. **hereby agree to hold the brokerages and their agents harmless from all claims (excepting only claims under the exclusive**
26. **jurisdiction of the Mississippi Real Estate Commission under license law or claims under the National Association of**
27. **REALTORS® Code of Ethics and Arbitration Manual) or damages arising out of use of video and audio surveillance systems or**
28. **photography, videography, or videotelephony by us or our agents, representatives, relatives, masters, servants, assigns,**
29. **principals, employee or any other persons or entities associated with us.**

30. In the event the parties have agreed to use of a Post-Closing Possession Addendum (F18), this Declaration of Acceptance is effective
31. through the date of Closing only, but the provisions of the Post-Closing Possession Addendum shall control as to any material changes
32. to the Property during the period covered by the Post-Closing Possession Addendum. Buyer(s) make no declaration of acceptance of
33. the Property for any period of Post-Closing Possession by Seller(s) and specifically reserve any and all rights they have by virtue of the
34. Post-Closing Possession Addendum.

35. The foregoing notwithstanding, nothing herein shall operate to void or negate any warranties made by a builder of new construction or
36. those arising under Mississippi law applicable to new construction.

37. _____ _____
38. **JoEllen Properties, LLC**
a Mississippi limited liability company
By: Lars Fuller, Managing Member, BUYER

B C 3 Properties, LLC
a Mississippi limited liability company
By: Randa Craig, Managing Member, SELLER

39. _____ 4/12/2022
40. DATE DATE

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DECLARATION OF ACCEPTANCE

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1. **PROPERTY ADDRESS:**
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3. Lot 61, Owen Homes S/D, 1st JD,
4. Harrison County, Mississippi

5. All warranties and statements, expressed or implied, as to Property condition, financing terms, and all representations of all parties,
6. including Seller, Buyer and all brokers, contained or associated with this Contract for Sale and Purchase of Real Estate with a
7. contract date of 4/4/2022, and signed by the undersigned Buyers and Seller have been complied with to
8. our satisfaction.

9. We, the undersigned, do hereby declare that without any reservations we hereby accept the Property as to the condition of the house,
10. other improvements, fixtures and equipment, decoration, suitability and readiness for use as our home, as well as financing terms, and
11. all other representations of Buyer(s), Seller(s) and all Brokers and any other statements or representations contained in the Contract or
12. any addendum thereof. We understand that, with the acceptance of the Deed, and except for misrepresentation or fraud, Seller(s) will
13. have no further responsibility or liability for any repairs to the Property. Buyer(s) and Seller(s) hold harmless all brokers for any
14. representations, expressed or implied, in the aforementioned Contract or in any other form not thus merged in the Deed.

15. We do further declare that the consideration paid is acceptable to us, and that we understand that market conditions change, and
16. That property values therefore change. We, therefore, release Seller(s), Sellers(s)' agents, Buyer(s), Buyer(s)' agents and all Brokers
17. in this transaction from any responsibility whatsoever resulting from changes in market conditions.

18. We acknowledge that we, as Owners, Sellers, Invitees and Buyers of real property using any audio and/or video surveillance devices or
19. devices capable of photography, videography or videotelephony are solely responsible for compliance with applicable state, local and
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24. steps to protect against practices violative of rights of persons owning, inhabiting, utilizing, viewing or visiting the property. We
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27. **REALTORS® Code of Ethics and Arbitration Manual) or damages arising out of use of video and audio surveillance systems or**
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32. to the Property during the period covered by the Post-Closing Possession Addendum. Buyer(s) make no declaration of acceptance of
33. the Property for any period of Post-Closing Possession by Seller(s) and specifically reserve any and all rights they have by virtue of the
34. Post-Closing Possession Addendum.

35. The foregoing notwithstanding, nothing herein shall operate to void or negate any warranties made by a builder of new construction or
36. those arising under Mississippi law applicable to new construction.

37. _____
38. JoEllen Properties, LLC
a Mississippi limited liability company
By: Lars Fuller, Managing Member, BUYER

_____
B C 3 Properties, LLC
a Mississippi limited liability company
By: Randa Craig, Managing Member, SELLER

39. 4/12/22
40. DATE

_____
DATE

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MISSISSIPPI REALTORS

EXCLUSIVE BUYER AGENCY AGREEMENT

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

Buyer

Client name(s): LARS FULLER

Mailing Address: 60 N. Keeble Ave, SAN JOSE, CA 95126

Phone: (Cell) 408-329-6594 (Work) _____ (Home) _____

Email: LARSFULLER@ABI.com Facsimile _____

Client(s) hereby employs Linda Guillotte, Coldwell Banker Smith Homes as their exclusive Broker from this date until midnight on _____ ("Term"). Client may terminate this agreement upon fifteen (15) calendar days written notice to the Broker.

Client's preferred price range is $ 5,000. to $ 5,000 —

Client agrees to pay Compensation to Broker as follows [CHOOSE ALL THAT MAY APPLY]:

For purchase of a property:

☑ 10.00 % of the gross sales price* Commission = $500.00

☐ a flat fee of $ _____

☐ an hourly fee of $ _____ for services performed

For a lease or rental:

☐ a flat commission of $ _____

☐ a fee of _____ % of the first month's rent

☐ a fee of _____ % of all rents to be paid over the term of the lease, including any extensions

For an option entered into during the Term of this Contract (irrespective of when it is exercised or closed):

☐ _____ % of the gross sales price*

☐ a flat commission of $ _____

☐ an hourly fee of $ _____ for services performed

*For properties listed in the MLS, if the commission offered in the MLS is less that the agreed upon amount, Client agrees to pay the difference. Broker will make every effort to obtain the above Compensation from the Listing Agency and/or the Seller (structured within an offer to purchase from the proceeds of sale).

In addition, Broker may accept any incentive, bonus, rebate and/or other valuable consideration offered through the MLS or otherwise which, together with Compensation above, shall be reflected as "Commission" to Broker on any closing statement.

Compensation above is payable to Broker (i) when Client enters into an agreement to purchase, lease, exchange or option any property prior to the Termination Date, and (ii) within _____ days after the Termination Date when Client enters into an agreement to purchase, lease, exchange or option any property introduced to Client during the Term, unless Client has entered into a valid buyer agency agreement with another Broker under which Client pays compensation to a different Broker.

Buyer Disclosure & Waiver ☐ is ☐ is not attached and incorporated herein by reference.

Signed this the 5th day of April 2022, and a copy hereof received.

CLIENT _____ REALTOR: Linda Guillotte

Print name: LARS FULLER Print name: Linda Guillotte

Broker:

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F8 -Exclusive Buyer Agency Agreement Rev. Date 11/2020

Coldwell Banker Smith Homes RI, P.O. Box 819 Gautier, MS 39553 Phone: (228)497-1800 Fax: (228)497-1824
Suzanne Martin

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Untitled

UNIMPROVED PROPERTY DISCLOSURE STATEMENT

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing. Use of this form is separate and apart from any required disclosures under Mississippi License Law of 1954, as amended, and nothing in this form is intended to affect required disclosures under License Law.

Property Description/Address 1424 Jo Ellen Circle Gulfport, MS 39501-3616

1. Has any part of the property been classified as wetlands by the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act? Yes ____ No ____ Unknown ✓
   a. Is a determination pending? Yes ____ No ____ Unknown ✓
   b. If pending, what was the date the determination was requested? N/A
   c. By whom was the determination requested? (seller or Agent and name) N/A

   The U.S. Army Corps of Engineers has commenced active enforcement of Section 404 of the Clean Water Act. Under this federal law, designed to protect the wetlands of the United States, certain permit requirements must be met for altering or building or filling property that is determined to be wetlands as defined by the Corps. BUYER or SELLER may be charged by the Corps for making the determination. A determination that the property is wetlands will result in additional fees and charges associated with a Section 404 permit.

2. Is a survey of the property available? Yes ____ No ✓ If yes, indicate the date of the survey. ____

3. Is an environmental audit available? Yes ____ No ✓ If yes, indicate the date of the audit. ____

4. Are you aware of the existence of any of the following?

Encroachments	Yes ____	No ✓	Unknown ____	Standing water	Yes ____	No ✓	Unknown ____
Easements	Yes ____	No ✓	Unknown ____	Bluff/Erosion	Yes ____	No ✓	Unknown ____
Soil Problems	Yes ____	No ✓	Unknown ____	Subsoil problems	Yes ____	No ✓	Unknown ____
Flood Zone	Yes ____	No ✓	Unknown ____	Land Fill	Yes ____	No ✓	Unknown ____

5. Are there any specific problems that make the subject property a non-conforming use such as proper lot size, set backs, zoning etc.
   Yes ____ No ✓ If yes, please explain. ____

6. Has the property ever flooded? Yes ____ No ____ Unknown ✓ Is Flood Elevation known? Yes ____ No ✓
   *Flood Zones are subject to change at any time by the U.S. Army Corps of Engineers.

7. Are there any right of way easements, etc. that affect your ownership interest in the property? Yes ____ No ✓

8. Is the subject situated on Leasehold or Sixteenth Section Land? Yes ____ No ✓ Unknown ____
   If yes, explain. ____

9. Is there any existing or threatening legal action affecting the property? Yes ____ No ✓ Unknown ____
   If yes, explain. ____

The undersigned hereby certify that the above answers are true and correct to the best of my/our knowledge.

Owner/Seller Signature: BC 3 PROPERTIES - RANDA CRAIG — 04/04/2022 Date

Owner/Seller Signature: BC 3 PROPERTIES - ADAM CRAIG — 04/04/2022 Date

We acknowledge receipt of a copy hereof.

Buyer Signature: JO ELLEN PROPERTIES, LLC — 04/04/2022 Date

Buyer Signature: LARS PITTNER — 04/04/2022 Date

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F226 Unimproved Property Disclosure Statement
Rev. Date 02/2019

Coldwell Banker Smith Lowe, 7040 Old Canton Rd Ste 200 Jackson MS 39211
Phone: 2816123186 Fax:
Lars Pittner
1424 Jo Ellen Cir, Gulfport, MS 39501-3616
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

PERMITS/INSP PAYMENT RECPT#: 11301735
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 05/24/22 TIME: 11:32
CLERK: lbarefoot DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 185.00

AMOUNT PAID: 185.00

PAID BY: THOMAS MCNAIR
PAYMENT METH: CHECK
1151
REFERENCE:

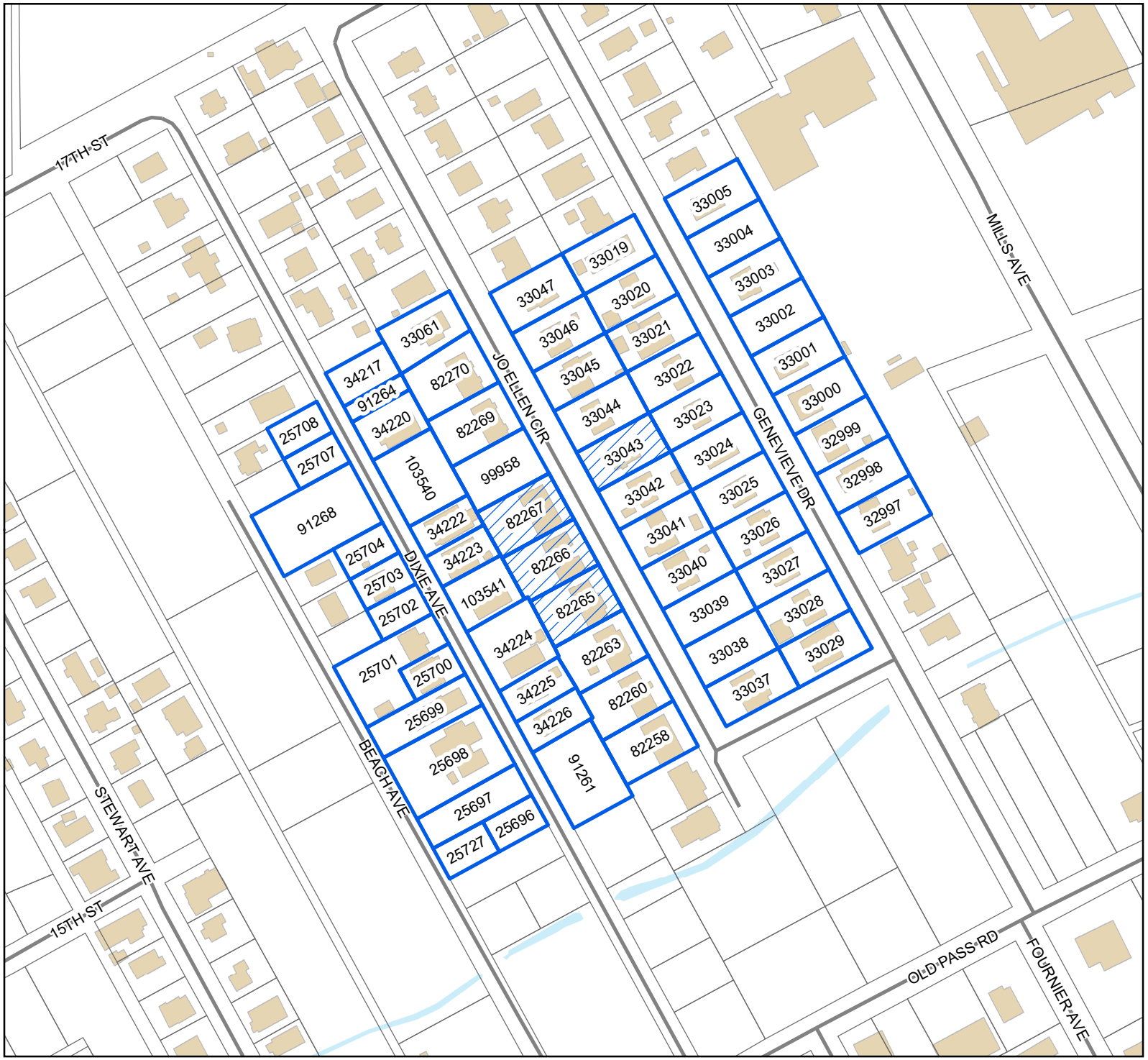
AMT TENDERED: 185.00
AMT APPLIED: 185.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	82267	0711K-04-037.002	JOELLEN PROPERTIES, LLC (OWNER)	60 N. KEEBLE AVE.	SAN JOSE	CA	95126
N	33043	0711K-04-020.000	JOELLEN PROPERTIES, LLC (OWNER)	60 N. KEEBLE AVE.	SAN JOSE	CA	95126
N	82266	0711K-04-037.003	JOELLEN PROPERTIES, LLC (OWNER)	60 N. KEEBLE AVE.	SAN JOSE	CA	95126
N	82265	0711K-04-037.004	JOELLEN PROPERTIES, LLC (OWNER)	60 N. KEEBLE AVE.	SAN JOSE	CA	95126
			LINDA GUILLOTTE SHADDIX (AGENT)	1232 KINGS CT.	GAUTIER	MS	39553
			PATRICK MERRILL (AGENT)	2503 WILSON AVE.	PASCAGOULA	MS	39567
			Adjacent Property Owners (130)				
	33019	0711K-04-007.000	ARMSTRONG WILLIE RUTH	1433 GENEVIEVE DR	GULFPORT	MS	39501
	33005	0711K-01-052.000	BAUMANN DONALD DOUGLAS	5482 CLUB DR	SAN JOSE	CA	95127
N	33001	0711K-01-049.000	BAUMANN DONALD DOUGLAS	5482 CLUB DRIVE	SAN JOSE	CA	95127
	25700	0711K-04-069.000	BAYOU RENTAL PROPERTIES	1502 MILL RD	GULFPORT	MS	39507
	82263	0711K-04-037.005	BOLER LUCKY LINELL	1417 JO ELLEN CIRCLE	GULFPORT	MS	39501
	25699	0711K-04-070.000	BOWERS SHARON	1407 DALECREST COURT	CHATTANOOGA	TN	37411
	33028	0711K-04-013.000	BUCKNER KENDAL L	1415 GENEVIEVE DR	GULFPORT	MS	39501
	33029	0711K-04-014.000	BUCKNER LUELLA	1413 GENEVIEVE DR	GULFPORT	MS	39501
	33046	0711K-04-023.000	BUTLER BRYANT H & CLARA H	1430 JO ELLEN CIR	GULFPORT	MS	39501
	33045	0711K-04-022.000	CALLAHAN JUANITA	1428 JO ELLEN CIR	GULFPORT	MS	39501
	25696	0711K-04-073.000	CRUMPTON DOROTHY	P O BOX 1244	GULFPORT	MS	39502
	34217	0711K-04-048.000	DAY LETICIA	11334 FAIRFIELD LN	GULFPORT	MS	39503
	33021	0711K-04-009.000	DEAL MILDRED	1429 GENEVIEVE DR	GULFPORT	MS	39501
	25703	0711K-04-067.000	DELOACH JAMES -EST-	1511 DIXIE AVE	GULFPORT	MS	39501
	25704	0711K-04-066.000	DELOACH JEROME & JUANITA BAILEY	1511 DIXIE AVE	GULFPORT	MS	39501
N	25702	0711K-04-068.000	DELOACH JEROME OTTO	1511 DIXIE AVE	GULFPORT	MS	39501
	32997	0711K-01-045.000	FAIRLEY DONZELLA	1416 GENEVIEVE DR	GULFPORT	MS	39501
	33000	0711K-01-048.000	GIBBS CHARLES ROLAND -ESTATE-	1007 PLEASANT OAKS RD APT E	PARKVILLE	MD	21234
	33026	0711K-04-011.000	HALL PAULINE	1419 GENEVIVE DR	GULFPORT	MS	39501
	33038	0711K-04-016.000	HARPER LEE JR	1414 GENEVIVE DR	GULFPORT	MS	39501
N	33039	0711K-04-017.000	HARPER LEE MARVIN JR	1414 GENEVIEVE DR	GULFPORT	MS	0
	25698	0711K-04-071.000	HARRIS JOHN & BESSIE -EST-	1409 DIXIE AVE	GULFPORT	MS	39501
N	25701	0711K-04-079.000	HARRIS JOHN & BESSIE MAE	1409 DIXIE AVE	GULFPORT	MS	39501
	33002	0711K-01-050.000	HULUM JEFFREY III	3601 OAK AVE	GULFPORT	MS	39507
N	82260	0711K-04-037.006	JOELLEN PROPERTIES LLC	60 N KEEBLE AVE	SAN JOSE	CA	95126
N	82258	0711K-04-037.007	JOELLEN PROPERTIES LLC	60 N KEEBLE AVE	SAN JOSE	CA	95126
N	82267	0711K-04-037.002	JOELLEN PROPERTIES LLC	60 N KEEBLE AVE	SAN JOSE	CA	95126
	33025	0711K-04-010.002	JOHNSON MARVIN -ETAL-	1421 GENEVIEVE DR	GULFPORT	MS	39501
	33022	0711K-04-009.001	KELLER TIYANIKA N	1436 GENEVIEVE DRIVE	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	91261	0711K-04-041.001	LAMPLEY JOAN E	2622 BROADWATER DR	GULFPORT	MS	39507
	33061	0711K-04-036.000	LASHAIN GREEN SHANDER ETAL	1433 JO ELLEN CIR	GULFPORT	MS	39501
	33044	0711K-04-021.000	LIZANA MICHAEL H & LINDA F	215 CLARENCE AVENUE	PASS CHRISTIAN	MS	39571
	34224	0711K-04-044.000	MAGEE GLORIA YVONNE	1500 DIXIE AVENUE	GULFPORT	MS	39501
	33042	0711K-04-019.000	MAGEE JOHNNIE	1422 JO ELLEN CIR	GULFPORT	MS	39501
	34223	0711K-04-045.000	MASTON ETHEL T	1518 DIXIE AVE	GULFPORT	MS	39501
	33004	0711K-01-051.001	MAY JESSIE LEE C/O DONA LAVALAIS	P O BOX 111253	TACOMA	WA	98411
	34220	0711K-04-047.000	MCGEE ROXIE BOLTON	1510 DIXIE AVE	GULFPORT	MS	39501
	33023	0711K-04-010.000	MCNAIR GERALDINE	1425 GENEVIEVE DR	GULFPORT	MS	39501
	33041	0711K-04-018.001	MULLINS DORETHA J -L/E-	1420 JOELLEN CIRCLE	GULFPORT	MS	39501
	25727	0711K-04-077.000	NOBLE TYCOA	1283 JIMI LN	CONYERS	GA	30012
	32998	0711K-01-046.000	OBI DENISE & WILLIAMS GWENDOLYN-EST	754 CHAPMAN ST	JONESBORO	GA	30238
	103540	0711K-04-046.002	OWEN JOSEPH SAM & TOFIE M JR	P O BOX 673	GULFPORT	MS	39502
N	91264	0711K-04-047.001	OWEN JOSEPH SAM & TOFIE M JR	P O BOX 673	GULFPORT	MS	39502
	33024	0711K-04-010.001	OWENS ROSIA M -ESTATE- C/O MAXINE OW	1423 GENEVIEVE DR	GULFPORT	MS	39501
	25708	0711K-04-063.000	PITTMAN GREGORY	3601 MEADOWLARK DR	GULFPORT	MS	39501
	34225	0711K-04-043.000	RAY MELVIN JEROME	1512 DIXIE AVE	GULFPORT	MS	39501
	33003	0711K-01-051.000	ROBERTS DAVID H & SHIRLEY J	1428 GENEVIEVE DR	GULFPORT	MS	39501
	33037	0711K-04-015.000	SKKM PROPERTIES LLC	179 KENMORE AVE	BILOXI	MS	39530
	33040	0711K-04-018.000	SLOAN RUBY JEAN	1418 JO ELLEN CIR	GULFPORT	MS	39501
	33027	0711K-04-012.000	SMITH JAMES RICHARD JR	2209 S.CENTRAL AVE	LUTCHER	LA	70071
	34226	0711K-04-042.000	SMITH VANESSA ANN	1502 DIXIE AVE	GULFPORT	MS	39501
	34222	0711K-04-046.000	ST CLAIR SHANIEL	1520 DIXIE AVE	GULFPORT	MS	39501
N	99958	0711K-04-037.010	STATE OF MISS #334				0
N	91268	0711K-04-065.000	STATE OF MISS 2019				0
N	25707	0711K-04-064.000	STATE OF MISS 8/26/2013				0
	25697	0711K-04-072.000	STUBBS NATISHA JEFFERSON	1018 HARDY AVE	GULFPORT	MS	39501
	32999	0711K-01-047.000	THIGPEN ETHEL MAE -L/E-	1420 GENEVIEVE DR	GULFPORT	MS	39502
	82269	0711K-04-037.001	TYLER HENRY PROPERTIES LLC	449 WALDA DR	BILOXI	MS	39531
	82270	0711K-04-037.000	TYLER HENRY PROPERTIES LLC	1429 JO ELLEN CIRCLE	GULFPORT	MS	39501
	33020	0711K-04-008.000	WILLIAMS CHRISTOPHER & LATASHA	1522 RICH AVE	GULFPORT	MS	39501
	33047	0711K-04-024.000	WINTERS ERNIE LEE	1432 JO ELLEN CIR	GULFPORT	MS	39501
	103541	0711K-04-044.001	WORTHINGTON TAMARA L & MICHAEL W	1516 DIXIE AVE	GULFPORT	MS	39501

2207PC130

Zoning Map Amendment



Legend

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

0 30 60 90

Yards

1 inch = 200 feet

N

W E

S

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

RE: Zoning Map Amendment 2207PC130, by agent Linda Shaddix, tax parcels 0711K-04-037.002, 0711K-04-020.000, 0711K-04-037.003, &0711K-04-037.004, Requests to rezone from R-1-7.5 (Single-family) to R-2 (Single-family), 1423 JoEllen Cir, Ward 1

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, July 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/agenda/ then click the City of Gulfport Planning Commission for **Thursday, July 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:
IPL0080719
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
45.00
Payment Type:
Account Billed
User ID:
IPL0018837

ACCOUNT INFORMATION

HARRISON CO DEVELOPMENT IP
12281 INTRAPLEX PKWY
GULFPORT, MS 39503
228-896-5020
mmcgraw@mscoast.org
HARRISON CO DEVELOPMENT

TRANSACTION REPORT

Date
July 8, 2022 12:11:51 PM EDT
Amount:
45.00

SCHEDULE FOR AD NUMBER IPL00807190

July 13, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00807190

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, July 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.

Planning Commission Approval 2207PC122, by owner Jelicia Mallory, tax parcel 0808F-01-001.083, Request for home occupation office use, 12212 Emily Cv, Zoned R-1-10 (Single-family), Ward 7

Resubdivision 2207PC127, by owners Toleado Harper and Grant Curtis, tax parcel 0911D-03-041.000, Divide into two new parcels, 2208 Gulf Ave, Zoned R-2 (Single-family), Ward 3

Resubdivision 2207PC129, by owner T&D Homes, LLC, tax parcel 0810D-03-010.000, Divide into two new parcels, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2207PC130, by agent Linda Shaddix, tax parcels 0711K-04-037.002, 0711K-04-020.000, 0711K-04-037.003, &0711K-

04-037.004, Requests to rezone from R-1-7.5 (Single-family) to R-2 (Single-family), 1423 JoEllen Cir, Ward 1
Planning Commission Approval 2207PC131, by owner Misty & Calvin Stevenson, tax parcel 0808D-03-069.000, Request home occupation for a medical care use, 15377 Pinewood Ct, Zoned R-1-10 (Single-family), Ward 7
Zoning Map Amendment 2207PC132, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908E-01-001.000, and 0908E-01-001.001, Requests to rezone from R-1-10 & R-1-7.5 (Single-family) to T4+ (General Urban Zone "Plus"), Ward 6
General Plan 2207PC133, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908D-01-015.000, 0908E-01-001.000, 0908C-01-001.000, Approval of General Plan for 42-lot and 7-outparcel subdivision (Forest Ridge Phase 2), Zoned R-1-15 (Single-family), R-1-7.5 (Single-family) & T4+ (General Urban Zone "Plus"), Ward 6
Zoning Map Amendment 2207PC135, by owner Qi Lu, tax parcel 0908M-01-001.000, Request to rezone from R-1-10 (Single-family) to B-2 (General Business), 13283 Dedeaux Rd, Ward 5
This the 7th day of July 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

<< Click here to print a printer friendly version >>

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-1-7.5 (SINGLE-FAMILY) DISTRICT TO R-2 (SINGLE-FAMILY) 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 0711K-04-020.000, 0711K-04-037.002, 0711K-04-037.003, and 0711K-04-037.004, which is generally described as being located North of Old Pass Road, South of First Street, East of Dixie Avenue, and West of Genevieve Drive, should be rezoned from its present classification of R-1-7.5 (Single-family) District to R-2 (Single-family) District. The Case File Number is 2207PC130; 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-1-7.5 (Single-family) District to R-2 (Single-family) District.**

Ad valorem tax parcel numbers 0711K-04-020.000, 0711K-04-037.002, 0711K-04-037.003, and 0711K-04-037.004 is legally described as:

> Lot Sixty-One (61), Owen Homes Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 22, at Page 34.
>
> Lots One Thousand Four Hundred Nineteen (1419), One Thousand Four Hundred Twenty-one (1421), and One Thousand Four Hundred Twenty-three (1423),

OWEN HOMES SUBDIVISION, Phase Two (2), a subdivision accoeding 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 33 at Page 34 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: 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 Nos. 0711K-04-020.000, 0711K-04-037.002, 0711K-04-037.003, and 0711K-04-037.004 from its present zoning classification of R-1-7.5 (Single-family) 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

CITY OF GULFPORT PLANNING COMMISSION

2207PC130

TRANSCRIPT OF HEARING

July 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 JULY 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
GARLON PEMBERTON
HAROLD SPANN
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERTON
MATILDA WELCH
CHRISTINE HIGHSMITH
LESLIE ERVIN

4. Zoning Map Amendment 2207PC130

MS. FEATHERTON: Item 4, Zoning Map Amendment 130, has been duly and timely noticed as required by law. The applicant requests to rezone from R-1-7.5 single family to R-2 single family, 1423 JoEllen Circle, Ward 1. A copy of the packet considered is hereby offered to the record.

MR. WILLIAMS: All right. Is someone here to speak for it?

MS. GOLLOTT: Hello.

MR. WILLIAMS: Hey, there.

MS. GOLLOTT: I'm Linda Gollott. My address is 1232 Kings Court, Gautier, Mississippi.

And I am the realtor that sold this owner this property 17 years ago.

MR. WILLIAMS: Wow. Okay.

MS. GOLLOTT: And so I have something for you if I might pass this around.

MR. WILLIAMS: Sure. Yes.

MS. GOLLOTT: To help you follow along.

MR. WILLIAMS: That is staying involved with your client, that's pretty good.

MS. GOLLOTT: Well, for 20 some years now. And he's a California client.

His name is Lars Fuller (ph.), and at the

time that he came and bought this property was immediately after Katrina.

The property had been flooded, mudded, and was destroyed. And he came in here without any insurance money or without any grant money or anything and started refurbishing these properties.

He bought six duplexes which you can see on Page 2. Those are all the properties that he bought there that are in red to include a five-plex and six duplexes.

It starts -- it's about a mile, just a little bit over a mile from Island View Casino coming down the beach, and you turn right onto Fournier, go three blocks, and it's right parallel and starts there at the railroad track.

Anyway, he, with being an out of town owner, it's been very difficult to find help and labor to help get this done. But he started with 1409, the first duplex over the railroad track, and as he would get one rehabbed, somebody was immediately ready to move in.

As we know, the shortage with supply and demand after Katrina, people were moving away, moving out of state, and he saw that need.

So in an effort to get those individual units, which are three, two, and there's one that is a one-bedroom unit, this man has only charged this month his

first $700 a month rent. It's been $450, $500, very reasonable for people and families.

So he's really stepped up in helping the people in Gulfport.

We all know with the shortages right now of housing, and this five-plex, we recently had it under contract. He decided he couldn't fight any more with trying to keep management and keep the I guess workers, I'll say that, there for the units.

So he called me and he said he'd like to put it on the market for sale.

Within hours, I had a buyer for it. And he had great plans for that street, except that whenever his contractor came to the City of Gulfport to see what it was going to be about getting a permit for this one, he was told that -- let's see -- that was no longer a five-plex, it had been rezoned to a single family housing, three doors across the front and two at the bottom, and it's a single family housing.

We couldn't believe it. So we thought it might be a clerical error.

So in doing some more research on it, I was told this is the process, the correct process, for coming to have it rezoned again.

I've also been told now that some of the

duplexes that he owns and you can see them there in that first picture, second picture there, and also in the third drawing, that whole street is what Mr. Fuller owns that's in gray and highlighted in yellow, to include that whenever I was set up with a City of Gulfport meeting not so long ago, a lot of the gentlemen were kind enough to sit down with me, with the realtors, the other buyer's realtors, and all that were involved and the potential new buyer. And it was explained to us what the process was. But because if an owner, as I understand it -- I may be saying it incorrectly, I hope not -- but if an owner on this street which is his street JoEllen would buy that vacant lot across the street that had become vacant due to a fire, the house had burned in recent years, if he would buy that particular -- one of those vacant lots over there, it would tie him back to multifamily.

So we did. We did exactly as was recommended. And I made sure by writing to the City of Gulfport to make sure that I was correct in understanding that that particular lot would tie us back, and that we wouldn't have a problem with it.

Therefore, that's that vacant lot that you see right there, the vacant land, it was 1424 and it was right directly across the street fortunately from that five-plex.

So those are the properties that he owns in yellow.

I've been told now that these brick duplexes are being considered back to single family dwelling, also. And we would like to reach out to ask that six times two is 12, that's 12 families now that can occupy this area, and then five more for the duplex. So that's 17 families.

The lot on the other side of the five-plex is a vacant slab. I wrote that on here for you to see which one I'm talking about, the one that's circled there across the street form the duplex -- I mean, the five-plex. And that's the one he bought. And then the vacant slab right next to it is the one right parallel there and adjoining the five-plex.

I found out that's owned by the State of Mississippi. I'm sure that possibly these buyers that are interested now, we have a new buyer that's interested and has this five-plex under contract contingent on it being changed back to a five-plex. And he's hoping to get involved with or has some connections with Keesler Air Force Base and would like to have housing there for them which would be tremendous for that street.

Mr. Fuller, these are some of the things that he's done since he purchased that property. 1409 and 1411 which are the first ones by the railroad track and coming

this way have at least one side occupied. He's put a lot of money invested over the years. He's even hired off-duty Gulfport police department shortly after the purchase and after Katrina to try to rid the drug dealers on that street. He added exterior lighting, and he pays seventy-five a month for exterior lighting out there to try to keep the crime down and to try to keep them from stealing the units, his air condition units and stuff off of there.

He has put in four new sewer lines. He's putting in two new metal roofs this coming next week to the tune of twelve to fourteen thousand each.

The five-plex has this buyer who will improve the property and has great plans for it. And Mr. Fuller will move forward to remodel any vacant units as they become vacant.

We're asking that you consider rezoning that back to a five-plex and keeping the units that are already duplexes as duplexes so we don't have this -- this has been a five month process for me to get to this table today. And now I have to wait until August. I'm hoping that this buyer will hold on and wait. We've had two to walk away because of going through all of this.

I know it has to be done, so I'm here. And if I can answer any questions for you, I'd be glad to.

MR. WILLIAMS: Thank you. Appreciate it.

Commissioners, any questions for the applicant? B.J.?

MR. SELLERS: So just as I understand you're saying he owns all these parcels except for I think one in the middle.

MS. GOLLOTT: The one in the middle that is X'd out on this page is Apartment 4017 -- I mean 1417, 1417, and it is individually owned. It was not available when he bought.

MR. SELLERS: So I'm just curious why, if that's the case, he owns all this, why are we just talking about these four parcels, why aren't we talking about all of them? Because these down here have duplexes on them, too, right?

MS. GOLLOTT: They do. And when I went and visited with Mr. Cory Long recently as he explained to me that he was our caseworker or whatever you call it that helps with this, not sure what the terminology correctly is, but anyway he said that that was coming up on the next agendas to go ahead and rezone those to single family, also, that while we were doing this one, we might as well start addressing those, also, to keep from this three or four, five month delay and going through all this, also. That as you saw it and it was explained to you, then you might -- because it goes all the way to the railroad track, the

duplexes.

We weren't even aware of this until we went in the other day to sign the last piece of paper, and he told us this.

MR. SELLERS: Greg, can you comment on that as far as the other parcels?

MR. HOLMES: Yes, I can, but for the record --

MR. WILLIAMS: A little louder.

MR. HOLMES: For the record, basically the property is zoned R-1-7.5. She can have the use that's out there that is legally nonconforming. However the problem arose because the units need to be repaired. By them being nonconforming, you got that ten percent rule. So you need to rezone it to go in and do a full repair on it.

So you can operate the multifamily there, she just can't repair them.

Now as far as the other side of this, the multifamily, we're working on that, and that's with the permit ( ). The duplexes are going to be a second request. They weren't included originally in the first request, so that's why there'll be two different requests.

MR. SELLERS: I'm sorry. I didn't quite understand that. So why is it two different requests?

MR. HOLMES: Because the first set of permits

that came in were for the multifamily. So I think originally --

MR. SELLERS: Based on the permits.

MR. HOLMES: Yes. Originally the buyer was looking to try to repair those apartments.

MR. SELLERS: Okay. I would suggest that when that comes up that the individual owner in the middle be contacted, as well, and possibly do that one at the same time. That way we've got this whole area rezoned and not have that one piece left. You know, just my suggestion.

MR. WILLIAMS: Okay. Other questions?

MR. HANCOCK: I'm just going to get you to clarify, you've covered a lot of information. But I think one of the things you said seemed to indicate that you got some conflicting information from the city about what needed to be done or what had been done. Did I hear that right?

MS. GOLLOTT: No, sir. I think I said that they suggested that if this buyer, same owner, would purchase that vacant lot across the street that would tie him back to multifamily zoning and it should be no problem then in that case to rezone this back to five-plex. We thought it was a clerical error, and everybody that I talked to seems to think so.

MR. HANCOCK: So, Greg, can you give us some additional commentary on that?

MR. HOLMES: Yeah. Basically with the property being zoned R-1-7.5, they needed to rezone it to a district that allowed multifamily. But on the street, Geneviere (ph.) which is the street right across is zoned R-2. So basically if he just used those duplexes as multifamily, they're not adjacent, they don't touch that district.

MR. HANCOCK: That would be spot zoning.

MR. HOLMES: Yes. You need four acres. So they got that lot the house burned on which touches the R-2.

MR. HANCOCK: Okay. I understand.

Let me ask one more question if I can.

MR. WILLIAMS: Yes.

MR. HANCOCK: This is also for Greg. I think if I'm reading the commentary, it's too many pages back, but anyway, I think you're kind of agreeing that it was probably an error, that their application says that the change is because of an error. I think what you're saying is you agree that it's an error. Did I read that right?

MR. HOLMES: Yeah. Basically, I will go ahead and tell you we're already looking at trying to rewrite our nonconformance ( ). This happens a lot, and it can be burdensome on somebody trying to repair something.

But in this case, it's one of those things that it's there, but the way the ordinance reads it just

doesn't want it to survive. But in this case, she's just trying to rehabilitate this place.

MR. HANCOCK: Okay.

MS. GOLLOTT: Right now it's boarded up, the five-plex, and with nobody living there, and we can't do enough renovations on it until we get this straightened out, every time we put in windows, every tine we put in doors, they're busted out that afternoon or that night. And then we go back in there to take more pictures for marketing it, and people have been living in it.

It's just not good for the whole street.

MR. WILLIAMS: Other questions?

MR. PEMBERTON: Greg, if we're able to get this through today, and I know she's saying they're trying to get work done, and she's still got to wait for the City Council, is there any way we could help them with a special permit for the rehabilitation while it's going through the City Council? Because it's not good for the city or for them for vandalism continuing.

MR. HOLMES: As the way it stands right now, we have that ten percent rule, and that's what we're working on. There will be an amendment probably before this body, won't be next meeting, but the meeting after this.

MR. PEMBERTON: So for her it won't apply.

MR. HOLMES: No. We would like this to

( ) that we're working on it.

MR. PEMBERTON: Okay.

MS. GOLLOTT: And may I clarify that this is under contract. It would be the new buyer that is taking it in the deplorable condition it's in, and he's willing to do the rehab on it. My seller is going to sell that and the lot across the street together to keep it in the, you know, the conforming state for it to be multifamily.

MR. WILLIAMS: Multifamily.

MS. GOLLOTT: Yes, sir.

MR. WILLIAMS: Other questions? Great presentation. Thanks for the information. So if something comes up, we'll bring you back up. Okay?

MS. GOLLOTT: Okay. Surely. Thank you.

MR. WILLIAMS: Anyone else here want to speak for the request?

Anyone to speak against the request or have questions on it?

Okay. Commissioners, I think we got a pretty good understanding of where it is. Any questions, further comments? Or a motion, please.

MR. PEMBERTON: I motion that we approve Case Number 2207PC130.

MR. WILLIAMS: All right. We got a motion that we approve. Do I have a second?

MR. HANCOCK: Second.

MR. WILLIAMS: Any further discussion? All those in favor signify by saying aye. Any opposed to this? All right. It's been approved. Good luck. Thank you so much.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2207PC130

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

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR AN "INSPECTOR/PLANS REVIEW" POSITION (GRADE 203) 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 ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: "Inspector / Plans Review" (one (1) position), which shall fall within the range set for Grade 203 ($37,732.25 - $56,178.18); and

WHEREAS, the salary of compensation as set out herein are in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) "Inspector / Plans Review" 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) "Inspector / Plans Review" position in the City's Department of Urban Development is hereby added to and funded as the second such position in "Grade 203" 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 employee holding this one (1) position (the "Inspector / Plans Review" position) 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) 'Inspector / Plans Review' position in Grade 203 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

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: Inspector/Plans Review Defund/Fund & Ordinance Request - Urban Development

DATE: September 6th, 2022

The Director of Urban Development is requesting to defund the Inspector / Plans Review position and fund it back effective September 20th, 2022. I am requesting Ordinance to fund the Inspector / Plans Reviewer position (which will give the department a total of 2 positions) to the Department of Urban Development in Grade 203.

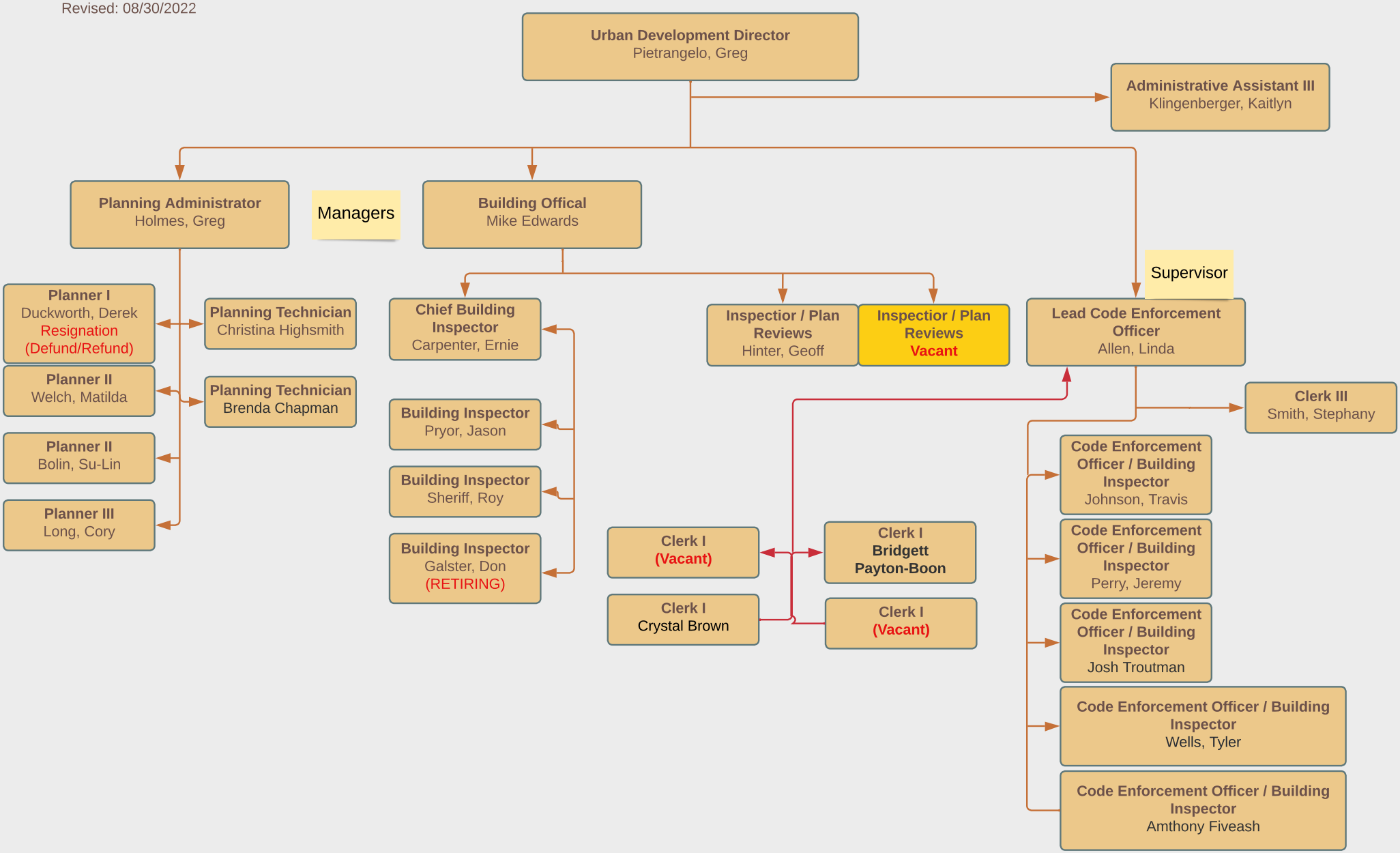
Position Number: 828

Requesting to fund:
Grade Information:
Grade 203
Minimum Step: $37,732.25
Maximum Step: $56,178.18
Funding Max Amount: $56,178.18

The employee that resided in this position was promoted to Building Official effective 08/22/2022.

Attachments:
- Current Job Description
- Organization Chart

Revised: 08/30/2022



City of Gulfport, Mississippi
Job Description

Inspector/Plans Review
(IPR)

Department: 611 - Planning
EEO Class: Technical
Date Approved: 9/2/22
FLSA Status: Exempt
Date Approved: 3/5/09

Position Overview

The Inspector/Plans Review position is involved with technical and skilled inspection work to maintain compliance with local codes and ordinances and national codes and regulations governing the construction, alteration, instillation and repair of buildings, building appurtenances, and building systems to include existing and new plumbing, heating, air conditioning, electrical systems, fire suppression systems and allied equipment.

The Inspector/Plans Review position is responsible for the review of all buildings and building systems plans to ensure that plans and material conform to existing code and ordinance requirement including, but not limited to, fire prevention and life safety. Work also involves responsibility to coordinate and facilitate the site plan review process within the Planning Division of the department of Urban Development and the various other city departments.

An employee of this class works independently on field inspections and must make decisions requiring independent judgement; however, technical advice and assistance are available from superiors on difficult or unusual cases. Work is performed with considerable independence and under general supervision within established codes, regulations and technical guidelines. Work is reviewed through conferences, observation and reports for results obtained.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- Checks fire suppression, building, electrical, plumbing, mechanical, and installation permits, plans, and specifications for compliance with code provisions; confers with business owners, homeowners, and contractors regarding deficiencies found during inspections and corrective action required; conducts re-inspections as necessary to secure compliance; maintains records of inspections and actions taken.
- Investigates complaints of unauthorized installations and other violations of codes and ordinances; inspects work sites to ensure possession of

required licenses and permits; documents code violations and assists in the preparation of cases for prosecution.
- Facilitates and coordinates the review of plans and specifications for permit approval and issuance; answers inquiries regarding fire suppression and prevention, building electrical, plumbing, mechanical and heating and air conditioning regulations.

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 methods, materials, and techniques involved in building construction, repair and alteration and the inspection of electrical, fire suppression, plumbing and heating systems and allied installations and appliances.
- Considerable knowledge of national and local laws governing building construction, fire suppression and prevention, life safety, electrical installations, plumbing, heating and allied installations and appliances.
- Considerable knowledge of city codes and ordinances pertaining to building construction, repair and alteration and the installation, modification and repair of electrical, fire suppression and prevention, plumbing and heating systems and allied installation and appliances.
- Knowledge of the methods and techniques of building, electrical, plumbing, halting, life safety and fire prevention inspections.
- Some knowledge of the functional responsibilities and operation of other city departments.
- Ability to detect and identify deficiencies in materials or workmanship and to determine appropriate corrective measures.
- Ability to interpret and apply plans, specifications, drawings, diagrams, and blueprints to work in process.
- Ability to maintain required work records and reports.
- Ability to communicate effectively, both orally and in writing.
- Ability to enforce applicable codes with firmness, tact and impartiality.
- Ability to effectively utilize a personal computer using building code software.

Education and Experience

High School graduate or equivalent. A Bachelor's Degree with course work in building trades is preferred. Three (3) to five (5) years' experience in a combination in any of the following or all: fire prevention and suppression, building, electrical or plumbing trades at the full skill crafts level.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license. Certification in a specialty craft through the International Building Codes is required within one (1) year from date of employment.

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 20+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE CONTRACT FOR CONGREGATE MEALS WITH THE SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING, TO AUTHORIZE THE MAYOR TO EXECUTE SAID CONTRACT AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport provides meals for senior citizens on a regular basis at the Charles L. Walker Senior Center, a public facility owned and operated by the City; and

WHEREAS, up to 5,000 such meals are to be provided to the City during the 2022-2023 period by the Southern Mississippi Planning and Development District's Area Agency on Aging for service to seniors pursuant to the proposed "Contract for Congregate Meals" which is attached hereto as Exhibit "A"; and

WHEREAS, approval of the Contract for Congregate Meals is in the best interest of the City of Gulfport.

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

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

SECTION 2. That the Contract for Congregate Meals be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

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

SMPDD
Southern Mississippi Planning & Development District
BUILDING A STRONGER MISSISSIPPI

September 1, 2022

Ms. Magdalena Holland
Charles Walker Senior Center
City of Gulfport
4008 8th Street
Gulfport, MS 39501

Dear Ms. Holland,

Enclosed are two originals of Contract 2023-18 for congregate meals. Please review the contract, sign with blue ink, and return both originals to our office. You may retain the exhibits for your records. We will return an original contract with all appropriate signatures for your records.

Thank you for providing this much needed service to the older citizens of our district.

Sincerely,

Robert Moore
Senior Services Division Director

10441 Corporate Drive, Suite 1, Gulfport, MS 39503 | (228) 868-2311 | Fax (228) 868-2550
P.O. Box 934, Hattiesburg, MS 39403 | (601) 545-2137 | Fax (601) 545-2164
www.smpdd.com

SOUTHERN MISSISSIPPI
PLANNING AND DEVELOPMENT DISTRICT
AREA AGENCY ON AGING

STATE OF MISSISSIPPI

COUNTY OF: Harrison **CONTRACT NO.: 2023-18**

CONTRACT FOR: Congregate Meals

1. Parties -The parties to this contract are the Southern Mississippi Planning and Development District Area Agency on Aging (herein called the Agency) and the City of Gulfport (herein called Contractor).

2. Purpose - The purpose of this contract is to engage the services of the Contractor to perform the following service: Congregate Meals, per Quality Assurance standards under the following source of funding: Title IIIC1 (meals only). Any change of the intent of this contract must be in writing and mutually assented to by both parties.

3. Service Objective -The Contractor shall provide, in an expedient and satisfactory manner as determined by normal, reasonable circumstances, the service of serving congregate meals and the service shall be performed in accordance with the Quality Assurance Standards attached hereto and made a part of the contract hereof by reference as Exhibit B.

4. Period of Performance – The contract will run for a period of twelve months beginning October 1, 2022 and ending September 30, 2023 with a three year renewal option.

5. Location of Service - Services will be provided in the area of Harrison County at the Charles Walker Senior Center.

6. Program Reporting Requirements:

The Contractor shall submit to the Agency the program reports as follows:

	Frequency	Due Date
Service Provider Logs	Monthly	5th Calendar Day
Waiting List	Monthly	5th Calendar Day

7. General Terms and Conditions - This contract is hereby made subject to the terms and conditions included in Exhibit A entitled "General Terms and Conditions", which is attached hereto and made a part hereof by reference.

8. Program Income -

The Program Income Policy is herein made a part of this contract by reference as reflected in Exhibit C.

9. Contract Amount – The Agency will provide the Contractor 5,000 meals during FY 2023.

IN WITNESS WHEREOF the Agency and Contractor have executed this contract on the _____ day of _____.

AGENCY:

ATTEST: _____ BY: _____
Leonard Bentz, Executive Director
Southern Mississippi Planning and Development District

ATTEST: _____ BY: _____
Robert Moore, Division Director
Senior Services

CONTRACTOR:

ATTEST: _____ BY: _____

TITLE: _____

EXHIBIT A

CONTRACT NO. 2023-18

GENERAL TERMS AND CONDITIONS

1. **Termination of Contract for Cause** – If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the terms of this Contract, the Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five days before the effective date of such termination. In that event, all personal property, cash, or other assets which, if the Contract had been completed, would have been required to be furnished to the Agency or were purchased with funds furnished to the Contractor under this Contract and all finished or unfinished documents, reports or other material prepared by the Contractor under this Contract shall at the option of the Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

   Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by the Contractor, and the Agency may withhold any payments to the Contractor for the purpose of the setoff until such time as the exact amount of damages due the Agency from the Contractor is determined.

   This Section shall apply to all representatives, third parties, and/or consultants/contractors selected or employed by the Contractor.

2. **Termination for Convenience of Agency** – The Agency may terminate this Contract by giving written notice to the Contractor at least thirty days before the effective date of such termination, and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described in Paragraph 1 above shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total services of the Contractor covered by the Contract, less payments of compensation previously made.

3. **Renegotiations or Modifications** – The Agency may, from time to time, require renegotiations or modifications in the Scope of Work of the Contractor to be performed hereunder. Such renegotiations or modifications, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. **Assignability** – The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written consent of the agency thereto; provided, however, that claims for money due or to become due to the Contractor from the Agency under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

5. **Interest of Contractor** – The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

6. **Confidentiality** – The Contractor shall comply with The Privacy Act of 1974 (5 USC 552a). Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Agency requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

   All information regarding applicants for and recipients of services under this program shall be available only to those persons authorized in writing to receive same by the Agency and Client. The Contractor assumes any and all liability and responsibility for such authorized disclosures.

7. **Participants Complaints** – The Contractor shall adhere to procedures for resolving complaints of program participants of clients as outlined in the Division of Aging's Policies and Procedures Manual.

8. It is expressly agreed that strict performance of the terms and provisions of this instrument shall be deemed the essence of the Contract.

9. **Indemnification** – It is expressly agreed that the Contractor and/or its officers, representatives, agents, and employees shall release and hold harmless the Agency, the Mississippi Department of Human Services, and the State of Mississippi from and against any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorneys' fees, arising out of or caused by the Contractor and/or its officers, representatives, agents, and employees in the performance of such services.

10. **Non-Waiver of Breach** – No assent, express or implied by these parties to the breach of any of the covenants, terms, provisions, or assurances of this Contract shall be deemed to be waiver of any succeeding breach of the same or any other covenant, term, provision, or assurance of the Contract.

11. **Monitoring** – The Agency and other authorized officials retain the right to conduct onsite program monitoring evaluations and assessments of any aspect of this Contract without notice. All documentation shall be available for inspection without prior notice.

12. **Program Income** – The Contractor shall provide recipients with an opportunity to contribute to the cost of the service. With services rendered with funding under the Older Americans Act and any other funding through the Area Agency on Aging, the Contractor shall assure the following guidelines:

    a) Each older person shall be provided with an opportunity to voluntarily contribute to the cost of the service.

    b) The privacy of each older person shall be protected with respect to his or her contributions.

    c) Appropriate procedures shall be established to safeguard and account for all contributions.

    d) Supportive services and nutrition services contributions shall be used to expand the service that generated the contributions.

    e) No older person may be denied a service because the older person will not or cannot contribute to the cost of the service.

    f) Program income will be safeguarded in accordance with policy established by Division of Aging and Adult Services.

    g) Program Income will be expended first prior to expenditure of any federal, state or local funds.

13. **Service Provider Requirements**

    a) Provide the Area Agency on Aging (AAA), in a timely manner, with statistical and other information which the AAA requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State.

    b) Specify how the provider intends to satisfy the service needs of low-income minority individuals in the area served, including attempting to provide services to low-income minority older persons in the population serviced by the provider.

    c) Provide recipients with an opportunity to contribute to the cost of the service.

    d) With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.

    e) Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies.

    f) Assist participants in taking advantage of benefits under other programs; and

g) Assure that all services funded under this part are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

14. **Equal Employment Opportunity and Civil Rights**
The Contractor shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;

Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;

Title VIII of the Civil Rights Act of 1968, as amended, relating to non-discrimination the sale, rental, or financing of housing;

Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;

Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps;

Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);

Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and handicap;

Drug Abuse Office and Treatment Act of 1972, as amended, relating to non-discrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and

Any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this contract or award.

15. The Contractor will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and

federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

16. The Contractor will give the Agency, the State Auditor's Office, the Mississippi Department of Human Services, the Federal Grantor Agency or the Comptroller General through any authorized representative the access to and the right to examine and copy all records, items, and financial statements related to this Contract at any time for as long as these records are to be retained.

17. The Contractor will comply with all requirements imposed by the Federal Grantor Agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 2 CFR 200. The Contractor shall carry out all regulations, rules and orders issued by the U. S. Government Grantor Agency. The requirements of said regulations may include, but are not limited to, development and implementation of an Affirmative Action Plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities. The Contractor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

    Compliance with all regulations, rules and order of the U. S. Government Grantor Agency or its designated representative issued prior to approval by the Government of the Application for this Contract, shall be a condition of the Federal Financial Assistance provided to the project, binding upon the Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor and contractors, its successors and assigns to the sanctions specified by this Contract, and to such sanctions as are specified in the regulations.

18. The Contractor shall provide services at consistent levels throughout the Contract period.

19. The Contractor will comply with 29 CFR Part 71 regarding notifying employees about their rights under the National Labor Relations Act.

20. The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from 2008 regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program. Or any other successor's electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the AAA and State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Contract and ineligibility for any state or public Contract in Mississippi for up to (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in

Mississippi for up to one year, or both. In the event of such termination/cancellation, Contractor would also be liable for any additional cost incurred by the AAA and State due to Contract cancellation or loss of "license or permit." Any Agreements entered into between the Contractor and its contractors shall contain the E-Verify clause with which said contractors shall comply in hiring their own employees.

21. The Contractor must comply with the pilot program for enhancement of contractor employee whistleblower protections (48 CFR 3.908-3, 48 CFR 52.203-17 and 41 U.S.C. 4712). Specifically, the Contractor shall provide written notification to all employees of the Contractor of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Contractors shall also include in each agreement with lower-tier Contractors, if any, the required whistleblower provisions, as mandated in 48 CFR 52.203-17.

22. If the Contractor advertises or prints brochures, flyers or any other material, printed or otherwise, relating to, or promoting, the services which it is providing through this Contract, it shall acknowledge that said funding for said contract was provided by MDHS through the Southern Mississippi Planning and Development District.

23. The Contractor assures it has the legal authority to apply for and receive the Contract; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body authorizing the Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the Contract and to provide such additional information as may be required.

24. The Contractor shall provide, in a timely manner, written disclosure, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Contract.

25. The Contractor will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

26. The Contractor shall ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968.

27. The Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction Contracts.

28. The Contractor shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration.

29. The Contractor shall comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate

in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

30. The Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

31. The Contractor shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974.

32. The Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1955, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (I) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act.

33. The Contractor shall comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system.

34. The Contractor shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this contract.

35. The Contractor shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this contract.

36. The Contractor shall comply with Federal regulations regarding criteria for cost sharing or matching contributions.

37. The Contractor shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the Contract is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division.

38. The Contractor shall provide the required certification regarding their exclusion status and that of their principal's prior to the Contract in accordance with EOs 12549 and 12689 Debarment and Suspension.

39. The Contractor shall provide certification to comply with the Drug-Free Workplace Act of 1988.

40. The Contractor shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA).

41. The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Exhibit B

Quality Assurance Standards

Mississippi Department of Human Services
Division of Aging and Adult Services

Quality Assurance Standards For The Older Adult Nutrition Program (OANP)

Congregate

Bulk, Emergency
Pre-plated and
Frozen Meals

Revised 2010

QUALITY ASSURANCE STANDARDS FOR CONGREGATE MEALS

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MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
DIVISION OF AGING AND ADULT SERVICES
QUALITY ASSURANCE STANDARDS

CONGREGATE MEALS

A. Definition, Purpose, and Legal Basis

1. Definition - At least one hot or other appropriate meal provided to an eligible person in a congregate setting which (*Older Americans Act of 1965*, as amended *(OAA)*, Section 331(1)):

   a. Is offered at least five or more days a week unless, with documented annual state approval, it is deemed such frequency is not feasible secondary to a rural location;

   b. Can be offered at breakfast, lunch and/ or dinner;

   c. Is identified by a printed menu, signed and dated by the Registered, Licensed Dietitian who created it, which is posted at least two weeks in advance;

   d. Complies with the most recent *Dietary Guidelines for Americans* published by the Secretaries of the United States Department of Health and Human Services and the United States Department of Agriculture (*OAA*, Section 339(1));

   e. Provides a minimum of thirty-three and one-third percent (33⅓%) of the dietary reference intakes (DRIs) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences (*OAA*, Section 339(2)(A));

   f. Is served in a congregate setting opened at a minimum of three (3) hours a day, as defined as locations where individuals can engage in social interaction, or various other activities and services such as rehabilitative and supportive services; which can include adult day care centers and multi-generational meal sites; and

   g. That setting provides nutrition education, nutrition screening and other nutrition services such as nutrition counseling, as appropriate, based on the needs of program participants.

2. Purpose

   a. To reduce hunger and food insecurity;

   b. To promote socialization of older individuals; and

c. To promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

3. **Legal Basis**

a. The legal basis for the operation of the Elderly Nutrition Program is found in the *Older Americans Act of 1965*, as amended *(OAA)*, Title III, Part C; and the *Code of Federal Regulations*, Title 45, Part 1321, as amended (*45 CFR Part 1321*).

b. NSIP - Section 311 authorizes the Nutrition Services Incentive Program known as NSIP, which provides supplemental funding for congregate and home delivered meals served under Title III in the form of cash in lieu of commodity foods to provide incentives for the effective delivery of nutritious meals to older adults, for meals which meet OAA requirements. NSIP funds may only be used for the purchase of United States produced agricultural commodities and other foods.

(1) NSIP funds are no longer under USDA oversight and should not be referred to as a USDA program or USDA reimbursement. (The Consolidated Appropriations Resolution, 2003, Public Law 108-7, amended the OAA to transfer the NSIP from the USDA to the Administration of Aging (AoA) within the Department of Health and Human Services. (Sec.311, OAA 2000)).

(2) The AAA MAY use NSIP funds for food purchases from U.S. sources, or as in the case of vendor-contracted meals at a set price, in general up to 1/3 of the cost of an entire eligible meal including transportation and labor; served to eligible participants.

A meal is required to meet the OAA nutrition requirements stated in Part 1, Section 1 of this document and served to individuals who meet the eligibility requirements stated in Part II, Eligibility, and who is not means tested; and those individuals are provided the opportunity to voluntarily contribute to the cost of service.

(3) The AAA MAY NOT use NSIP funds for the following:

Incomplete meals IF an alternate vendor is NOT used to fill the shortages or complete the meal;
Second meals/helpings served to participants or
Any meals served to guests or staff under 60 years of age or to anyone else who is not an eligible participant, regardless of age or circumstances.
Any means tested programs such as Medicaid waiver and CACFP.

c. Title XIX Medicaid waiver- While a home-delivered meal funded by the Medicaid waiver program does not fall under Title III standards, a client **may not receive a duplication of services** in the form of a meal from both Medicaid waiver and Title III. If a participant qualifies for a meal under Medicaid waiver, this will be the first and only choice for meal funding. If they are not deemed eligible for Medicaid waiver they can be assessed for a meal under Title III. This is effective for both Title III home-delivered and congregate meal service.

d. AAAs are required in their area plans to establish procedures for coordination of services with entities conducting other federal or federally assisted programs for older individuals at the local level, and shall include language addressing how they will prevent duplication of meal service between these two programs and how they will monitor this. (Sec. 306 (42 U.S.C. 3026))

B. Eligibility (*OAA,* Section 307(a)(13)(A) and (I))

Congregate nutrition services shall be available to eligible persons, particularly those in greatest economic and social need, including low-income minority older individuals, older individuals with limited English proficiency and those at nutritional risk.

1. Except when noted in Section (c) below, when eligibility is determined and documented by an active Consumer Information Form (CIF) on file and/or documented in the current state approved client tracking system, congregate meals will be provided to:

   a. Any person 60 years of age or older; and

   b. The spouse of an eligible person, regardless of age (with a notation on the screening form that he/she is the spouse of a 60+ participant), however;

   c. In the event funding is such that there are not enough congregate meal allotments for all persons aged 60 or older who apply, the priority services waiting list guidelines set forth by each AAA will serve to determine services.

2. Provided all the above eligible potential service recipients needs are met, congregate nutrition services MAY be made available to:

   a. Disabled persons*, regardless of age (with a notation on the screening form specifying circumstances), when:

      (1) The disabled person resides in housing facilities occupied primarily by older persons at which congregate nutrition services are provided; or

      (2) The disabled person resides at home with and accompanies an eligible participant to the congregate site; and

   b. Volunteers, regardless of age, who provide meal-related services regularly during meal hours IF his/her having a meal does not deprive an eligible older person from having a meal, they sign the meal sign in sheet and meet the criteria established in Section M. Records.

   * A disability is defined as a mental or physical impairment, or a combination of mental and physical impairment(s), that results in substantial functional limitations in one or more areas of major life activity such as self-care, learning, mobility, capacity for independent living, cognitive functioning, etc.

3. A meal MAY be offered to paid staff members and/or guests of any age *ONLY IF*:

   a. The staff member/guest pays the full cost of the meal; and

   b. An eligible person will not be deprived of a meal.

4. **Termination from the Program** – Each AAA will establish a system delineating the criteria for termination of a participant from the congregate meals program. Once a participant is placed on the program, they cannot be terminated without sufficient rationale. This rationale will be documented on the participant's Consumer Information Form. Recommendation for termination can be made by program staff with approval from the AAA director. This information will be found in the AAA Area Plan, updated annually or as needed.

C. Unit of Service

1. Meals – One meal served to an eligible person is one unit of service. Except as described in Section H, Irregular Situations, Title III C-1 money may not be used for second meals.

2. Nutrition Education - Entered into the current state approved client tracking system, defined as one unit per attendee per session as a nutrition education unit, for required NAPIS reporting.

3. Nutrition Counseling – Entered into the current state approved client tracking system, is defined as one individualized session per participant, and required on NAPIS reporting.

D. Support Activities

1. Nutrition Screening-(OAA, Section 339(2)(J))

   What and When - Nutrition screening is completed on every recipient of the OAA Nutrition Program through the Nutrition Risk Assessment of the Consumer Information Form (CIF) and/or current state approved client tracking system and updated at a minimum annually. The Nutrition Risk Assessment is comprised of the twelve questions in this section. Two scores are derived from the CIF.

   a. A Nutritional Risk Assessment score, with a possibility of 0 to 6 points, indicates the potential for nutritional concerns and risk. Nutrition risk scores are a required field and compiled and filed for the NAPIS report. This score contributes to the Total Consumer score.

   b. The Total Consumer score, which is the sum of all scores on the CIF, will determine participant level of services, including meal service.

   c. A Nutrition Risk Assessment Score of 6 or greater, which is defined as high risk by the OAA, signals the need for further nutrition intervention, such as referral to a medical doctor, or registered dietitian for nutritional assessment and counseling. A diagnosis of diabetes automatically places the participant at high nutritional risk with a score of 6.

2. Nutrition Education (*OAA*, Section 330 (3), 331 (3) (339 (J))

   a. What- Nutrition education is a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health, as it relates to nutrition, information and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a registered dietitian or individual of comparable expertise. In addition, community nutrition resources and services shall be provided.

      When and by Who - Nutrition education shall be provided to participants in a group setting at least quarterly. Nutrition education shall be planned/scheduled by the nutrition coordinator/service provider and presented by a registered dietitian, county extension agent, or other qualified person, using printed material, demonstrations, audio-visual presentations, lectures, and/or small group discussions.

   b. Documentation of the topic, presenter, number of attendees, and date of nutrition education shall be retained at the AAA and may be kept at the site as well; and

   c. Entered into current state approved client tracking system or other form of documentation as one unit per attendee per presentation as a nutrition education unit, for required NAPIS reporting.

   d. Expenses, if any, shall be anticipated and included in the program budget.

3. Nutrition Assessment and Counseling (336, 339 (J)) NOTE: THE ACTIVITIES IN THE FOLLOWING SECTION ARE RECOMMENDED BY THE NEWEST REVISION TO THE OLDER AMERICANS ACT, HOWEVER DUE TO LIMITED FUNDING AND RESOURCES, MAY NOT BE FEASIBLE AT THIS TIME. WHILE THESE ACTIVITIES ARE NOT REQUIRED, DEVELOPMENT IS ENCOURAGED.

a. What and When –

(1) A more specialized activity, which may be included as a component of the nutrition education program. The provision of professional, individualized advice and guidance to individuals who are at nutritional risk because of their health or nutritional history, dietary intake, medications use or chronic illnesses, about options and methods for improving their nutritional status, performed by a Registered Dietitian (RD, LD), working with the individual's physician as appropriate, in accordance with state law and policy.

(2) Participants who are designated at high nutritional risk on the Nutrition Risk Assessment section of the Consumer Information Form (CIF), through scoring a 6 or above, or have a diagnosis of Diabetes Mellitus are candidates for follow-up nutrition assessment and counseling.

(3) Participants at high nutritional risk shall be referred to the appropriate health professional within six months of entry into service.

b. Who and How –

(1) At this time, individual dietary evaluation and counseling for therapeutic needs is not provided directly. Clients needing these services are to be referred to a local hospital, their private physician or registered dietitian. The AAA will assist in making this referral.

(2) As this component of the OAA Nutrition Program is developing, clients may be referred to their individual physician until funding and/or contract services with a Registered Dietitian (RD, LD) are available.

(3) The health care provider may choose to follow-up though his/her office, or refer the participant to a Register Dietitian.

(4) The AAA/service provider may partner with a Registered Dietitian (RD/LD) through the local hospital, medical groups or private contractors.

(5) Participants with a diagnosis of diabetes may be referred to a Registered Dietitian, certified diabetic educator or a local diabetes self-management class.

c. A notation will be made on the CIF and/or the current state approved client tracking system in the notes section, stating to whom the client was referred and the date referred.

4. Social Activities - Games, outings, art appreciation, gardening, crafts, fitness programs, site clubs, etc. shall be demonstrated by a list or calendar of monthly activities.

5. Contributions (*OAA*, Section 307(a)(13)(C)(i)(ii); *45 CFR*, 1321.67) - Participants shall be encouraged and provided an opportunity to contribute voluntarily and confidentially to the cost of the meals for the express purpose of expanding nutrition services. AAAs/service providers may develop and post a suggested contribution schedule for meals, but shall not deny any eligible person a meal if he/she is unable or unwilling to contribute to the cost of the meal service. Minimally, signage noting that donations are accepted and there is a box for cash donations visible in the meal dining area.

   a. Safekeeping and Accountability - Contributions shall be safeguarded against loss, mishandling, or theft. Each congregate site shall have a lock box with a space in the top or other appropriate container into which contributions may be placed confidentially. The container shall be kept locked at all times, except at set times, preferably weekly, when two people shall access the box, count the contributions, and certify the amount. Between meal hours, the container shall be stored in a secure place.

   b. Direct Services Documentation - For those AAAs who provide direct services, site personnel shall purchase a money order or cashier's check, indicate on it the service that generated the income (congregate meals and/or home-delivered meals), and forward it to the AAA/PDD.

   c. Indirect Services Documentation - For those AAAs who provide indirect services, site personnel shall certify the program income, indicate the service from which the income was generated (congregate and/or home-delivered), and forward the income to the service provider who shall, in turn, forward a contribution report to the AAA/PDD.

E. **Location** (*OAA*, Section 307(a)(13)(D))

Congregate nutrition sites shall be located at approved private or public community facilities, and meeting rooms, particularly churches, schools, community centers, and senior centers that meet the following requirements:

1. Are clean and neat and have adequate lighting, heating, cooling, and ventilation;

2. Meet all applicable state and local health, fire, safety, building, zoning, and sanitation laws, ordinances, and codes and have annual inspections by the local fire and *health authorities (with a plan for corrective action if deficiencies are noted).

   Requirements for the safe and sanitary facilities and food handling are described in the 2009 USDA Food Code and the DAAS Food Safety and Sanitation Manual for the Older Americans Act Nutrition Program.

   Current health inspection documentation and fire inspection documentation must be posted at each facility or kept in a secure location at the facility, available on request. It is the responsibility of the AAA to insure that inspections are kept current by calling the inspecting entity to make an appointment for inspection, if it is about to expire. A cost may be incurred for the inspection and program costs should be anticipated.

3. Required Equipment on Site

   a. If bulk meals are served, the site must have a kitchen or approved area for the set-up and dispensing of bulk meals and a three-compartment sink or approved alternative sink set up as specified in The Food Safety and Sanitation Manual for washing, rinsing, and sanitizing utensils.

   b. Congregate sites where frozen meals are stored, reheated/cooked, and served to participants and hot food/bulk, pre-plated sites may need to be reheated must have:

      Freezer(s) with the capacity to hold five (5) days of frozen meals for all participants served from that site(including those for homebound if their meals are not delivered immediately upon receipt from vendor). The frozen meals may be removed from the outer delivery boxes and stacked in the freezer(s) by meal, by day (e.g. all of Monday's together, all of Tuesday's together, etc) to ensure that all congregate participants receive the identical meal on the same day and consume the week's variety of nutrients as planned by the vendor's dietitian. Freezers must contain a freezer/refrigerator thermometer (not a food or oral thermometer) to ensure that a temperature between 0-20 Fahrenheit is maintained at all times. To ensure safety from contamination and /or theft, freezers must remain locked at all times and a designated person responsible for the key.

   c. Oven(s), conventional and/or microwave, for reheating/cooking.

4. Are free of architectural barriers which limit the participation of older persons,

including those with disabilities, to ensure compliance with the *Americans with Disabilities Act of 1990* (ADA) as related to the following:

a. Restrooms shall be adequate and accessible and contain toilet tissue, a soap dispenser (a hand-held, portable one is acceptable), disposable hand towels, and a waste container; and in addition, meet sanitation standards as outlined in the Food Safety and Sanitation manual.

b. Tables and chairs shall be sturdy and appropriate for eligible participants.

5. Have clearly marked exits that are obvious to the observer and have an evacuation plan posted of the room(s) used by the elderly participants. (Example: There could be a drawn diagram of the room(s) with "You are here" marked with an "X" and the exit doors clearly noted.)

6. Have adequate parking space;

7. Are approved by the Area Agency on Aging (AAA) with a completed and approved Site Inspection Report on file with the DAAS prior to opening a new site or relocating an established one; and

8. Will not be closed, temporarily or permanently, without the AAA notifying the DAAS and the vendor two (2) weeks prior, except in an emergency.

F. Access - An eligible person may enter the service system through appropriate referral.

In the event there is a waiting list for congregate meal service, fee-for-service options may be made available.

Fee-For-Service Meals – Meals purchased at full cost by a participant. These meals may not be counted as Title III meals for reporting purposes on NAPIS nor for NSIP purposes. The AAA may make available to individuals who meet the criteria for a congregate meal, and who are to be placed on a waiting list, the option of purchasing a congregate meal. The participant will pay for the full cost of meal until the participant no longer needs the meal and cancels the service; or they reach the top of the waiting list and subsequently stop paying for the meal. This information must be clearly documented on the Consumer Information Form.

G. **Service Delivery**

1. a. State Contract for Meals-Mississippi elects to contract with a sole statewide vendor through means of an open bid RFP process every three years. All meals provided through the Older Adult Nutrition Program must be provided by the vendor.

   b. The exception to this rule is the few adult day care sites which have been grandfathered in to provide self prepared meals. **The AAA must request a waiver annually in the area plan for these programs.**

   No other programs may start a self-preparation site as this weakens the state contract and value pricing. Existing self-preparation sites must meet all food safety and sanitation standards, have minimally an annual health department inspection, score and permit to operate and have a *Servesafe* certified employee present on duty during service and preparations hours. Serving a high-risk population as in elderly day care clients, may warrant a health department inspection three times a year. This determination is left to the discretion of the local health department.

2. Times of Operation - Except for holidays designated by the DAAS, unforeseen emergency situations, or scheduled training, sites shall be open and meals shall be served five (5) days a week, 52 weeks a year, three (3) consecutive hours per day so that participants may eat a leisurely meal, enjoy social contact, and take advantage of supportive services.

   If it is not feasible or cost-effective to provide congregate nutrition service five (5) days a week due to location, lack of participation and/or transportation, etc., the AAA shall request approval annually from the DAAS for the site to be open less than five (5) days.

3. Minimum Meal Numbers - Sites shall serve a minimum average, over a five day period, of twenty (20) total meals (congregate and home-delivered combined) per day. This is a quality issue, and will not affect eligibility of the meal.

   a. Delivering less than twenty meals to a site is not cost effective, nor does the food, whether bulk or pre-plated, retain adequate temperatures to meet Health Code requirements. The vendor is not required to deliver to a site where an average of less than twenty meals are served however they are not restricted from entering into a mutual agreement with the AAA, if so agreed upon.

   b. To serve less than twenty (20) total meals at a site, the AAA shall provide a written justification annually and receive written approval from the DAAS.

   c. In the event a congregate site does not have the required 20 participants, if the rest of the participants are made up of home-delivered meals, there must be a clear documentation trail showing that the home-delivered meals are paid for from Title III, C-2 funds and the congregate meals from C-1.

4. Meal Orders/Meal Order Changes

a. Meal Orders - Site personnel shall encourage participants to use a reservation system to accurately forecast and order meals and keep the number of unserved meals to a minimum. Meal orders shall be placed to the commissary via fax or e-mail (not the phone) by AAA nutrition coordinators/service providers only (not site managers).

Meals ordered and not consumed by an eligible participant, including second meals, may not be paid for with Title III, C-1 funds, except as noted in Section ((H), (1), (d)) below.

b. Meal Order Changes - Meal order changes must be made to the commissary via fax or e-mail only by AAA nutrition coordinators/service providers only (not site managers) no later than 2:00 p.m. on the day before the change is to take effect. The vendor is not expected to honor phone orders/order changes or messages of any kind relayed through drivers.

5. Special Days - Congregate participants may have up to four (4) field trips per year, excluding times when the sites may be closed for an election, training, health fair, or other community activity. For those days when sites will be closed, AAAs/service providers shall order via fax or e-mail shelf-stable meals or picnic lunches for congregate participants at least two (2) weeks prior to the time they will be needed.

6. Portion Control

a. Proper Utensils - Site personnel shall use only the utensils specified in the vendor's daily Site Serving Instructions guide to insure that each participant receives the proper serving size. If a utensil is lost or misplaced, the AAA nutrition coordinator/service provider/site manager shall request a replacement from the commissary office (not the driver) and it shall be sent with the driver the following day or, if it is not in stock at the time, as soon as it is received from the supplier.

b. "Stretching"- Site personnel shall NOT "stretch" food to compensate for vendor shortage(s), unacceptable food items, or unexpected participant "drop ins," but shall use an alternate vendor (see below) to fill such shortages or unacceptable items and document the same.

If it is not feasible to secure food from an alternate vendor, site personnel shall give properly measured meal components to as many participants available food will serve, using the utensils specified in the Site Serving Instructions guide and record the missing meal(s) or meal components as shortages.

c. "Provide versus serve"- site personnel are no longer required to place all items on the plate if a participant requests that they do not receive a food item. Site personnel may provide a serving of all food items to each participant, and shall NOT "skip" giving all meal components to all participants; however, if a participant requests not to be given and/or refuse

to eat a certain food item, the item does not have to be served on the plate. Participants have the right not to eat a meal or part of a meal, but site personnel may not cut back on orders of certain foods or milk or offer extras to another participant until it is refused. The correct amount of food for the number of participants must be ordered and provided.

H. Irregular Situations

1. Extra Meals/Second Meals - Whenever there is an extra congregate meal, it shall be taken to the following, if possible:
   a. A congregate participant too ill* to come to the site; or

   b. An eligible person on the home-delivered waiting list.

   c. Required documentation on the meal log is the name of the participant the meal was given to and social security number, (located on the CIF, which should be completed if the client is on a waiting list).

   *If the congregate person is still ill after two weeks, he/she shall be reassessed for home-delivered service unless there is a doctor's statement indicating that the condition is temporary, in which case the congregate meal will be resumed when he/she returns to the site.

   If it is not feasible to deliver the meal to one of the above, it may be given to:

   d. A congregate participant, as a second helping, with a notation placed by his/her name on the Monthly Client Service Report that it is a second helping. This meal MAY NOT be claimed for Title III nor NSIP reimbursement as a second meal.

   e. Second meals may only be paid for with Title III, C-1 funds if there is available, current documentation, at the site and AAA, designating this person has been assessed as severely underweight by a registered dietitian (RD, LD) or a Medical Doctor and would benefit from extra food. A reassessment by the above mentioned participant must be completed every 6 months to be considered current.

   f. No senior may be denied a meal because another senior is receiving more than one meal.

2. Meal Exchange - While it should not be actively promoted nor become a common practice, it is within the custom of charity and good will to allow, in unusual circumstances, a well congregate participant to freely and temporarily "give up" his/her meal to an especially needy, eligible homebound person on the waiting list. In rare instances when this may be done, the meal shall be so documented. If the congregate person learns of the need and freely chooses to give his/her meal to the needy homebound person after he/she has already signed in at the site, a line should be drawn through his/her name and the name of the homebound person receiving the meal shall be entered on the home-delivered service log.

3. Take-Out Meals - Take-out congregate meals are not allowed. Congregate meals are intended to be eaten at the site and participants or their representatives shall NOT pick up and/or take meals from the site. Because of health, safety, and legal liability

considerations resulting from possible foodborne illnesses, participants should be discouraged from taking *any* food leftover from their own or anyone else's meal from the site and made to understand that doing so is at their own risk.

Exceptions: Cake, cookies, bread, rolls, and fresh fruit MAY be taken from the site to eat later IF they are wrapped (Note: citrus fruit and bananas do not need to be wrapped). Wrapping material shall not be provided by the site, AAA, local service provider, or vendor.

4. Powdered milk - All congregate sites, even those serving frozen meals, should do everything in their power to serve fluid milk, as it has been shown consistently that the reconstituted milk is not being used, nor even being reconstituted. Sanitation concerns are frequently documented in centers that do reconstitute the powdered milk, and the milk is not made sufficiently ahead of time to chill to improve palatability.

   Not consuming the milk does not benefit the nutritional status of the participant, which is a goal of the program.

   a. In the event powdered milk must be used by a site, it first must be offered to the participants daily. It is in violation of the previous guideline to not provide the powdered milk. If it is refused every day in the week, it can then be offered to participants to be taken home as a non-perishable food item on Friday for use in cooking.

   b. If powdered milk is taken home by congregate participants, the site shall provide a biannual nutrition education session on how to use powdered milk in recipes along with a demonstration taste testing and take home recipes.

5. Substitutions -Substitutions shall not arbitrarily be made by the vendor. In extreme and/or rare instances when a change must be made the manager will verify with the vendor dietitian that the substitution meets the nutritional specifications of the original food item(s). The vendor shall notify the State and the AAA Nutrition Coordinators of menu changes via phone, fax, e-mail, or other electronic means, as soon as possible. Documentation of substitutions must be noted on meal tickets by site manager.

I. Alternate Vendor

1. AAA Nutrition Coordinators/service providers/site managers may purchase meals or portions of meals from an alternate meal source to substitute for meals ineligible only in the following situations:

   a. The vendor fails to deliver any meal(s)*, or an entree which is equal in value to an entire meal, or any other portion of the meal(s);
   b. All or any portion of the meal(s) is deemed unacceptable, for any reason(s), including time temperature violations;
   c. Meals are not delivered by 11:15 a.m. and/or according to the specifications in the contract executed by the vendor and the DAAS.

* Frozen Meals Exception - If, after frozen meals have been delivered to recipient homes, it is learned that they lack components or contain unacceptable components, the vendor shall discuss the matter with the AAAs and make the adjustments to the invoice accordingly.

2. Payment - If an alternate meal source is used, the AAA shall pay the alternate meal source(s) or individual who paid for the meals per AAA policies. The AAA will bill the vendor the contract price of the food replaced, less the mileage expense, for picking up food from the alternate meal source.

3. Commencement - The AAA will maintain a list including the complete name(s), mailing address(es), and phone number(s) of prospective alternate meal sources in their site areas to be used when meals or portions of meals need to be replaced. The vendor will be notified when alternate meals have been ordered and the reason.

4. Agreement - The AAA will maintain an agreement with the prospective alternate meal source(s). The AAA Nutrition Coordinator shall send the list to their service providers and/or site managers.

5. Food Substitution -At the beginning of the contract, the vendor shall provide the AAA Nutrition Coordinators/service providers with a food substitution list so that food purchased from an alternate meal source, in the event of default by the vendor, may be of like value to that being replaced.

6. Credit - When an alternate meal source is NOT used to replace vendor shortages, the vendor shall issue a credit to the AAA based on the following allocations:

Food Group	Meal Cost Percentage
Meat/Meat Alternative	100%
Fruit/Salad	15%
Milk	15%
Vegetable	10%
Dessert (other than fruit)	10%
Bread/Bread Alternative	5%
Margarine	2%
Condiments	2%

CACFP reimbursed meals, provided through Adult Day Care Centers may not be credited, all components must be provided for the meal.

7. Alternate Meal Sources - Should alternate meals be obtained, that is, not from the state contract approved meals vendor, the alternate meals must be procured from a licensed food service establishment with a current 'A' rating from the MS State Department of Health, exhibited by a copy on file at the site. A copy of the establishment's health inspection must be obtained before food may be served. This may be obtained from the MS State Department of Health website for all licensed food establishments.

J. Supplies: Ordering, Handling, and Storing

1. AAAs/service providers/site managers shall keep one week's disposable congregate and home-delivered supplies on hand at each site at all times and order necessary supplies from the vendor on the day/time schedule requested by the vendor.

2. If due to storage or delivery limitations, this schedule is not beneficial to both the site and the vendor, an alternative arrangement for supplies is acceptable, if both parties are in agreement.

3. Site personnel shall make every effort to safeguard all supplies from pilferage and/or inappropriate use, such as packing home-delivered meals in congregate supplies or serving congregate meals in home-delivered supplies. The vendor shall maintain an ongoing record of supplies delivered to each site.

4. Supplies shall be commercially packaged for individual use and shall be stored at the site in closed containers on clean shelves above the floor and handled in a way that they are protected from contamination at all times. Supplies may not be stored on the same shelf, below or next to chemicals.

K. Staff -There shall be an adequate number of staff to manage the program's fiscal and administrative responsibilities. Records for documenting in-kind match shall be kept of volunteers' time and activities.

1. Registered Dietitian - The meals program shall be operated under the direction of the DAAS registered and licensed dietitian (RD, LD). Menus and nutritional information is prepared by a registered and licensed dietitian. **NOTE: As expansion of the Title III programs continue including 1) in the area of nutrition assessment of high risk participants, education and nutrition counseling, and 2) chronic disease prevention through health promotion activities including evidence based disease prevention programs, the services of a Registered Dietitian (RD, LD) will become more in demand beyond what has been required before. While not currently a requirement at the local level, contracting with a credentialed nutrition professional on an as needed basis is suggested to meet the growing need for health and nutrition related services. Title III C-1 and D funding may be used for such services as described.

2. Nutrition Coordinator - The AAA nutrition coordinator shall oversee the management and administration of the entire meals program. She/he or the service provider shall determine the supervisory functions of the site managers; plan training in food service safety and sanitation techniques and practices for all site personnel, including volunteers; and consult with the dietitian when desired and as necessary.

3. Site Manager - The site manager shall direct the day-to-day details and logistics of the entire meal program under and according to the supervision of the AAA nutrition coordinator/service provider.

4. Volunteers may be recruited and shall be supervised. Volunteers who handle food, including delivery must adhere to all food safety and sanitation requirements.

5. Delivery Drivers for congregate feeding sites that also serve as distribution points for home-delivered meals, delivery drivers hired by the AAA or service provider must adhere to all standards of food safety.

L. Training

The following training is required; training documentation shall be retained; and sufficient funds shall be budgeted to cover training expenses, if necessary:

1. Personnel Orientation and Inservice - All paid staff and volunteer food service workers shall have orientation training prior to working in the program and at a minimum yearly training. AAA nutrition coordinators/service providers shall plan and schedule the training which shall include, at a minimum, the following:

   a. Nutrition Coordinator/Service Provider - Routine management and administrative procedures, record keeping systems, reporting requirements, program requirements and sanitation and food safety and meal service;

   b. Site Manager –
      (1) Food Safety and Sanitation based on the Food Safety and Sanitation Manual, the Mississippi Food Code 10.0 and Servsafe instruction,
      (2) Meal service, with detailed instruction on congregate meal service requirements, counting and claiming, participant eligibility, and correct food portioning using the Site Serving Instructions guide;
      (3) Site operations;
      (4) Site record keeping;
      (5) Contribution policy and cash reconciliation;
      (6) Community resources;
      (7) Coordinating volunteers; and
      (8) Methods of referrals.

   c. Volunteers - Site procedures and various volunteer activities when they first enter the program and anytime thereafter as deemed necessary by the AAA/ service provider. Specifically, any volunteer which deals with the handling, distribution and/or delivery of meals must receive training on basic food safety and sanitation and meal eligibility.

   d. All Staff - Participant confidentiality; all aspects of food safety and sanitation; and procedures for handling emergencies – medical, fire or disaster, which includes being able to locate participants' emergency contact information and to evacuate participants safely.

   e. Any person who administers a Consumer Information Form must receive training, with documentation retained.

   f. Training is documented via sign-in sheets with date, topic/training title. A training log of employees and volunteers may be kept to compile all employee training in one at-a-glance form. (See appendix).

2. Training Opportunities for Nutrition Coordinators – While not mandatory, the following are opportunities to learn and share regarding the Older Adult Nutrition Program:

a. Quarterly Menu and Nutrition Program Meetings-Attendance at the quarterly menu meetings and the DAAS meetings that follow, as well as any other special meetings called by the DAAS dietitian is encouraged to allow input and discussion from all areas of the state, due to the rapidly changing Title III program.

b. ServeSafe –It is recommended that at least one person under advisement of the AAA, for example, a service provide or site manager, or the Nutrition Coordinator, be ServeSafe certified to act as a resource person and lead trainer due to the importance of food safety and sanitation in the high risk older population we serve.

3. Fire/Evacuation Drills for participants should take place at least once every six months and documentation by sign-in sheets kept at the site and/or sent in to the AAA as designated by the AAA; and

4. Instruction in general first aid, cardiopulmonary resuscitation (CPR), and the Heimlich maneuver is recommended for everyone working with older persons.

M. Records

1. General - Adequate records shall be maintained on each participant to ensure the accuracy and authenticity of the number of eligible congregate participant meals served each day. To the greatest extent possible, all participant information and service records will be recorded in and all forms, sign-in sheets, and records should be drawn from current state approved client tracking system.

   All records and reports shall be made available for audit, assessment, or evaluation on demand by authorized representatives of area, state, and federal agencies. Except for audit purposes, recipient confidentiality shall not be violated and information about or obtained from an individual shall not be disclosed without that individual's written consent. However, the individual shall not be denied services if he refuses to provide written consent.

2. Documents to Reconcile - To determine that congregate persons received meals on certain dates and to assure that the meals paid for were served to eligible persons, the meal numbers on the following documents must reconcile:

   a. Sign-in Sheets- The Daily Service Unit Form, large spacing, printed from the current state approved client tracking system is recommended or a similar form, printed via the AAA's/service providers, affixed with the date and the signature or mark of each person receiving a congregate meal (with the site manager signing and initialing the name of any eligible person who refuses or prefers not to sign, but with no one person signing for the majority of the participants);

   b. Monthly Client Service Reports (also known as "Service Logs") which shall be printed from current state approved client tracking system by the AAAs/service providers and sent to each site manager who shall complete and return it to the AAA/service provider who shall, in turn, reconcile by funding source the number of meals listed on the monthly report to the number of meals paid for;

   c. Meal Tickets; and

   d. Vendor Invoice.

3. Program Information shall include:

   a. All reconciled program documents, including Sign-In Sheets with the signature or mark of each person receiving a congregate meal (see details above);

   b. Waiting List of persons eligible for congregate meal service;

   c. Contribution Policy information provided to participants;

   d. Nutrition Education Documentation listing the topic, presenter, number of attendees, and date;

e. Program Income Records noting the daily/weekly contribution amounts; and

f. Volunteer Records showing that the person is a bonafide volunteer at that site or for that AAA and has received all orientation and annual training, and thus able to receive a meal, paid for with C-1 congregate, after signing the meal sign-in sheet for that day.

4. Participant Information is contained in the Consumer Information Form, which shall:

a. Be completed by trained personnel prior to services being received, and updated annually, either on the anniversary date of the participant's entrance into the system (recommended system) OR at a single point in time, e.g. October, for continuation or termination of meal services with additional assessments made whenever necessary and/or appropriate;

b. Identify eligibility status for services;

c. Contain emergency information such as the elderly person's family or contact person and a record of any special health, medical, or dietary needs, when appropriate;

d. List all services provided to the person in accordance with NAPIS/MIS reporting procedures;

e. All forms with each previous form filed together kept at the AAA, and a copy of the most recent form kept at the site, **or, if the AAA has progressed to a paperless system and all documentation can be located in the client tracking system.**

f. Be entered into current state approved client tracking system within ten days of completion.

N. Reports

1. Site to AAA or Service Provider
On Friday or the last food service day of each week, site managers shall mail/scan to the AAAs the site's delivery tickets and original sign-in sheets for that week, retaining a copy at the site, or by any other written procedure designated by the AAA so that meal count information is entered in to the client tracking system by the current DAAS designated due date.

2. AAA Nutrition Coordinator/Data Entry Person to Client tracking system
By the current DAAS designated due date, AAA nutrition coordinators shall insure meal count and nutrition education units are provided to the data entry person/entered into the client tracking system.

3. Vendor Reports
The vendor will provide to DAAS, in May and November, a Semi-annual Meal Numbers Report; and a Self-assessment Report, which includes the results of client satisfaction surveys administered prior to the second and fourth quarter menu cycles.

4. State Reports
The AAAs shall provide any additional information or reports requested by the DAAS via the current state approved client tracking system. The State nutrition coordinator shall conduct a regular statewide analysis of the nutrition program and the state meal contract vendor from information submitted by the AAAs.

5. Adult Day Care Centers-CACFP
CACFP reports are absolutely due to designated DAAS staff, no later than the date specified on the Reports Due Date Calendar. Failure of one site to submit information may affect filing of the CACFP claim for all Adult Day Care Centers and affect the statewide sponsorship. While mail is acceptable, it must reach the state office by the due date. There may be no late submissions. To avoid delays from the mail, preferably, the AAA/service provider may fax or scan a copy of the report and keep the original on file at the AAA and a copy at the site.

Required documentation is

a. the completed CACFP-4 Cost worksheet

b. Monthly CACFP report page

c. Any food receipts for snacks or additional food items

d. Current roster with changes

O. Credits, Penalties and Reimbursements

1. Vendor Credit

a. The AAA MAY claim vendor credit IF:

(1) The vendor fails to deliver meals or portions of meals or fails to deliver meals by the stated time, or if meals or portions of meals are deemed unacceptable AND

(2) The site manager/service provider/AAA does NOT use an alternate vendor to fill the shortage.

b. The vendor shall credit the AAA according to percentages listed below:

Meat/Meat Alternative	100%
Fruit/Salad	41%
Milk	15%
Vegetable	10%
Dessert (other than fruit)	10%
Bread/Bread Alternative	5%
Margarine	2%
Condiments	2%

2. Penalties to Vendor - After three occurrences per site, at the discretion of the AAA, a penalty is permitted to be imposed upon the vendor, in addition to the cost the AAA bills the vendor for meal replacement.

a. These occurrences reflect the most critical situations when the provider will impose the penalty of $100 per site, in addition to, the delivery cost of substitute meals, including salary, mileage and food purchase. Vendor must credit the Area Agency on Aging in each planning and service area as need arises. These occurrences include:

(1) No meal delivery;

(2) Meals arriving beyond the agreed upon time;

(3) Meal shortages; and,

(4) Sub-standard temperatures at point of delivery and /or unacceptable food quality.

b. The penalty for Congregate Meals will be $100 per site even if an alternate meal source is used.

c. The penalty for Frozen Meals delivered to the site at any time other than the agreed upon designated date will include $100, plus one shelf-stable meal for

each participant, the expense of paying a driver an hourly wage to deliver meals to participants, and vehicle mileage for delivering meals. This amount shall be credited to the AAA.

d. The penalty for Adult Day Care Meals deemed 'not allowed' due to failure of vendor to comply with laws, regulations, and/or guidelines will result in cost of the alternate meals and payment of meals disallowed.

3. CACFP (Child and Adult Care Food Program) Reimbursement - Providers of adult day care services are eligible to receive funds from Mississippi Department of Education based on federally published rates by participating in the State Unit on Aging sponsored program. ADC Providers must

a. Serve a creditable meal;

b. Comply with all program policies and procedures;

c. File a monthly report to the SUA;

d. Maintain a completed and approved application on file for each participant;

e. Attend training given three times a year by the SUA; and

f. Be monitored three times each year by MDHS Division of Monitoring/Program Integrity.

P. Monitoring

1. The Mississippi Department of Health, Division of Sanitation will conduct a site inspection annually to determine food safety and sanitation standards are followed. This is not a pass/fail inspection, however corrective action must be taken and follow up by the inspector will take place within the time period determined by the inspector. A report will be sent to the AAA. While some local health departments may keep up a schedule, it is the responsibility of the AAA or the provider to call for an appointment before an inspection has passed one year.

   The cost for this service, if any, shall be anticipated and included in the program budget.

2. The State Department of Human Services' Office of Monitoring/Program Integrity shall monitor once a year the:

   a. AAA nutrition program;

   b. Food service vendor; and

   c. Shall monitor CACFP sites three times a year.

3. Mississippi Department of Education monitors a percentage of CACFP, for Adult Day Care Programs annually, unannounced.

4. AAA nutrition coordinators are required to monitor each nutrition site annually using the same tools used by Program Integrity, Office of Monitoring. Any findings or concerns shall be followed up on, in person, to insure the required changes have taken place. More frequent site visits are encouraged to provide technical assistance and assist is any revisions that should take place to insure the nutrition program is provided correctly.

   AAA nutrition coordinators should informally monitor or visit the vendor commissary during early morning hours once a year or as often as possible for the benefit of themselves and the overall nutrition program they manage.

5. The vendor conducts a site visit to 75% of all sites yearly including those with hot bulk, preplated and frozen delivery. While monetary penalties are not incurred from these reports, the findings are meant to give the site, service provider and AAA knowledge of problems and potential problems on meal service, food safety and sanitation; as well as health inspections.

EXHIBIT C

CONTRACT NO. 2023-18

Southern Mississippi Planning and Development District
Area Agency on Aging
PROGRAM INCOME POLICY

I. SCOPE AND PURPOSE

The purpose of this document is to transmit the policy regarding program income collection for services rendered with funds administered by the SMPDD Area Agency on Aging and the Division of Aging and Adult Services (herein called "DAAS"). A provision must be made for safeguarding program income contributed by the elderly clients served with aging funds in the most cost effective manner.

II. REQUIREMENTS

A. Each service that is provided in a centralized location must have the following in place:

1. A lock box must be placed in each location where a service is provided which clearly indicates the service that the funds will expand, such as congregate meals, senior center and day care.

2. The box must be kept locked at all times with a space at the top of the box through which contributions can be placed.

3. The staff member who has access to the lock box on a daily basis should not have access to the key. The key should be maintained by a second staff member. A set time should be established, at least weekly, for the box to be accessed by both staff members and program income counted, and the amount certified by both staff members.

4. Program income generated must be deposited on the same day that the lock box is opened. The form that is used by the two staff members to certify the amount of program income generated should then be attached to the copy of the bank deposit slip and forwarded to the appropriate fiscal officer to account for the funds. The bank deposit slip should clearly indicate the service that generated the program income.

B. A mechanism must be in place to allow participants to contribute program income for each service funded through funds administered by the AAA and DAAS. When the service is not provided in a centralized location, a plan must be developed by each provider for soliciting and safeguarding

program income contributions. Examples of these services include homemaker, respite, home delivered meals, etc.

C. Program income must be expended first, prior to the expenditures of federal, state or local cash. Program income must be used to expand the service that generated the funds.

D. The purchase of lock boxes for safeguarding program income is allowable. The cost should be charged to the service where the box will be used. For instance, a lock box purchased for a congregate meals site should be charged to the congregate meals project management funds.

E. Program income generated by the nutrition program must be applied to the cost of the meal and will not be budgeted for the project management. Procedures for submittal of nutrition program income will be established with each individual provider.

F. Contractor should develop a suggested contribution schedule for services. In developing such a schedule, contractor must consider the income ranges for older persons in the community. Means tests may not be used.

G. No older person will be denied a service because the older person will not or cannot contribute to the cost of the service.

III. EFFECTIVE DATE

This policy is effective immediately and shall remain in effect until modified or replaced by the Southern Mississippi Planning and Development District Area Agency on Aging.

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 PROFESSIONAL LEGAL SERVICES AGREEMENT WITH LEE RUSSELL, ESQ., OF RUSSELL LAW FIRM, PLLC, TO PROVIDE PUBLIC DEFENDER SERVICES IN THE GULFPORT MUNICIPAL COURT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation organized and existing according to the laws of the State of Mississippi and governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport recognizes its responsibilities under the laws of the State of Mississippi to provide legal counsel to indigent persons charged with potential loss of liberty offenses under State Law and its municipal ordinances; and

WHEREAS, due to the previous volume of cases assigned to a rotation of appointed public defenders, the Municipal Court Administrator for the Gulfport Municipal Court, pursuant to Miss. Code Ann. Sec. 21-23-7, as amended, recommended, and the Governing Authority previously authorized the appointment of an appointed Public Defender to represent indigent defendants charged in the Gulfport Municipal Court; and

WHEREAS, the Municipal Court Administrator has evaluated the current number of cases qualifying for this representation and has recommended to the Governing Authority to retain the services of an appointed Public Defender; and

WHEREAS, Lee Russell, Esq., of the law firm of Russell Law Firm, PLLC, is an attorney licensed by the Mississippi Bar, with offices located in Gulfport, Mississippi, has experience in the field of criminal defense and desires to represent indigent clients in the Gulfport Municipal Court and the Governing Authority believes his appointment to be in the best interest of the City.

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 Professional Services Contract be and it is hereby approved in substantially the same form as is found in **Exhibit "A"** to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, 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 **F. B. "RUSTY" WALKER, PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2022.

APPROVED:

_____

BILLY HEWES, MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

PROFESSIONAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ("Agreement") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein "the City"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **LEE RUSSELL, ESQ**., Russell Law Firm, PLLC., having an address of 1231 28th Street, Gulfport, Mississippi 39501-6203 (herein "Russell" or "the Attorney") for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, under the laws of the State of Mississippi and under certain circumstances, the City of Gulfport provides legal counsel to indigent persons charged with potential criminal offenses; and

WHEREAS, the Municipal Court Administrator, pursuant to Miss. Code Ann. § 21-23-7, as amended, has recommended, and the Governing Authority has previously found it in the best interest of the City to retain the services of an appointed Public Defender to represent indigent defendants charged in the Gulfport Municipal Court, under the terms and conditions set forth herein and in accordance with appointment by Municipal Court Judges and any governing legal and ethical rules and responsibilities; and

WHEREAS, the Attorney is an experienced attorney in the area of Criminal Defense and licensed by the Mississippi Bar Association, with offices located at Anderson & Orozco, PLLC., having an address of 1617 25th Avenue, Gulfport, Mississippi 39501, and desires to represent indigent clients and to appear on their behalf in the Gulfport Municipal Court.

NOW THEREFORE, for good and valuable consideration as herein provided, Attorney agrees to perform professional legal services according to the following conditions, terms, and provisions, to-wit:

1. **Scope of Work**. The Attorney shall, in a satisfactory and proper manner, under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide legal counsel and representation to assigned indigent or otherwise eligible defendants charged with qualifying, non-felony criminal violations by the City of Gulfport. The eligibility for this service shall be determined and assigned by the Gulfport Municipal Court/Judicial System and such engagement shall commence upon appointment by

the Municipal Court. The Attorney shall represent the aforementioned defendants in a professional manner that conforms to high and ethical standards of the legal profession in the community and in the State of Mississippi. The Attorney shall decline to be involved in any case to which he is appointed as "Public Defender" in which a conflict of interest or ethical problem is known to exist or any case in which the Attorney deems that he is not qualified. The Attorney's representation of indigent defendants under this Agreement shall further at all times comply with the Mississippi Rules of Professional Conduct or any similar code of ethics to which Mississippi attorneys may be subject.

2. **Manner of Service**. Services provided by Attorney pursuant to or in accordance with this Agreement shall be performed in a prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America. Services to be provided by the Attorney, insofar as applicable and necessary in any given case, shall include, but not be limited to, counseling, investigation, preparation of pleadings, motions, memoranda, and court papers, attendance and representation at hearings and trials, preparation, submission, and argument involving pre- and post-trial motions, defense pre-sentence reports, and such other services as would normally be provided by competent private counsel. Attorney acknowledges and agrees to adhere to and comply with any and all requirements, standards, and policies associated with the provision of services during arraignments at any jail or detention facility, whether by way of video conferencing or otherwise, with such requirements, standards, and policies to include, but not be limited to, those imposed by the Mississippi Bar and all applicable state and federal courts. Attorney shall provide services in accordance with a reasonable schedule as may be set by the Court by way of the Court Administrator or designee and to be based on the needs of the Court. Attorney shall keep sufficient office hours within the corporate limits of the City, including a local telephone number or otherwise toll-free telephone number, so that indigent defendants are not required to travel outside the City limits or incur long distance telephone charges in order to consult with Attorney as necessary in preparation or presentation of their defense.

3. **Compensation**. The City of Gulfport shall pay the Attorney a monthly sum of Four Thousand, One Hundred Sixty Seven and no/100 ($4,167.00) dollars for services provided during the Term of this Agreement, which shall constitute payment for services rendered for the preceding month of each payment made. Such monthly payments shall be due to Attorney on or by the last day of the month in which performance commences and on or by the last day of each succeeding month during the term of this Agreement; provided, however, that upon any termination of this Agreement prior to the end of the Term, the final payment, which may be pro-rated if the termination date is not on the last day of a month, shall be paid to Attorney in two (2) equal installments, one-half on or by the last day of the month in which termination is to occur or did occur and one-half on or by the last day of the immediately succeeding month. Attorney agrees to submit an invoice to the City on forms approved by the City for compensation in accordance with the Agreement terms set forth herein or as otherwise required by the City. There shall be no maximum amount of cases identified as eligible; however, the Attorney and the Court Administrator for the Gulfport Municipal Court shall work together to make sure that the Attorney is not overburdened in the number of assigned cases. When the Attorney is appointed by the Court pursuant to this Agreement to represent an individual in a criminal case, Attorney shall not receive any fee or expense for representation of that individual in that case except as provided for under this Agreement. Other than compensation for services as specifically set

forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement.

4. **Term of Service**. The term of this Agreement shall be for the term October 1, 2022, and thru September 30, 2023, ("Term") unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for an additional twelve (12) month period subject to approval by the City's Governing Authority.

5. **Non-Exclusive Contract**. This is a non-exclusive contract as to each party hereto, and each party retains the right at any time to contract with another attorney or entity, including another governmental entity, where such engagement shall not result in a conflict of interest or other ethical conflict.

6. **Termination**. (a) *For convenience*. Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to the immediately-preceding provision, the Attorney agrees to complete all assigned cases to final disposition unless such completion would violate the Mississippi Rules of Professional Conduct or prescribed law or the case is re-assigned. In addition, this Agreement terminates automatically and immediately upon the Attorney ceasing be in good standing with the Mississippi Bar Association, whether by suspension, disbarment, or otherwise. The Attorney shall notify the City in writing immediately of any change in standing as a member of the Mississippi Bar Association or any other Bar Association. (b) *For default*. Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

7. **Waiver; Remedies**. (a) Failure to enforce any provision of this Agreement in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this contract and each provision hereof. To the extent allowable by law, and subject to any state and federal law immunities, each party agrees to indemnify the other against any loss or damages resulting from an event of default not cured as provided herein. (b) If any party is required to obtain or utilize the services of an attorney to enforce any provision of this Agreement for failure to cure any default as herein provided, then the party in default shall be liable for the other party's reasonable attorney's fees and costs of litigation.

8. **Independent Contractor; Professional Services Contract; Materials, Equipment., and Resources.** (a) Attorney certifies that they shall be licensed, certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and Attorney agrees to notify City immediately if any of their members licenses are terminated or suspended or their credentials change so as to limit their professional qualifications, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which the Attorney shall at all times be acting as and considered an <u>independent contractor</u> with the City and not an employee of the City. The Attorney shall have

no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) The Attorney agrees that they have secured or will secure at their own expense, all persons, employees, equipment, and other resources required to perform the services contemplated and required under this Agreement.

9. **Taxes**. City and the Attorney acknowledge and agree that the Attorney will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by the Attorney from City under this Agreement.

10. **Compliance with Legal Obligations; Communication**. The Attorney agrees that, in rendering services to assigned indigent defendants under this Agreement, they shall comply with all legal requirements of any kind. The Attorney shall further comply with all federal, state, and local laws. The Attorney shall also make provision for prompt and effective communication with clients in cases undertaken pursuant to this Agreement. Such provision shall ensure that clients are able to have reasonable access to the Attorney by telephone from detention facilities.

11. **Record Retention**. The Attorney represents they will maintain files related to this Agreement, which in the sole professional judgment of the Attorney, they determine are necessary. After the representation ends, or a file is closed, the Attorney will maintain or destroy the files in accordance with any legal and ethical laws, obligations, or requirements. This Agreement does not limit the Attorney's other legal and ethical obligations to preserve client property and retain client files.

12. **Identification of Conflicts of Interest**. Upon assignment of a new client, the Attorney will make reasonable and diligent efforts to obtain and review relevant court documents and other discovery materials to determine if any potential conflicts of interest exist in the case. Record-keeping systems will be maintained which facilitate the early and efficient identification of conflicts of interest.

13. **Insurance; Defense of Claims**. Attorney agrees to carry and maintain professional liability insurance covering all services to be performed pursuant to this Agreement (including errors and omissions coverage) in an amount of not less than $250,000 per claim and $1,000,000 per occurrence and to provide to the City a certificate of insurance prior to the commencement date of this Agreement and to notify the City immediately if such insurance is cancelled, suspended, or expires during the term of this Agreement for any reason. Attorney covenants and agrees to indemnity and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney,

the Attorney hereby covenants and agrees to assume the defense thereof and to defend the same at the Attorney's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. **Confidentiality**. The Attorney agrees to keep confidential and not use or disclose, except in furtherance of the purposes of this representation of indigent defendants, any confidential information that the Attorney may acquire during the term of, and in the course of, or as a result of, his representation of those indigent defendants Attorney is assigned to represent.

15. **Notices**. Official notice to the Attorney shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the Mayor, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39501 with copies to the City Attorney at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

16. **Severability**. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, City and the Attorney acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement. The captions/titles have no effect or meaning other than as headings to identify the paragraphs.

17. **Governing Law**. City and the Attorney acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

18. **Entire Agreement and Amendments**. This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the City and the Attorney.

19. **Successors**. This Agreement shall inure to the benefit of and may be enforced by the City, its successors and assigns, and shall be binding upon the Attorney, its executors, administrators, heirs, and other successors in interest. The Attorney's rights and obligations under this Agreement are not assignable.

20. **Official Approval of Contract**. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the City and signed by the Mayor and also signed by the Attorney.

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

LEE RUSSELL, ESQ.

Russell Law Firm, PLLC
1231 28th Sreet
Gulfport, Mississippi 39501

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF GULFPORT
Post Office Box 1780
Gulfport, Mississippi 39502-1780

By:_____

Printed Name:_____

Title:_____

Date:_____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2022, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL TO APPROVE PROFESSIONAL SERVICE AGREEMENT WITH CHARLES E. BODIE, JR., TO SERVE AS VIDEO AND DISCOVERY CLERK IN SUPPORT OF THE PROSECUTOR'S OFFICE AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport is in need of assistance with review and redaction of video evidence and other legal and prosecutorial services; and

WHEREAS, under the proposed agreement (Exhibit "A"), this appointed position would serve thru September 30, 2023, with no maximum number of assigned cases, for an hourly rate; and

WHEREAS, Bodie has experience in the field of information and surveillance systems along with the requisite software and systems education.

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 Professional Services Agreement with Charles E. Bodie, Jr., be and it is hereby approved in substantially the same form as is found in **Exhibit "A"** to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, 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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI (herein** the "City"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **CHARLES E. BODIE, JR.,** having an address of 616 Anniston Avenue Gulfport, Mississippi 39507 (herein "Bodie") for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport is in need of assistance with review and redaction of video evidence and other legal and prosecutorial services; and

WHEREAS, Bodie is has experience in the field of information and surveillance systems along with the requisite software and systems education.

NOW THEREFORE, for good and valuable consideration as herein provided, Bodie agrees to perform professional services according to the following conditions, terms, and provisions, to-wit:

1 . Scope of Work. Bodie shall, in a satisfactory and proper manner, and under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, perform video review, redaction and other legal support services for the City of Gulfport as part-time discovery clerk in support of the Gulfport Prosecutor's Office.

2. Manner of Service. Services provided by Bodie pursuant to or in accordance with this Agreement shall be performed in a professional, prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America and conform to high and ethical standards in the community and in the State of Mississippi. Services to be provided by Bodie, insofar as applicable and necessary in any given case or assignment, shall include, video review and redaction, discovery complication and transmission, and other associated tasks as assigned by the City Prosecutor as needed.

3. Compensation. During the term of this Agreement, the City shall compensate Bodie at the hourly rate of $25.00 per hour not to exceed of $25,000.00 per annum. It is specifically understood that no travel expenses or billable time shall be charged or incurred for travel time to and from wherever Bodie is located and the City Prosecutor's Office, Gulfport Municipal Court, the Harrison County Courthouse, or any other courthouse and that the only compensation Bodie will receive from the City is for actual time worked for services provided by Bodie to the City under this Agreement. Bodie shall submit detailed billing statements to the City in accordance with the terms of the Agreement set forth herein or as otherwise required by the City and shall submit the same via electronic mail to the City Attorney and his Office Manager (jbruni@gulfport-ms.gov and jmjones@gulfport-ms.gov or other such e-mail addresses as may, from time to time, be provided,

in writing, to Bodie) with copy to the City Prosecutor (dstough@gulfport-ms.gov or other such e-mail address as may, from time to time, be provided, in writing, to Bodie) by 5:00 p.m. on the first Monday of each month during the duration of this Agreement. The City shall pay Bodie within thirty (30) days of the City's receipt of detailed billing invoices submitted by Bodie. There is no guarantee of cases or work to be assigned to Bodie under this Agreement and, therefore, there is no minimum or maximum number of cases or amount of work to be assigned to her. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement.

4. **Term of Service.** The term of this Agreement shall be for the period commencing October 1, 2022, and expiring on September 30, 2023, ("Term") unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for an additional twelve (12) month period subject to approval by the City's Governing Authority.

5. **Non-Exclusive Contract.** This is a non-exclusive contract as to each party hereto, and each party retains the right at any time to contract with other persons or entities, including another governmental entity, where such engagement shall not result in a conflict of interest or other ethical conflict.

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to the immediately-preceding provision, Bodie agrees to complete all assigned cases or matters to final disposition unless such completion would violate the prescribed law or the case is re-assigned. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

7. **Waiver; Remedies**. (a) Failure to enforce any provision of this Agreement in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this contract and each provision hereof. To the extent allowable by law, and subject to any state and federal law immunities, each party agrees to indemnify the other against any loss or damages resulting from an event of default not cured as provided herein. (b) If any party is required to obtain or utilize the services of an attorney to enforce any provision of this Agreement for failure to cure any default as herein provided, then the party in default shall be liable for the other party's reasonable attorney's fees and costs of litigation.

8. **Independent Contractor; Professional Services Contract; Materials, Equipment, and Resources.** (a) Bodie certifies that he is certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and he agrees to notify City immediately if his credentials change so as to limit his professional qualifications, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which Bodie shall at all times be acting as and considered an independent contractor with the City and not an employee of the City or any of the City's employees, servants, agents, or representatives. Bodie shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) Bodie will perform all of his work in an office provided by

the City in the Municipal Court building, the City shall provide him with a computer, monitor, scanner and other electronic equipment as may be required to be connected to and worked thru the City's network.

9. **Taxes.** City and Bodie acknowledge and agree that Bodie will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by Bodie from City under this Agreement.

10. Compliance with Legal Obligations. Bodie agrees that, in rendering services under this Agreement, he shall comply with all federal, state, and local laws.

11. Records. It is understood and acknowledged that all documents used by Bodie in his provision of services under this Agreement shall become the property of the Office of City Prosecutor and shall be kept and maintained in the Office of the City Prosecutor.

12. Identification of Conflicts of Interest. Upon assignment of a case or matter under this Agreement, Bodie will make reasonable and diligent efforts to obtain and review relevant court documents and other materials reasonably available in connection with the case or matter to determine if any potential conflicts of interest exist in the case or matter concerning his involvement or provision of services for the City in connection with the same.

13. **Insurance; Defense of Claims.** Bodie covenants and agrees to indemnity and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of Bodie or anyone acting for, on behalf of, or at the direction of Bodie in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by Bodie or anyone acting for, on behalf of, or at the direction of Bodie, Bodie hereby covenants and agrees to assume the defense thereof and to defend the same at the Bodie's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. Confidentiality. Bodie agrees to keep confidential and not use or disclose, except in furtherance of the purposes of the services called for under this Agreement, any confidential information that Bodie may acquire during the term of, and in the course of, or as a result of, the provision of services that he provides under this Agreement.

15. Notices. Official notice to Bodie shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the City Attorney, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39501 with copy to the City Prosecutor at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

16. Severability. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, City and Bodie acknowledge and agree that such unenforceability or invalidity

shall not affect the enforceability or validity of the remainder of the Agreement. The captions/titles have no effect or meaning other than as headings to identify the paragraphs.

17. Governing Law. City and Bodie acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

18. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the City and Bodie.

19. Successors. This Agreement shall inure to the benefit of and may be enforced by the City, its successors and assigns, and shall be binding upon Bodie, his executors, administrators, heirs, and other successors in interest. Bodie's rights and obligations under this Agreement are not assignable.

20. Official Approval of Contract. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the City and signed by the Mayor and Bodie.

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

Charles E. Bodie, Jr.
616 Anniston Avenue
Gulfport, Mississippi 39507

By: _____

Date: _____

CITY OF GULFPORT
Post Office Box 1780
Gulfport, Mississippi 39502-1780

By: _____

Printed Name: _____

Title: _____

Date: _____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH NORMAN "PAT" POPE TO SERVE AS A DOMESTIC VIOLENCE INVESTIGATOR, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport employs a full-time City Prosecutor who serves as Administrator of the City Prosecutor's Office in the City's Legal Department and employs a part-time "domestic violence prosecutor" who focuses on prosecution of domestic violence cases and whose work is funded by a Violence Against Women Act (VAWA) grant; and

WHEREAS, also funded by a VAWA grant is a part-time position of "domestic violence investigator"; and

WHEREAS, retired police officer Norman "Pat" Pope has 35+ years of experience with the Gulfport Police Department, 24 of those years in the Detective Division of the Police Department, has previously served as "domestic violence investigator" for the City of Gulfport and desires to continue to contract with the City to perform the work of the part-time "domestic violence investigator" pursuant to the terms of the proposed Professional Services Agreement attached hereto as Exhibit "A"; and

WHEREAS, under the proposed agreement (Exhibit "A" hereto), this appointed position would continue to be compensated at a stipulated hourly rate based on an as needed basis, not to exceed a stated number of hours per week.

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 Professional Services Agreement between the City of Gulfport and Norman "Pat" Pope be and it is hereby approved, contingent upon funding being approved, in substantially the same form as is found in Exhibit "A" to this resolution and at the contractual amount as is approved by the funding source, which may ultimately be less than is found in Exhibit "A" to this resolution, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

AYES **NAYS** **ABSENT**

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein the "City"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **NORMAN "PAT" POPE,** having an address of 22080 Houston Ladner Road, Saucier, Mississippi 39574 for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport is in need of personnel to investigate persons alleged to have committed crimes involving domestic violence that originate in the Gulfport Municipal Court to assist with domestic violence prosecutorial work in the City Prosecutor's Office; and

WHEREAS, the City is the recipient of a Stop Violence Against Women Act ("VAWA") Grant which has previously funded the position of a domestic violence investigator for the City of Gulfport in cases originating before the Gulfport Municipal Court and which has funded a part-time Assistant City Prosecutor who is independently contracted to assist with domestic violence prosecutorial work in the City Prosecutor's Office; and

WHEREAS, Pope is an experienced investigator, having previously served with the Gulfport Police Department for 36 years, 24 of those years in the Detective Division; and

WHEREAS, Pope served in this same or similar contractual capacity with the City during the July 2018 to June 2019 time period.

NOW THEREFORE, for good and valuable consideration as herein provided, Pope agrees to perform professional legal services according to the following conditions, terms, and provisions, to-wit:

1 . Scope of Work. Pope, to include all of his employees and contractors, (collectively and generally referred to herein as "Pope") shall, in a satisfactory and proper manner, and under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide investigatory and other services for the City of Gulfport, which shall consist of, among other things the investigation of criminal charges and allegations involving or related to domestic violence and which originate in the Gulfport Municipal Court or are in violation of any domestic violence –related local, state, or federal law, as assigned by the City Prosecutor or City Attorney or their representatives. Pope shall decline to be involved in any case or matter to which he is assigned in which a conflict of interest or ethical problem is known to exist or any case in which Pope deems that he is not qualified. Pope agrees to abide by any and all provisions, requirements, obligations and other duties and regulations as may be imposed by any grant that may fund the City's ability to obtain and pay for domestic violence investigatory services and

Pope acknowledges receipt of and knowledge of the grant documents and requirements associated with the VOCA Grant award to the City for 2019-2020 and the VAWA Grant award to the City for 2019-2020 and the objectives, intended outcomes, and goals associated with these Grant awards.

2. Manner of Service. Services provided by Pope pursuant to or in accordance with this Agreement shall be performed in a professional, prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America and conform to high and ethical standards in the community and in the State of Mississippi. Services to be provided by Pope, insofar as applicable and necessary in any given case or assignment, shall include, but not be limited to, counseling, investigation, coordination with the City Prosecutor and/or the domestic violence prosecutor and any domestic violence victim advocate, attendance at hearings and trials, and such other services as would normally be provided by a domestic violence investigator related to the prosecution of cases or criminal or quasi-criminal charges. It is understood and agreed to herein that Pope shall effectively be "on call" and be expected to provide needed services to the City under this Agreement at any time of the day or night no matter the circumstance, weather, day of the week, or occasion. Pope shall keep and maintain during the term of this Agreement a local telephone number or otherwise toll-free telephone number (that is accessible at any time of any day) so that staff of the City Prosecutor's Office and the City Attorney's Office or representatives thereof as well as of the Gulfport Municipal Court and other City officials and employees may reasonably and expediently be able to communicate with him.

3. Compensation. During the term of this Agreement, the City shall compensate Pope at the hourly rate of $28.85 per hour, not to exceed twenty (20) hours per calendar week. It is specifically understood that no travel expenses or billable time shall be charged or incurred for travel time to and from wherever Pope is located and the City Prosecutor's Office, Gulfport Municipal Court, the Harrison County Courthouse, or any other courthouse or any other structure, premises, or facility associated with the course or scope of services herein and that the only compensation Pope will receive from the City is for actual time worked for services provided by Pope to the City under this Agreement. Pope shall submit detailed billing statements to the City in accordance with the terms of the Agreement set forth herein or as otherwise required by the City and shall submit the same via electronic mail to the City Attorney and his Office Manager (jbruni@gulfport-ms.gov and jmjones@gulfport-ms.gov or other such e-mail addresses as may, from time to time, be provided, in writing to Attorney) with copy to the City Prosecutor (lwilson@gulfport-ms.gov or other such e-mail address as may, from time to time, be provided, in writing, to Pope)) by 5:00 p.m. on the last week day (non-holiday) of each month during the duration of this Agreement. The City shall pay Pope within thirty (30) days of the City's receipt of detailed and approved billing invoices submitted by Pope. There is no guarantee of cases or work to be assigned to Pope under this Agreement and, therefore, there is no minimum or maximum number of cases or amount of work to be assigned to him. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement.

4. **Term of Service.** The term of this Agreement shall commence October 1, 2022, and expire on September 30, 2022, ("Term") unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for subsequent twelve (12) month periods subject to availability of the VAWA grant and approval by the City's Governing Authority.

5. **Non-Exclusive Contract.** This is a non-exclusive contract as to each party hereto, and each party retains the right at any time to contract with other persons or entities, including another governmental entity, where such engagement shall not result in a conflict of interest or other ethical conflict. It is agreed and understood, however, that prior to Pope contracting with other persons or entities to provide similar type services set forth in this Agreement or any of its attachments, Pope shall notify the City of such anticipated work or provision of services before commencement thereof, with

such notification to occur reasonably well in advance of the occurrence of such work or provision of services.

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to this provision, Pope agrees to complete all assigned cases or matters and those previously undertaken or being handled by Pope to final disposition unless such completion would violate the prescribed law or the case or matter is re-assigned or as otherwise agreed to by the City Attorney. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

7. **Waiver; Remedies**. (a) Failure to enforce any provision of this Agreement in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this contract and each provision hereof. To the extent allowable by law, and subject to any state and federal law immunities, each party agrees to indemnify the other against any loss or damages resulting from an event of default not cured as provided herein. (b) If any party is required to obtain or utilize the services of an attorney to enforce any provision of this Agreement for failure to cure any default as herein provided, then the party in default shall be liable for the other party's reasonable attorney's fees and costs of litigation.

8. **Independent Contractor; Professional Services Contract; Materials, Equipment, and Resources.** (a) Pope certifies that he shall be licensed, certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and he agrees to notify City immediately if his license(s) and/or certification, if any, are terminated or suspended or his credentials change so as to limit his professional qualifications, which shall be grounds for immediate cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder, without requirement of provision of any advance notice to Pope. (b) This is a professional services contract in which Pope shall at all times be acting as and considered an <u>independent contractor</u> with the City and not an employee of the City or any of the City's employees, servants, agents, or representatives. Pope shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) Pope agrees that he has secured or will secure at his own expense, all persons, employees, equipment, and other resources required or otherwise deemed by him to be necessary to perform the services contemplated and/or required under this Agreement. Pope acknowledges and agrees that he alone controls the method and means by which he (and his employees, agents, and resources) provides services and the manner in which he (and his employees, agents, and resources) carries out these services under this Agreement. (d) It is understood that Pope is being contracted herewith to provide services to the City but that on occasion Pope may utilize his employees or contractors to perform some of the obligations, duties, or requirements of this Agreement. In such circumstances, Pope agrees that employees and/or contractors utilized by him will be as equally qualified as him and with comparable professional qualifications, licenses, and certifications in the field or fields set forth in this Agreement. Should Pope utilize employees and/or contractors to perform any of the duties or obligations under this Agreement, he

shall provide the full names, residential addresses, and a list of such persons' qualifications, licenses, and certifications to the City in advance of such performance. Pope further certifies that all employees and contractors that he shall utilize in the performance of this Agreement shall, like him, not have been convicted of a felony recognized by any federal or state law and shall not have been previously convicted of any crime of violence or domestic violence.

9. **Taxes.** City and Pope acknowledge and agree that Pope will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by Pope from City under this Agreement.

10. Compliance with Legal Obligations. Pope agrees that, in rendering services under this Agreement, he shall comply with all federal, state, and local laws.

11. Records. It is understood and acknowledged that all documents used by Pope in his provision of services under this Agreement shall become the property of the Office of City Prosecutor and shall be kept and maintained in the Office of the City Prosecutor. This Agreement does not limit Pope's other legal and/or ethical obligations to preserve files and records and the confidentiality thereof.

12. Identification of Conflicts of Interest. Upon assignment of a case or matter under this Agreement, Pope will make reasonable and diligent efforts to obtain and review relevant court documents and other materials reasonably available in connection with the case or matter to determine if any potential conflicts of interest exist in the case or matter concerning his involvement or provision of services for the City in connection with the same.

13. **Insurance; Defense of Claims.** Pope agrees to carry and maintain professional liability insurance covering all services to be performed pursuant to this Agreement (including errors and omissions coverage) in an amount of not less than $250,000 per claim and $1,000,000 per occurrence and to provide to the City a certificate of insurance prior to the commencement date of this Agreement and to notify the City immediately if such insurance is cancelled, suspended, or expires during the term of this Agreement for any reason. Pope covenants and agrees to indemnity and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of Pope or anyone acting for, on behalf of, or at the direction of Pope in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by Pope or anyone acting for, on behalf of, or at the direction of Pope, Pope hereby covenants and agrees to assume the defense thereof and to defend the same at Pope's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. Confidentiality. Pope agrees to keep confidential and not use or disclose, except in furtherance of the purposes of the services called for under this Agreement, any confidential information that Pope may acquire during the term of, and in the course of, or as a result of, the provision of services that he provides under this Agreement.

15. Notices. Official notice to Pope shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the City Attorney, City of Gulfport, 2220 15th Street, Gulfport, Mississippi 39501 with copy to the City Prosecutor at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

16. Severability. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, City and Pope acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement. The captions/titles have no effect or meaning other than as headings to identify the paragraphs.

17. Governing Law. City and Pope acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

18. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the City and Pope.

19. Successors. This Agreement shall inure to the benefit of and may be enforced by the City, its successors and assigns, and shall be binding upon Pope, his executors, administrators, heirs, and other successors in interest. Pope's rights and obligations under this Agreement are not assignable.

20. Communication; Reports. Pope shall make provision for prompt and effective communication with the City, through appropriate officials within the Office of the City Attorney and/or the City Prosecutor, with respect to all work and services undertaken pursuant to this Agreement. It is further acknowledged and agreed that by 5:00 p.m. on each Friday of every week during the Term of this Agreement Pope shall provide the City, through submission to the City Attorney or his designated representative, detailed written reports setting forth and adequately describing services and work provided by Pope under this Agreement for the prior day or days when services and work were provided, the dates when such services and work were provided, and the time devoted by Pope in the provision of such services and work, and which were not within the scope of an earlier such report provided to the City. Pope shall further provide the City, through similar submission to the City Attorney or his designated representative, any and all records, information, and reports that may be required by the administrator or source of the VOCA Grant and/or VAWA Grant referenced or described herein, or any audit or law or regulation related or applicable to or governing such grants, or otherwise requested from Pope by the City in association with or related to this Agreement.

21. Official Approval of Contract. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the City and signed by the Mayor and Pope.

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

NORMAN POPE
22080 Houston Ladner Road
Saucier, Mississippi 39574

By: _____

Date: _____

CITY OF GULFPORT
Post Office Box 1780
Gulfport, Mississippi 39502-1780

By: _____

Printed Name: _____

Title: Mayor_____

Date: _____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AMENDMENTS TO AND EXTENSION OF PROFESSIONAL SERVICES AGREEMENT WITH RIVERS PSYCHOTHERAPY SERVICES, PLLC TO PROVIDE DOMESTIC VIOLENCE VICTIMS ADVOCATE SERVICES, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by a Mayor-Council form of government; and

WHEREAS, the City of Gulfport employs a full-time City Prosecutor who serves as Administrator of the City Prosecutor's Office in the City's Legal Department and which Office also is involved in the prosecution of domestic violence cases in the Gulfport Municipal Court; and

WHEREAS, in support of victims of domestic violence, the City also utilizes the services of a contractor to serve as a "domestic violence victims advocate" and to provide such services in this capacity, which services are funded in part by a Victims of Crime Act ("VOCA") grant; and

WHEREAS, on August 3, 2021, the City's Governing Authority approved entering into a contract with Rivers Psychotherapy Services, PLLC to provide the aforementioned domestic violence victims advocate services for August 2021 and September 2021, the remaining months of the City's VOCA grant, with the ability to extend such term (contract) through September 30, 2022, should the City be awarded the same or equivalent VOCA grant for the October 1, 2021, through September 30, 2022, time period (grant cycle); and

WHEREAS, on September 21, 2021, the City's Governing Authority approved an extension of the contract for a term commencing on October 1, 2021, and ending on September 30, 2022, and amended the contract to provide for annual extensions thereof, provided the VOCA grant is awarded to the City; and

WHEREAS, the City has been notified that it will be awarded a VOCA grant for this October 1, 2022, through September 30, 2023, grant cycle; and

WHEREAS, the City's Governing Authority does hereby find that it is in the City's best interests to extend the term of service in the contract with Rivers Psychotherapy Services, PLLC and that the "Amendments to 'Professional Services Agreement' and Extension of Agreement" attached hereto as Exhibit "A" should be approved and executed so that the contract principally as previously approved by the Governing Authority on August 3, 2021, be extended now through September 30, 2022, with modifications noted with respect to compensation, and the contract be amended accordingly to reflect this extension and otherwise.

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 "Memorandum of Amendments to 'Professional Services Agreement' and Extension of Agreement" attached hereto as Exhibit "A" should be, and hereby is, approved so that the term of the Professional Services Agreement between the City of Gulfport and Rivers Psychotherapy Services, PLLC, as was previously approved by the Governing Authority on August 3, 2021, be extended through September 30, 2023, unless sooner terminated or canceled, on similar terms and conditions set forth previously and on those set out in and amended by the "Amendments to and Extension of 'Professional Services Agreement'; and the Mayor be, and he is hereby, authorized to execute this document on behalf of the City of Gulfport as well as whatever documents are necessary to effectuate this extension of the contract as the same are approved by the City Attorney.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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
FIRST JUDICIAL DISTRICT
CITY OF GULFPORT

"AMENDMENTS TO AND EXTENSION OF
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENTS AND EXTENSION OF PROFESSIONAL SERVICES AGREEMENT (herein "**Extension 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 **Rivers Psychotherapy Services, PLLC** (herein the "**Contractor**").

W I T N E S S E T H T H A T:

WHEREAS, on August 3, 2021, City entered into a "Professional Services Agreement" with Contractor that was for a term commencing August 1, 2021, and to end on September 30, 2021, ("Contract"), whereby Contractor was to provide various professional services to City, to include domestic violence victims assistance and advocacy services, and said Contract is incorporated herein by reference for purposes of this Extension Agreement; and

WHEREAS, on September 21, 2021, the aforementioned Professional Services Agreement was extended for a term commencing on October 1, 2021, and to end on September 30, 2022, and was also amended in certain substantive matters; and

WHEREAS, the Contract, as amended, provides that it "may be extended for additional twelve (12) month periods (October 1 to September 30) subject to availability of the VOCA grant and approval by the City's Governing Authority"; and

WHEREAS, on notification that the VOCA grant is being extended and provided to the City for the October 1, 2022, to September 30, 2023, grant year cycle, the parties desire to extend the Contract from October 1, 2022, through September 30, 2023, and mutually agree to the corresponding needed amendments to the Contract in view of such extension 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 ("Professional Services Agreement") be, and hereby is, extended as follows, to-wit:

1. In accordance with Paragraph "4." on page 3 of the Contract (under the title of "Term of Service"), the parties herein do hereby extend the Contract for an additional twelve (12) month consecutive period (or term), the same to be from October 1, 2022, through September 30, 2023, subject to availability of the VOCA grant and approval by the City's Governing Authority.

IN ADDITION, similarly for the mutual benefits and consideration from each party to the other, it is therefore also covenanted and agreed that the Contract ("Professional Services Agreement") be, and hereby is amended as follows in effectuation of this extension, to-wit:

1. The first sentence in Paragraph "3." the Contract, as amended, under the title of "**Compensation"** is amended from saying "During the term of this Agreement, the City shall compensate Rivers at the monthly rate of $2,282.00, payable monthly for August 2021 and September 2021." to now read as follows, with all other sentences and provisions in Paragraph "3." on pages 2-3 of the Contract under "**Compensation**" to remain as stated in the original Contract (except as otherwise amended herein):

   > "During the term of this Agreement, the City shall compensate Rivers at the monthly rate of $3,520.80, payable monthly from October through September of the applicable grant (and City fiscal year) term."

2. The last sentence in Paragraph "3." on page 3 of the Contract, as amended, under the title of "**Compensation"** is amended from saying "The compensation for services hereunder shall be paid on a pro rata basis (to be calculated by taking the monthly rate of $2,282.00 and dividing this by the total number of days of the month in question and then multiplying the quotient of this calculation by the number of days of such month on which services were actually provided by Rivers under this Agreement) for each month that Rivers does not fully provide or was not available to fully provide services for such month required under this Agreement." to now read as follows, with all other sentences

and provisions in Paragraph "3." of the Contract, as amended, under "**Compensation**" to remain as stated in the original Contract (except as otherwise amended herein):

> "The compensation for services hereunder shall be paid on a pro rata basis (to be calculated by taking the monthly rate of $3,520.80 and dividing this by the total number of days of the month in question and then multiplying the quotient of this calculation by the number of days of such month on which services were actually provided by Rivers under this Agreement) for each month that Rivers does not fully provide or was not available to fully provide services for such month required under this Agreement."

3. Paragraph "2." of the Contract, as amended, under the title of "**Manner of Service"** is amended by completely replacing this Paragraph in the Contract with the following:

> 2. Manner of Service. Services provided by Rivers pursuant to or in accordance with this Agreement shall be performed in a professional, prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America and conform to high and ethical standards in the community and in the State of Mississippi. Services to be provided by Rivers, insofar as applicable and necessary in any given case or assignment, shall include, but not be limited to, counseling, investigation, coordination with the City Prosecutors and/or the domestic violence prosecutor and any domestic violence investigator, attendance at hearings and trials, and such other services as would normally be provided by a domestic violence victims advocate related to the prosecution of cases or criminal or quasi-criminal charges. It is understood and agreed to herein that Rivers shall effectively be "on call" and be expected to provide needed services to the City under this Agreement at any time of the day or night no matter the circumstance, weather, day of the week, or occasion and that Rivers will be present and available to attend court proceedings in the Gulfport Municipal Court and provide services as set forth herein on days and at times when said Court is open for business. Rivers shall keep and maintain during the term of this Agreement a local telephone number or otherwise toll-free telephone number (that is accessible at any time of any day) so that staff of the City Prosecutor's Office and the City Attorney's Office or representatives thereof as well as of the Gulfport Municipal Court and other City officials and employees may reasonably and expediently be able to communicate with it in addition to victims with whom it interacts and/or counsels.

THIS MEMORANDUM OF AMENDMENTS AND EXTENSION OF AGREEMENT is made, dated, executed and signed on the day and dates hereinafter set forth by the officers duly authorized so to act.

City:

CITY OF GULFPORT, MISSISSIPPI
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

By:_____
Billy Hewes, Mayor

Attest:_____
Rashida Bell, City Clerk

Dated: September_____, 2022

Contractor:

RIVERS PSYCHOTHERAPY SERVICES, PLLC
411 Security Square
Gulfport, Mississippi 39507
(228) 206-3632

By:_____
Dr. Shelia Rivers, DSW, LCSW, MPH,
Manager

Dated: September_____, 2022

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 AGREEMENT WITH COAST TRANSIT AUTHORITY, TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is preparing for the 2022 Harbor Lights Winter Festival to be held in Jones Park; and

WHEREAS, among the services required to ensure the success of the 2022 Harbor Lights is the provision of transportation of the public from the CTA parking garage, where the public may park for free, to the Harbor Lights venue, and Coast Transit Authority ("CTA") is willing and able to provide the aforementioned services; and

WHEREAS, the CTA charge for the 2022 Harbor Lights Winter Festival for parking and shuttle and trolley service and explanation of rates and charges, in the total amount of $60,000.00, is attached hereto as Exhibit "A" and the same is believed to be in the best interest of the City of Gulfport and that the City should enter into the same with CTA.

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 Agreement between the City of Gulfport and Coast Transit Authority, attached hereto as Exhibit "A," be and the same is hereby approved, and the Mayor is authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect as provided by 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

Coast Transit Authority

9/2/2022

RE: Cost of Transit Service and Parking for 2022 Gulfport Harbor Lights Winter Festival

Gus,

As requested, CTA has reviewed the cost of providing the same level service as prior year for the Gulfport Harbor Lights Winter Festival. Services provided will, once again, include FREE Event Parking in the CTA Parking Garage, with shuttle service, and 2-Trolleys on a route within Jones Park during the 36-Day event. --- Keep in mind that all CTA buses/trolleys are ADA equipped.

Overall cost for 2022 Light Show will be **$60,000**. --- *$5,000 increase over last year reflects current cost of operations.*

Let me know if you have any questions.

Thank You,

Chris Foret
Assistant Executive Director
228.896.8080 Ext. 217
cforet@coasttransit.com
333 DeBuys Rd., Gulfport, MS 39507

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 STAFFING SERVICE AGREEMENT BETWEEN THE CITY OF GULFPORT AND NEXTAFF GROUP, LLC, AND TO APPROVE PLACEMENT SERVICES/AGREEMENT WIT SAVARD LABOR & MARINE, INC., FOR STAFFING SERVICES FOR THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, from time to time, the City of Gulfport has a need for temporary staffing and has found that obtaining the same via a temporary staffing company is the most efficient means of meeting the needs of the City department's temporary staffing requirements; and

WHEREAS, Nextaff Group, LLC, and Savard Labor & Marine, Inc., have been selected as vendors to provide temporary staffing services to the City of Gulfport; and

WHEREAS, a proposed Staffing Service Agreement with Nextaff Group, LLC, and a proposed Placement Services/Agreement with Savard Labor & Marine, Inc., are attached hereto for review as Exhibits "A" and "B" respectively and are recommended for approval as being in the best interest of the City of Gulfport.

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

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

SECTION 2. That the Staffing Service Agreement with Nextaff Group, LLC, and a proposed Placement Services/Agreement with Savard Labor & Marine, Inc., be and they are hereby approved in the same form as is found in Exhibit "A" to this resolution, and the Mayor

be, and he is hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be 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

STAFFING SERVICE AGREEMENT

Nextaff Group, LLC, (NEXTAFF) its successors and assigns and its subsidiaries, affiliates and/or related entities (herein referred to collectively as "AGENCY"), with its principal office located at 11101 Switzer Rd. Suite 110, Overland Park, KS 66210, and **City of Gulfport (**"CLIENT") agree to the terms and conditions set forth in this Staffing Service Agreement (the "Agreement").

AGENCY Duties and Responsibilities

1. AGENCY will—

a. By and through the services of **Olsen, LCC dba Nextaff**, ("FRANCHISEE") recruit, screen, interview, hire and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A.

b. Pay Assigned Employees' wages and provide them with the benefits that AGENCY offers to them.

c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees.

d. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994;and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).

e. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

f. In addition to AGENCY's duties and responsibilities set forth in paragraph 1, AGENCY, as the common law employer, has the right to physically inspect the work site and work processes; to review and address Assigned Employee work performance issues; and to enforce AGENCY's employment policies relating to Assigned Employee conduct at the worksite.

CLIENT Duties and Responsibilities

2. CLIENT will—

a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property.

b. Properly supervise, control, and safeguard its premises, processes, or systems, and not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without AGENCY's express prior written approval or as strictly required by the job description provided to AGENCY.

c. CLIENT shall not permit AGENCY's employees to operate motor vehicles without express permission from AGENCY. AGENCY's Insurance does not cover loss or damage caused by AGENCY's employees' operating the CLIENT's owned or leased motor vehicle(s), and the CLIENT therefore accepts full responsibility for and will indemnify AGENCY from any and all claims, including the defense thereof, involving bodily injury, property damage, fire, theft, collision, cargo damage or public liability damage sustained or incurred as a result of an employee operating such vehicles(s), or arising out of or involving violation by the CLIENT of this Paragraph;

c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site.

d. CLIENT agrees that it has primary responsibility for compliance with state and federal OSHA laws and regulations to the extent those laws apply to AGENCY Assigned Employees assigned to CLIENT's worksite. CLIENT further agrees to provide such Assigned Employees the proper specific safety training needed to do the assigned jobs and tasks as well as to provide

properly fitted and necessary personal protective equipment required to provide adequate protection to such Assigned Employees. AGENCY and AGENCY's workers' compensation carrier shall have the right to inspect CLIENT's premises during normal business hours and to make recommendations pertaining to job safety and Loss Control measures. It is agreed that AGENCY, by inspecting such premises or by not inspecting such premises, assumes neither liability nor responsibility for any unsafe working condition that may exist.

d. Not change Assigned Employees' job duties without AGENCY's express prior written approval; and

e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates and Fees

3. CLIENT will pay NEXTAFF for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. NEXTAFF will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due per the terms on Exhibit A.

4. Invoices will be supported by timesheets or other agreed system of documentation of hours or time worked by the Assigned Employees. CLIENT, including any CLIENT representatives, signature, email, or any other documentation representing time worked submitted to AGENCY certifies the hours or time worked correct and work was completed to the CLIENT's satisfaction and CLIENT authorizes NEXTAFF to bill CLIENT for those hours. CLIENT agrees to have timesheets turned in by 5pm on Monday. Any invoice discrepancies or claims must be made by CLIENT within seven business days.

5. CLIENT will pay NEXTAFF directly from the invoices received, based on time submitted by CLIENT. Payment is due per the terms on Exhibit A. A finance charge of 1.5% per month (18% per year) may be charged the last day of the month on all invoices over 30 days. Any invoice past 45 days old may cause the CLIENT's account to be put on hold until evaluated. If account is past 60 days services may be suspended until account is brought current.

6. CLIENT agrees to pay the costs of collection, including attorneys' fees and costs, if CLIENT fails to pay amounts that are due and outstanding under this Agreement.

7. CLIENT acknowledges and agrees that Assigned Employees are presumed nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. NEXTAFF will charge CLIENT special rates for premium work time when Assigned Employee's work would legally require premium pay. For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate or as outlined on Exhibit A.

8. CLIENT agrees not hire or use the services of any Assigned Employee as its direct employee, as an independent contractor, or through any other person, company or competing agency to hire any AGENCY employee that has been sent to CLIENT by AGENCY prior to working the specified hours shown on Exhibit A. Any exceptions must be made in writing prior to CLIENT taking such action. Any AGENCY Assigned Employee hired away, prior to working the specified hours will constitute a billing charge of remaining hours multiplied times the agreed bill rate (liquidated damages). This bill for liquidated damages will establish fair compensation for expenses and/or losses incurred in the advertising, recruiting, screening, interviewing, testing, and employment/hiring processes.

9. CLIENT agrees not to utilize services from any AGENCY Assigned Employee through a competitor company. Any AGENCY Assigned Employee that is processed through a competitor company will face liquidated damages as described in paragraph 8.

10. If CLIENT wishes to hire away an AGENCY Internal Staff Employee, a placement service fee of 30% of the employees first year's salary will be due upon hire date**.**

11. AGENCY reserves the right to adjust Exhibit A to reflect any Federal, State or Local mandates or increased labor costs. These adjustments can include but are not limited to changes or charges related to increased Minimum Wage Rates, Federal Unemployment, State Unemployment, Workers' Compensation rates, Surcharges, or costs related the Patient Protection and Affordable Care Act (PPACA) or other government mandated programs.

Cooperation

12. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

13. To the extent permitted by law, AGENCY will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by AGENCY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of AGENCY or AGENCY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

14. To the extent permitted by law, CLIENT will defend, indemnify, and hold AGENCY and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

15. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages. In no event shall AGENCY's liability exceed, in the aggregate, the amounts paid by CLIENT to AGENCY hereunder in the month immediately preceding the event giving rise to the liability.

16. All indemnifications are and shall be deemed to be contractual in nature and shall survive the termination or expiration of this Agreement.

Miscellaneous

17. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

18. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement. CLIENT will not transfer or assign this Agreement without AGENCY's written notice.

19. This Agreement will be effective from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 7 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may immediately terminate the agreement upon written notice.

The undersigned has read and understands this agreement and agrees to the terms and conditions herein and is authorized to sign on behalf of CLIENT.

City of Gulfport

CLIENT Signature:_____

Name_____

Title:_____

Date:_____

Olsen, LLC dba NEXTAFF

AGENCY Signature:_____

Name:_____

Title:_____

Date:_____

SAFETY ACKNOWLEDGEMENT

To ensure that there is a clear understanding of each party's role in protecting employees; OSHA recommends that the Staffing Agency and the Host Employer set out their respective responsibilities for compliance with applicable OSHA standards in their contract. Including such terms in a contract will ensure that each employer complies with all relevant regulatory requirements, thereby avoiding confusion as to the employer's obligations.

Both Host Employers and Staffing Agencies have roles in complying with workplace health and safety requirements and they *share* responsibility for ensuring worker safety and health.

A key concept is that each employer should consider the hazards it is able to *prevent and correct*, and in a position to *comply* with OSHA standards. For example: staffing agencies might provide general safety and health training, and host employers provide specific training tailored to the workplace equipment/hazards. (OSHA)

- The Host Employer is responsible to assign and train our employees at the worksite. Our employees will only work on assignments for which they have been trained.
- Our employees should not be assigned hazardous task or duties. Our line of business is light industrial, manufacturing, clerical, healthcare, technology, and educational positions.
- The Host Employer is required to issue and train our employees on wearing all appropriate safety and personal protective equipment at the worksite.
- The Host Employer is responsible to comply with all OSHA standards.
- The Host Employer is responsible to train our employees in all safety, hazardous communication, and operational instructions in the same manner as any employee at your worksite and will include our employees in all relevant safety meeting and training.
- The Host Employer is responsible to notify us immediately of any accidents, incident, or near misses involving our employees. We will coordinate the appropriate medical treatment unless it is an emergency. If it is an emergency, call 911 immediately. The employee should be transported to the closest designated hospital by ambulance.
- The Host Employer is responsible to notify us if any of our employees behave in a suspicious manner or act intoxicated.
- The Host Employer is responsible for training our employees on your company emergency's action plans.
- A qualified representative of our company shall be allowed to obtain a report after an accident or injury to insure proper disposition of possible claims.
- Host employer will allow NEXTAFF/AGENCY and/or its workers' compensation carrier to schedule loss control visits, if necessary, due to incident severity or frequency.

The items listed above are to ensure a safe and productive partnership while limiting our liability. I understand that I will be required to indemnify Nextaff and AGENCY against OSHA penalties.

City of Gulfport

Signature: _____

Signer's Name: _____

INJURY REPORTING PROCESS

The most important step is to make sure the employee receives proper medical treatment immediately.

- If it is an **emergency**, call 911 immediately. The employee should be transported to the closest designated hospital by ambulance.
    - If the employee is hospitalized, a company representative should visit the employee at the hospital to complete the necessary forms and ensure the employee the company is concerned about the employee and will answer any questions they might have.
    - In the case of a fatality or hospitalization of 3 or more employees, notify Nextaff- Risk Management immediately. These cases must be reported to OSHA
- For **non-emergencies**, refer the employee to the closest authorized Occupational Medicine Clinic. After the employee is released from the hospital, they should continue their care at the Occupational Medicine clinic **not their personal doctors**.
- Maintain communication with the injured employee just as you would if he/she were still working - Be compassionate and understanding. The employee still has the same reporting responsibilities to you as prior to the injury. **Only the company's designated doctor can take the employee off work for a work-related injury.**
- Ask the clinic or hospital to complete a drug screen.
- Ensure the accident is site secure for investigation purposes, take pictures of the scene, and store any equipment or materials involved in the accident for further investigation. Complete the safety violation form, if necessary.
    - In cases of serious injury, remind and reinstruct the employees. Be sure to have the employee sign a form that he/she has been retrained. Safety is a team effort.
- Obtain witness statements immediately.
- Complete the Workers' Compensation packet within **24 hours** and give to your Nextaff Representative or you can email the completed forms to wc@nextaff.com.
- If the company has 10 or more employee and the injury meets OSHA log requirements, post to your current OSHA log within 7 days of receiving information about the case. See OSHA section
- Provide a modified duty job if the employee is released to return to work with limitations.
    - This is the most cost-effective step an employer can use in reducing workers compensation costs.
- Final Step, review your Federal and State posters and ensure your posters are current.

Exhibit A - Fee Schedule for Temporary Hiring Services

Client Name: City of Gulfport **Date: 7/29/2022**

Rates may adjust annually or at renewals

ACQUIRE SERVICES	DESCRIPTION
Temporary staff, general labor, clerical etc.	1.5 of pay rate*
Conversion Fee	N/A
Direct Hire	15%**
Number of Hours required before Client can Hire Temp Employee Full-Time	600 Hours
Payment Terms	Net 15 from the date of the Invoice

Client Signature Date

* If pay is $14hr the bill rate is 1.5*14=21

** Direct Hire is 15% of annual salary

LABOR & MARINE PERSONNEL
www.savardgroup.net

Baton Rouge, LA	(225) 930 0685
Lafayette, LA	(337) 235 7707
New Orleans, LA	(504) 883 7952
Lake Charles, LA	(337) 475 2401
Mobile, AL	(251) 415 6444
Houston, TX	(281) 930 5551
Beaumont, TX	(409) 347 8922
Biloxi, MS	(228) 868 5100
Pensacola, FL	(850) 610 0345

08 / 26 / 2022
City of Gulfport
1410 24TH AVE
Gulfport, MS 39501

Re: Placement Services /Agreement

SAVARD LABOR & MARINE INC, hereby referred to as SAVARD, greatly appreciates the opportunity to partner with your organization in finding solutions to your staffing needs. SAVARD is committed to providing the most qualified worker possible in filling your vacancies.

SAVARD will provide insurance documentation at your request. Note that SAVARD covers any bodily injury of employee but not equipment owned, rented, or leased by your firm unless otherwise specified in a written and executed MSA.

SAVARD will equip all of its employees with appropriate PPE as per your site specific directive with no additional cost to you. SAVARD does not supply equipment requiring special instruction and/or inspection such as harnesses and respirators.

SAVARD bills one hourly rate per employee work hour. Employee hourly pay rates issued as determined by you and invoiced at the hourly bill rate equivalent to the pay rate multiplied by the markup quoted herein. Any miscellaneous payments authorized by you will be paid as instructed to employees and invoiced to you at a markup of 1.2. SAVARD will not bill hours or issue miscellaneous payments outside of your instruction. Hours worked over 40 in a work week are billed and paid at time and a half. The hourly bill rate covers any reasonable screening request (see extra DISA charge details below) along with the following at no additional charge:

- **Employee wages**
- **Employee taxes**
- **Workman’s Compensation**
- **General liability**
- **Unemployment**
- **PPE**
- **Administrative Services**
- **Physicals**
- **MVRs**
- **Background Checks**

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Houston, TX (281) 930 5551
Beaumont, TX (409) 347 8922
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Pensacola, FL (850) 610 0345

- **Performance Testing and Certifications (some items can incur additional expense and will be quoted at time of disclosure)**
- **Any other reasonable pre-screening requests**

SAVARD will bill at an hourly rate of 1.5 times agreed upon pay rate per individual. Any miscellaneous payments (i.e.: per diem, housing, etc.) made to workers by SAVARD under Customer's direction are billed at a markup of 1.2. Customer may elect to issue SAVARD employees miscellaneous payments on their own if preferred. This bill rate is complete and encompasses all of the aforementioned in this document; unless DISA testing is required. Please see bottom of proposal for DISA related costs. Customer agrees to remit payment to SAVARD 30 days from invoice date. SAVARD rates may vary if the job is outside of a 30-mile radius of any of the SAVARD office locations.

Customer may alter an employee's pay rate based on that individual's performance and at its discretion terminate an individual worker or position.

Once SAVARD presents a candidate to Customer, Customer may not hire the employee directly outside of this agreement or through another contract labor agency for a period of 6 months.

A SAVARD employee is eligible for hire at no additional cost to your firm upon the completion of 550 working hours. You may initiate this transition upon written notification to SAVARD stating that intention and date of transfer, set in the future, to be valid.

SAVARD identifies and submits applicants for your approval based on your requested qualifications. If you find any assigned employee's qualifications or general work-related behavior lacking, please notify us to remove them from your site and we will make all reasonable efforts to replace the employee immediately.

SAVARD does not indemnify or defend Customer for or against their own gross negligence; intentional or willful acts or omissions.

Customer Responsibilities: You agree to provide a detailed description of the work our employees are to perform. You agree that we are assigning our employees to work under your direction, supervision, and control. You agree to provide adequate supervision of our employees while on assignment with you and not to allow our employees to work at unattended work sites. You agree to assign tasks, provide specific work instructions, and have direct control over the daily work activities of our employees assigned to you. You

LABOR & MARINE PERSONNEL
www.savardgroup.net

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Biloxi, MS	(228) 868 5100
Pensacola, FL	(850) 610 0345

agree to provide our employees with all equipment, facilities and supplies reasonably necessary for them to safely perform their assigned duties. Unless SAVARD agrees ahead of time; you agree not to request or permit our employees to perform duties other than those agreed upon when the order was placed. SAVARD cannot assess competency at the same level of understanding as your site supervisors and as such you agree to be responsible for your own, independent assessment of employee job competency. At no time does SAVARD require you to work any individual candidate or to continue working any employee.

Customer further agrees to provide all necessary site-specific safety training and secondary personal protective equipment related to your operations, not including hard hat, safety glasses, steel toe boots, gloves, and work vests. You agree to inform our employees of any hazards related to your work sites and to inform them of any hazardous materials to which they may be exposed. You agree to comply with all of the Federal Occupational Safety and Health Act standards.

DISA related testing costs: SAVARD will automatically adjust your mark up for DISA jobs to bill at an hourly rate of 1.65 times agreed upon pay rate per individual that requires DISA testing; and customer agrees to be billed for and remit payment within 30 days at a markup of 1.2 for any DISA related testing costs associated with *cancelled and DISA cleared* SAVARD workers. Cancellation charges are incurred for DISA cleared employees who do not work a minimum of 140 hours on a DISA assignment due to no negligence or fault of their own. Employee hours worked on non DISA assignments are not included in the calculation of 140 hours. SAVARD agrees to cover all DISA related testing costs for candidates who are *not* cleared for work. SAVARD will not engage in DISA testing outside of advance directive and approval from Customer.

_____ Date: _____
SAVARD Representative

_____ Date: _____
Authorized Client Representative

_____
Print Full Name

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 RENEW CONTRACT WITH VSP VISION CARE AND TO UPDATE VARIOUS PROVISIONS FOR FYE 2023, AND FOR RELATED PURPOSES

WHEREAS, VSP Vision Care provides vision insurance coverage for those City of Gulfport employees enrolled for such coverage; and

WHEREAS, it is necessary to renew the City's existing Contract with VSP Vision Care and amend the same to reflect the particulars applicable to coverage in the year ending 2023; and

WHEREAS, the proposed coverage particulars are fully set forth in Exhibit "A" hereto; and

WHEREAS, renewal of the contract and approval of the coverage particulars as set forth in Exhibit "A" hereto are recommended as being in the best interest of the City of Gulfport.

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

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

SECTION 2. That the City's contract with VSP Vision Care for vision coverage for enrolled City employees and dependents shall be renewed and the coverage particulars set forth in Exhibit "A" hereto be and they are hereby approved as set forth therein and that the Mayor be, and he is hereby, authorized to execute and deliver any and all documents as may be required to effectuate the same, if any, on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

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

VSP® Renewal Exhibit for City of Gulfport
Group Number: 12332163
Renewal Effective Date: January 1, 2023

vsp vision care

	VSP Choice Plan® Current Plan		VSP Choice Plan® Renewal Plan	
Exam Copay	$25.00		$25.00	
Materials Copay	$25.00		$25.00	
Frequency: Exam: Lenses: Frame:	 Every calendar year Every calendar year Every other calendar year		 Every calendar year Every calendar year Every other calendar year	
Essential Medical Eye Care	$20 copay per visit		$20 copay per visit	
Exam Coverage				
WellVision Exam®	Covered in full after copay		Covered in full after copay	
Contact Lens Exam (Fitting & Evaluation)	**Standard and premium fit**: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed $60		**Standard and premium fit**: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed $60	
Routine Retinal Screening	No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam.		No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam.	
Lens Coverage				
Basic Prescription Lenses: (Glass or plastic) Single vision Lined bifocal Lined trifocal Lenticular	Covered in full after copay		Covered in full after copay	
Lens Enhancements[1]	Most popular are covered with a copay, saving an average of 30%		Most popular are covered with a copay, saving an average of 30%	
	Single Vision	Multifocal	Single Vision	Multifocal
Anti-glare coating:	$41	$41	$41	$41
All other Anti-glare coatings:	$58 - $85	$58 - $85	$58 - $85	$58 - $85
Impact-resistant lenses for children:	Covered in full	Covered in full	Covered in full	Covered in full
Impact-resistant lenses for adults:	$31	$35	$31	$35
Standard Progressives:	N/A	Covered in full	N/A	Covered in full
Premium & Custom Progressives:	N/A	$95 - $175	N/A	$95 - $175
Tints/Light-reactive lenses:	$75	$75	$75	$75
Scratch-resistant coating:	$17	$17	$17	$17
[1] ***Prices shown reflect standard selections; premium or custom options may also be available at additional costs.***				
Frame Coverage				
VSP Doctors	$130 allowance; plus 20% off any amount above the allowance		$130 allowance; plus 20% off any amount above the allowance	
Contact Lens Coverage				
Elective Contact Lenses (prescription contact lenses, in lieu of glasses)	$130 allowance		$130 allowance	
Necessary Contact Lenses	Covered in full after copay		Covered in full after copay	
Plan Enhancements				
LightCare Allows members to use their frame allowance toward non-prescription blue light filtering glasses **or** sunglasses from the doctor's frame board or Eyeconic, exhausting both their lens and frame eligibility	N/A		N/A	
Extra Savings				
VSP Laser VisionCare℠ Program Discounts on LASIK, Custom LASIK, and PRK, plus patient education.	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities.		Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities.	
Additional Pairs of Glasses	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses from any VSP provider within 12 months of the patient's last WellVision Exam.		20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses from any VSP provider within 12 months of the patient's last WellVision Exam.	
Out-of-Network Schedule				
Eye Exam:	$45.00		$45.00	
Single Vision:	$30.00		$30.00	
Lined Bifocal:	$50.00		$50.00	
Lined Trifocal:	$65.00		$65.00	
Lenticular:	$100.00		$100.00	
Progressive:	$50.00		$50.00	
Frame:	$70.00		$70.00	
Elective Contact Lenses:	$105.00		$105.00	
Necessary Contact Lenses:	$210.00		$210.00	
Monthly Rates				
Risk	Employee Only: $7.80 Employee + One: $12.57 Employee + Child(ren): $12.70 Employee + Family: $22.32		Employee Only: $7.80 Employee + One: $12.57 Employee + Child(ren): $12.70 Employee + Family: $22.32	
Commissions	Flat 15%		**Flat 12%**	
Policy Term	2 Years		2 Years	
Select the desired renewal plan			☐	

Renewal Acceptance

To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, select the desired renewal action, sign and return this Renewal Agreement to the email address below. VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.

VSP® Renewal Exhibit for City of Gulfport
Renewal Effective Date: January 1, 2023

Sara Bolchi
Key Client Manager, VSP
P: 916.858.5277
Sara.Bolchi@vsp.com

Signature: _____
Name: _____
Title: _____
Date: _____

Based on applicable laws, benefits may vary by doctor location.
©2022 Vision Service Plan. All rights reserved.
Classification: Confidential
CL- Rev. 6/2022

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 CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE DOWNTOWN STREETSCAPE IMPROVEMENTS, PHASE 3, PROJECT, AND FOR RELATED PURPOSES

WHEREAS, Gulf Breeze Landscaping, LLC, was awarded the contract for the Downtown Streetscape Improvements, Phase 3, Project, which project was designed to demolish existing pavements, construct new sidewalks, install new Intellistreet lighting, wayfinding signs, irrigation and landscaping in the area of 15th Street to Highway 90 between 20th Avenue and 23rd Avenue; and

WHEREAS, work was substantially completed on the above referenced project as of July 21, 2022, and all punch list items have been completed; and

WHEREAS, the Director of Public Works and Engineering has submitted for review the Certificate of Substantial Completion pertaining to the Downtown Streetscape Improvements, Phase 3, Project, which, along with supporting documentation, is attached hereto collectively as Exhibit "A".

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 Certificate of Substantial Completion be and it is hereby approved in the form as is found in Exhibit "A" to this resolution and is found to be in the best interest of

the City, and the Mayor (or designee) be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

Memorandum – City of Gulfport

PUBLIC WORKS & ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Karen McCarty, Federal Programs Administrator
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering WEM

Date: September 9, 2022

Re: **Certificate of Substantial Completion – Downtown Streetscape Improvements, Phase 3**

Attached for your consideration is the Certificate of Substantial Completion for the above referenced project. The remaining wayfinding signs have been installed and inspected. The electrical and landscaping items were previously accepted by the City on March 11, 2020 and April 23, 2020 respectively.

This project included the demolition of existing pavements, construction of new sidewalks, new Intellistreet lighting, wayfinding signs, irrigation and landscaping in the area of 15th Street south to Highway 90 between 20th Avenue to 23rd Avenue.

The project is funded by Community Development Block Grant funding.

I recommend approval of this item.

Attachments:

1. Certificate of Substantial Completion

Department of Engineering

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

CERTIFICATE OF SUBSTANTIAL COMPLETION

City of Gulfport

Downtown Streetscape Improvements, Phase III

DATE OF ISSUANCE: September 20, 2022

OWNER: City of Gulfport

CONTRACTOR: Gulf Breeze Landscaping, LLC ENGINEER: City of Gulfport, Department of Engineering

PROJECT: Downtown Streetscape Improvements, Ph. III

This Certificate of Substantial Completion applies to all Work under the Contract Documents for **ENTIRE PROJECT**

TO: City of Gulfport
OWNER

AND TO: Gulf Breeze Landscaping, LLC
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, AND ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

July 21, 2022
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within thirty (30) days of the issuance of this Certification of Substantial Completion

RESPONSIBILITIES

OWNER: Owner assumes responsibility for maintenance starting July 21, 2022

CONTRACTOR: Contractor to complete the attached list of items to be corrected or completed and provide one full year warranty beginning July 21, 2022

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on 9/9, 2022.

Engineer– City of Gulfport, Department of Engineering

CONTRACTOR accepts this Certificate of Substantial Completion on 9/8, 2022.

Contractor – Gulf Breeze Landscaping, LLC

OWNER accepts this Certificate of Substantial Completion on_____, 2022.

Owner – City of Gulfport

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 AUTHORIZE PARTICIPATION IN THE "MISSISSIPPI LAW ENFORCEMENT AND FIREFIGHTERS PREMIUM PAY PROGRAM", AND FOR RELATED PURPOSES

WHEREAS, the Mississippi Legislature passed HB 1427 and HB 1542, creating and funding the "Mississippi Law Enforcement and Firefighters Premium Pay Program" (hereinafter, "Program"), during its 2022 Regular Legislative Session, and that these bills were, thereafter, signed into law by Governor Tate Reeves and took effect on July 1, 2022; and

WHEREAS, the purpose of the Program, which will be administered by the Mississippi Department of Public Safety, is to provide "Premium Payments" to all eligible law enforcement officers and firefighters who are serving in the State of Mississippi for their efforts during the COVID-19 pandemic; and

WHEREAS, the Mississippi Department of Public Safety seeks to work with law enforcement agencies and fire departments, such as the Gulfport Police and Fire Departments, to administer the Program in accord with the guidelines set forth in 2022 HB 1427 and 2022 HB 1542, and all related state and federal laws, rules and regulations.

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 Governing Authority of the City of Gulfport fully supports the efforts of the Mississippi Department of Public Safety to administer the Program, as set forth in 2022

HB 1427 and 2022 HB 1542, in accord to the guidelines provided in all corresponding legislation.

Section 3. That the City of Gulfport will accept funding from the Mississippi Department of Public Safety under the "Mississippi Law Enforcement and Firefighters Premium Pay Program" for purposes of distribution to eligible recipients.

Section 4. That the Governing Authority of the City of Gulfport understands and acknowledges the conditions of receiving and expending the funds appropriated pursuant to 2022 HB 1542.

Section 5. That funds received from the Mississippi Department of Public Safety for the "premium payments" contemplated by the Program shall be expended by the City in compliance with any applicable guidelines, guidance, rules, regulations, and/or other criteria, as may be amended from time to time to time of the United States Department of the Treasury, regarding use of monies from the Coronavirus State Fiscal Recovery Fund established by Mississippi Legislature from funds received by the State of Mississippi under the American Rescue Plan.

Section 6. That the City of Gulfport is authorized to accept funding from the Mississippi Department of Public Safety, on behalf of the State of Mississippi, and to make a payment in the amount of $1,000.00 to each eligible police and fire department employee (i.e., certified full-time and part-time law enforcement officer or fire fighter serving in the State of Mississippi as of July 1, 2022) employed or, if applicable, previously employed by the City of Gulfport.

Section 7. That the payments contemplated herein constitute a one-time payment to each eligible employee, are subject to any applicable tax or other withholding and do not constitute an increase in the eligible employees' base pay or a cost of living adjustment for those employees.

Section 8. That the "Affidavit" attached hereto as Exhibit "A" be and the same is hereby approved in substantially the form found in Exhibit "A" and the Mayor is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 9. That the City of Gulfport has received funding through the American Rescue Plan Act that "could" be used to fund Premium Payments to the employees described herein, but has not elected to do so nor does it intend to do so.

Section 10. That the governing authority of the City of Gulfport has reviewed and understands and agrees to the terms and provisions set forth in the "Program Summary" found on the website of the Mississippi Department of Public Safety at www.dps.ms.gov/premium-pay-program on August 30, 2022, and attached hereto as Exhibit "B", and further, the governing authority of the City of Gulfport is aware of and has agreed to the requirements regarding the repayment of misspent funds.

Section 11. That those eligible to receive "Premium Pay" from the City of Gulfport must complete the COVID-19 training required to receive "Premium Pay" provided for in HB 1427 and funded by HB 1542 (2022 Legislative Session) and must execute the "Individual Affidavit" in substantially the form found in Exhibit "C" hereto prior to being issued said pay.

Section 12. 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 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

STATE OF MISSISSIPPI

COUNTY OF HARRISON

A F F I D A V I T

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid on this the ___ day of September, 2022, BILLY HEWES, who, after being duly sworn, deposes and says on oath the following, to-wit:

1. I am presently an adult resident citizen of Harrison County, Mississippi, have never been convicted of a felony, and have personal knowledge of the matters and information stated in this Affidavit.
2. I am the duly elected Mayor of the City of Gulfport, Mississippi, having been elected to office in 2013, 2017 and 2021. I have personal knowledge and information relating to this affidavit.
3. By action of the City's governing authority, the City of Gulfport has expressed its intention to participate in the "Mississippi Law Enforcement and Firefighters Premium Pay Program" which was created by HB 1427 and funded by HB 1542 (2022 Legislative Session).
4. Pursuant to the said program, the City of Gulfport intends to disperse "Premium Payments", as provided in the said House Bills, to all qualifying/eligible certified full-time or part-time law enforcement officers and all qualifying/eligible certified full-time or part-time firefighters serving in the City of Gulfport, Mississippi as of July 1, 2022.
5. To my knowledge, the City of Gulfport has not received any other form of federal monies that are intended by the City to be used as "Premium Pay" for duties performed by the certified full-time or part-time law enforcement officers and the certified full-time or part-time firefighters eligible to receive the said "Premium Payments" during the COVID-19 public health emergency.
6. The governing authority of the City of Gulfport has reviewed and agreed to the terms and provisions set forth in the "Program Summary" found on the website of the Mississippi Department of Public Safety at www.dps.ms.gov/premium-pay-program on August 30, 2022. In

particular, the governing authority of the City of Gulfport is aware of and has agreed to the requirements regarding the repayment of misspent funds.

7. The City of Gulfport has or will provide the Mississippi Department of Public Safety with all required documentation confirming that the aforementioned payments will take place.

8. All individuals eligible to receive the "Premium Payments" employed by the City of Gulfport have completed or will complete the required COVID-19 training prior to receiving the "Premium Payments" as contemplated in HB 1427 and funded by HB 1542 (2022 Legislative Session)

9. Further Affiant saith not.

_____
BILLY HEWES, AFFIANT

GIVEN UNDER MY HAND and official seal, this the _____ day of, September, 2022.

_____
NOTARY PUBLIC

My Commission Expires:

Premium Pay Program

Mississippi Law Enforcement and Fire Fighters
Premium Pay Program Summary

MSDPS Office of Grants Administration

Program Summary

The Mississippi Legislature has given the Mississippi Department of Public Safety the responsibility of providing funds to law enforcement officers and firefighters as premium pay for their heightened risk during the ongoing federal COVID-19 public health emergency, as well as reimbursing counties and municipalities that have already paid premium pay to their law enforcement officers and firefighters. These payments may begin on July 1, 2022 and will be in the amount of $1,000.00 for each eligible individual.

Eligibility Requirements

Eligible individuals must be certified, full-time and part-time law enforcement officers or certified, full-time and part-time firefighters who are currently serving in the State of Mississippi as of July 1, 2022. Those individuals who have already received hazard pay from the Governor's discretionary funds authorized by the Legislature from the federal Coronavirus Aid, Relief and Economic Security Act are not eligible. The Commissioner of Insurance has been authorized to certify that all requesting firefighters are in full compliance with their set standards and then provide these names to the Department of Public Safety. If a person is an eligible individual in more than one position covered under this paragraph, that person will only be eligible for one payment of premium pay. Eligible law enforcement officers and firefighters must complete the required COVID-19 training which can be found here: Premium Pay Training.pptx. Upon conclusion of the training first responders will confirm their completion by signing the required affidavit found under the payment/reimbursement guidelines.

Payment/Reimbursement Guidelines

If your department qualifies for first responder premium payments or reimbursements, please begin the process as soon as possible. DPS requires several actions be taken before the payment or reimbursement can be finalized:

1. **Registration** - If the agency does not already have a supplier number, they must register for said number through the Department of Finance and Administration. This can be done at the following link.
   Supplier Self-Registration
2. **Governing Authority Approval** – The governing authority by which eligible recipients are employed must approve the acceptance of premium payments from DPS and authorize those payments to be made to eligible recipients under their jurisdiction. Proof of such approval shall be in the form of a certified copy of board minutes in which the

governing authority adopts the DPS approved resolution. The resolution can be found at the below links:
Non-Sheriff - Governing Body Resolution
Sheriff - Governing Body Resolution

3. **Eligible Recipients List and Affidavits** – Each department must provide DPS with a dated list of all eligible recipients in their department. Eligible recipients must provide a copy of their certificate of completion after finishing the required COVID-19 training course. Also, each department must provide a signed affidavit from the department and each eligible recipient certifying their acceptance of the terms and conditions for receiving a premium payment. Affidavits can be found at the below links:
Premium Pay Entity Affidavit.pdf
Premium Pay Individual Affidavit.pdf
4. **Reimbursements** - If your department is requesting reimbursement for past premium payments, DPS will require proof of the previous premium payments as well as a signed and notarized premium payment resolution and affidavits as described in numbers two and three above. NOTE: If your department previously used federal funds to pay officers and firefighters premium payments, then you may be ineligible to receive reimbursement through this program. Please contact the DPS Grants Administration Division for more information.
5. **Payments** – After DPS receives and reviews all of the required documentation (see numbers two, three and four above for the required documents), DPS will issue a payment to the department for the sum of all the eligible participants that were submitted. It will be the responsibility of the department to issue the payments to each of the eligible recipients within their departments. DPS will require proof of all payments once the departments have issued out these funds.
6. **Records** - All records pertaining to the officer premium pay must be kept by your department for a minimum of four years and will be subject to audit from the Mississippi Office of the State Auditor and/or federal auditors.
7. **Ineligible use and repayment of funds** - If the Office of Inspector General of the United States Department of the Treasury, or the Office of Inspector General of any other federal agency having oversight over the use of monies from the Coronavirus State Fiscal Recovery Fund established by ARPA (a) determines that the department or recipient has expended or otherwise used any of the funds appropriated to the department under this act for any purpose that is not in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus State Fiscal Recovery Fund established by ARPA, and (b) the State of Mississippi is required to repay the federal government for any of those funds that the Office of the Inspector General determined were expended or otherwise used improperly by the department or recipient, then the department or recipient that expended or otherwise used those funds improperly shall be required to pay the amount of those funds to the State of Mississippi for repayment to the federal government.

Documentation may be sent by email to PremiumPay@dps.ms.gov or by hand mail to P.O. Box 958 Jackson, MS 39205-0958.

Any questions or concerns can be addressed by email at PremiumPay@dps.ms.gov or by phone at 601-987-1368.

Once these requirements have been met, DPS will work efficiently to provide payments to all qualifying sworn officers and fire fighters and reimbursements to all qualifying agencies in a timely manner. If there are any questions, please feel free to contact the MS Department of Public Safety's Grants Administration Office.

Craig Greer
PremiumPay@dps.ms.gov
Grants Administration
601-987-1368

STATE OF MISSISSIPPI

COUNTY OF HARRISON

A F F I D A V I T

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid on this the ___ day of _____, 2022, _____, who, after being duly sworn, deposes and says on oath the following, to-wit:

1. I am presently an adult resident citizen of _____ County, Mississippi, have never been convicted of a felony, and have personal knowledge of the matters and information stated in this Affidavit.
2. I am or was a certified, full--time or part-time law enforcement officer or fire fighter serving in the State of Mississippi as of July 1, 2022, and was, on that date, employed by the City of Gulfport, Mississippi, or another entity within the State of Mississippi. I have personal knowledge and information relating to this affidavit.
3. To my knowledge, I have not received hazard pay from the Governor's discretionary funds authorized by the Legislature from the federal Coronavirus Aid, Relief and Economic Security Act.
4. To my knowledge, I have not and will not receive premium pay or hazard duty pay related to COVID-19 from any other source of funds, including insurance proceeds.
5. I have completed the required COVID-19 training that is required in order for me to receive the Premium Pay provided for in HB 1427 and funded by HB 1542 (2022 Legislative Session).
6. I have reviewed and agree to the terms and provisions set forth in the "Program Summary" found on the website of the Mississippi Department of Public Safety at www.dps.ms.gov/premium-pay-program as of August 30, 2022. In particular, I am aware of and agree to the requirements regarding the repayment of misspent funds. I fully understand if that if, for whatever reason, I am found ineligible to receive the Premium Pay contemplated by HB 1427 and funded by HB 1542

(2022 Legislative Session), I will be responsible for repaying the same to the City of Gulfport or the State of Mississippi, as appropriate.

7. I am presently in full compliance with any rules and regulations of the Law Enforcement Officer Standards and Training and/or Mississippi Insurance Department as may be applicable to me.

8. I understand that the Premium Payment is a one-time payment, and that it will not change my base salary nor is it a cost of living adjustment. I further understand that the Premium Payment will be subject to payroll taxes and other withholdings, as applicable.

9. Further Affiant saith not.

_____

_____ (Print Name)
AFFIANT

GIVEN UNDER MY HAND and official seal, this the _____ day of, _____, 2022.

_____
NOTARY PUBLIC

My Commission Expires:

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 ACCEPT A UNITED STATES DEPARTMENT OF LABOR WORKFORCE INNOVATION & OPPORTUNITY ACT GRANT FROM AND THROUGH THE SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTICT, TO AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOUCMENTS REQUIRED TO ACCEPT SAID GRANT, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Fire Department applied for funding from the United States Department of Labor Workforce Innovation & Opportunity Act Grant program which is administered by the Southern Mississippi Planning & Development District to fund a fire fighter training program designed to meet the uniform minimum training standards stated in Mississippi Code Section 45-11-203 and to meet or exceed the minimum standards of the National Fire Protection Association Fire Fighter Professional Qualification Standards 1001-I-II; and

WHEREAS, having applied for the said grant, the Fire Department has been advised that the grant has been awarded in the total amount of $76,593.00 and

WHEREAS, the proposed Grant documents are attached hereto for review and consideration as Exhibit "A" 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 Grant Documents attached hereto as Exhibit "A" be, and the same are hereby, approved, and the Mayor is, hereby authorized to execute and deliver the same, as well as any other documents as may be required to effectuate the acceptance of the grant, on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

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

SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT
10441 Corporate Drive, Suite 1. Gulfport, Mississippi 39503
WORKFORCE INNOVATION & OPPORTUNITY ACT SUBRECIPIENT SIGNATURE SHEET

1. SUBRECIPIENT Name, Address, and Telephone:

City of Gulfport (COG)
(Gulfport Fire Department)
P.O. Box 1780
Gulfport, MS 39501
(228) 868-5950

1.a. **Contact Person, Email & Telephone:**
Chief Billy Kelley
P.O. Box 1780
Gulfport, MS 395021
(228) 868-5950
Cc: City Attorney's Office

2. CFDA Number: 17-258 & 17-278

3. Subaward Identifier:
Fire Fighter Course
3.a. Unique Entity ID: G8SCFJ32K4N5

4. Verified Debarment List: Y

5. Period of Performance:
Start Date: 09/01/22 **End Date:** 06/30/2023

6. Subaward Type (select one):
_X_ Original
___ Modification

7. FAIN: AA-363282155A28 DOL/ETA
Federal Award Date: October 13, 2021

8. Indirect Rate: N/A

9. Subaward #22-3522-32-569

CFDA#	Non-Federal Funds Amount	Federal Funds Description	Federal Award Amount	Subrecipient Award Amount	PROGRAM YEAR
17-258		Adult Funds	$2,679,742.00	$38,297.00	2022
17-278		Dislocated Worker Funds	$2,688,124.00	$38,296.00	2022
	$76,594.0038				
Total Award			**$5,367,866.00**	**$76,593.00**	**2022**

10. The Subrecipient agrees to operate the program outlined in this subaward in accordance with all provisions of this subaward as included herein. The following sections are attached and incorporated into this subaward:
Signature Sheet, Statement of Activities, Budget Summary, General Terms and Conditions, and Attachments.

11. Reviewed for Approval for Southern Mississippi Planning & Development District, Fiscal Agent for Twin Districts Workforce Development Area:

Signature Date

Name: Allison B. Hawkins
Title: Economic Workforce Development Director

12. Approved for Southern Mississippi Planning & Development District, Fiscal Agent for Twin Districts Workforce Development Area:

Signature Date

Name: Leonard Bentz
Title: Executive Director

13. Approved for SUBRECIPIENT:

Signature Date

Name: Billy Hewes
Title: Mayor, City of Gulfport

Subaward Number: 22-3522-32-569

STATEMENT OF ACTIVITIES

PROJECT DESCRIPTION:

The City of Gulfport (COG) by and through the Gulfport Fire Department will conduct a Fire Fighter training program designed to meet the uniform minimum training standards stated in Mississippi Code Section 45-11-203 and to meet or exceed the minimum standards of the National Fire Protection Association Fire Fighter Professional Qualification Standards 1001-I-II.

The City of Gulfport will offer training to 8 potential Fire Fighters with a field delivery designed to allow them to deliver the Fundamentals of Fire Fighter Skills and Hazardous Materials Response course in a format similar to the on-campus Fire Fighter Program. Each module consists of chapters that will be independently tested in a written test format. Skills will be administered after the written examination. The skills will consist of randomly selected skills from all chapters that are in the tested module. Classes are delivered in five modules, with one being the Hazmat section.

Daily hands-on activities are conducted in order to build skills and enhance the knowledge gained. Students participate in comprehensive activities which require team and individual efforts to accomplish the assigned mission.

All testing will be conducted at the Mississippi State Fire Academy. The students must pass with 70% in both written and skills test to graduate the 1001 program.

All students are required to be Workforce Innovation & Opportunity Act (WIOA) certified at the Gulfport WIN Job Center.

IDENTIFIED MEASURES OF EFFECTIVENESS and PERFORMANCE:

1. Number of participants that complete the course.
2. Number of participants placed in unsubsidized employment.
3. Number of participants that achieve a credential.

COG WILL:

1. Provide staff to oversee and administer the program.
2. Make sure all participants receiving funds under this grant are eligible for and enrolled in WIOA through the local WIN Job Center.
3. Provide proper documentation to support participant eligibility for these services.
4. Maintain proper internal controls.
5. Provide financial reimbursement report with required supporting documentation.
6. Provide participants sign-in sheets.

WORKFORCE DEVELOPMENT AREA WILL:

1. Provide technical assistance to maintain compliance with WIOA regulations.
2. Reimburse COG for all allowable expenses listed in the budget summary "**amount to be reimbursed column**."
3. Provide a system of registering all applicants for services and tracking outcomes.

BUDGET SUMMARY

Subaward Number:
22-3522-32-569

	ITEM	PROJECT COST	AMOUNT TO BE REIMBURSED
1.1	Salaries (Participants)	$60,282.00	$30,141.00
1.2	Benefits (Participants)	$11,147.00	$5,573.00
1.3	Salaries (Staff)-Instructors	$21,120.00	$10,560.00
1.4	Textbooks & Tuition (Participants)	$4,960.00	$2,480.00
1.5	Travel (Participants)	$1,576.00	$788.00
1.6	Expendable Supplies & Uniforms, Boots, Compliant Personal Protective Equip.	54,102.00	$27,051.00
	TOTAL	**$153,187.00**	**$76,593.00**

BUDGET REIMBURSABLE BREAKDOWN

SALARIES

	Position(s) and Location (s)	Weeks Per Year:	Hours Per Week:	Hours Per Year:	Salaries
1.1	8 Participants-Gulfport	12	40	480	$30,141.00
1.2	Fringe Benefits				$5,573.00
TOTAL					**$35,714.00**
1.3	Instructor Salaries			$0	$10,560.00
1.4	Textbooks & Tuition			$0	$2,480.00
1.5	Travel			$0	$788.00
1.6	Expendable Supplies & Uniforms			$	$27,051.00
				GRAND TOTAL	**$76,593.00**

General Terms and Conditions

Southern Mississippi Planning and Development District (**SMPDD**) and the City of Gulfport (**COG),** referred to as the **SUBRECIPIENT**; accept the following terms and conditions.

1. Addresses and Conditions

All grant-related correspondence shall be in writing and shall either be personally delivered, sent by email, certified mail, or first class U. S. mail postage pre-paid, and addressed to the entities or persons listed below.

SMPDD/TDWDB

Shari White
914 Sullivan Drive
Hattiesburg, MS 39401

or

Allison B. Hawkins
10441 Corporate Drive
Suite 1
Gulfport, MS 39503

2. Compliance with Laws and Rules

COG agrees to comply fully with all Federal and State rules, professional standards, policy issuances, policies, and procedures applicable to this grant or the programs it funds, including any changes or amendments taking effect during the grant performance period. Changes and amendments become binding upon actual or constructive notice, including publication, mailing, or hand-delivery.

COG shall conduct its workforce development programs in accordance with the Workforce Innovation and Opportunity Act (WIOA), and with rules, policies, procedures, statutes, regulations and official directives issued by the U. S. Department of Labor (DOL), State of Mississippi governmental agencies, and the Twin Districts Workforce Development Board (**TDWDB**)

3. Deliverables and Statement of Work

COG agrees to deliver the quality and quantity of services specified in this grant. All services shall be performed during the grant term.

COG shall utilize qualified staff to provide services funded by this grant.
COG ensures that staff has the knowledge, skills, and qualifications necessary to perform required services and possess licenses, permits, certifications and authorizations required by law. Timesheets and activities/duties performed by staff will be submitted to **SMPDD/TDWDB** upon request.

4. Reimbursement Provisions

A. In no event shall the amount paid to **COG** by **SMPDD** for services exceed the amount identified as the "TOTAL AWARD" on the first page of this grant.

B. **COG** shall be reimbursed only for actual and allowable expenses incurred in accordance with the accompanying budget narrative.

C. All reimbursements shall be documented in accordance with DOL, and **SMPDD/TDWDB** policies and procedures, and are subject to monitoring, audit, disallowance, and recouping. **SMPDD/TDWDB** shall have no obligation to release cash payments until a proper and timely cash request and a reporting worksheet or invoice is submitted.

D. **SMPDD/TDWDB** has the right to deny all or a portion of cash payment otherwise due to **COG** based upon any of the following:

- Failure to comply with any agreement provision, all of which are deemed to be material;
- Failure to comply with applicable laws, rules, policies, or procedures;
- Failure to resolve costs disallowed under this or any separate **SMPDD/TDWDB** agreement or contract;
- Failure to repay amounts otherwise owed to the **SMPDD/TDWDB;** and
- Failure to specify and justify cost related to training.

E. **SMPDD/TDWDB** agrees to pay **SUBRECIPIENT** promptly (usually within thirty (30) days of receipt of the invoice). All invoices are subject to approval by **SMPDD/TDWDB**.

5. Indemnification and Hold Harmless

To the extent allowed by Mississippi law, the **SUBRECIPIENT** will indemnify **SMPDD/TDWDB** and any employees or officers thereof to claims, suits, legal actions, or damages that result from any negligent or wrongful act or omission of the **SUBRECIPIENT**.

6. Grant Termination

A. Termination for Cause – **SMPDD/TDWDB** may immediately terminate this grant, in whole or in part, without limiting remedies, should the **SUBRECIPIENT** materially breach any of the grant's requirements, including these Terms and Conditions and requirements contained herein.

B. Termination for Convenience – The grant may be terminated at any time by either party for convenience by giving thirty (30) calendar days advance written notice to the other party.

C. Payment after Termination – In the event of early grant termination, initiated by either party for whatever reason, the **SUBRECIPIENT** shall only be entitled to receive reimbursement for costs incurred prior to the grant termination date. Reasonable closeout costs may be approved at **SMPDD/TDWDB's** sole discretion.

D. Remedies Retained - Nothing in this grant shall be construed to limit either party's legal remedies, including but not limited to, the right to sue for damages, should either party materially violate any grant provisions.

E. Availability of Funds *(multi-term contractual agreements only)*- It is expressly understood and agreed that the obligation of **SMPDD/TDWDB** to proceed under this grant is conditioned upon the appropriation of funds by the Mississippi Department of Employment Security and the receipt of state and/or Federal funds. If the funds anticipated for the continuing fulfillment of the grant are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the **SMPDD/TDWDB, SMPDD/TDWDB** shall have the right upon ten (10) working days' written notice to the **SUBRECIPIENT** to terminate the grant without damage, penalty, cost or expenses to **SMPDD/TDWDB** of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7. Grant Modifications

A. Grant Changes

SMPDD/TDWDB may initiate agreement changes when such changes are required by the **MS Department of Employment Security (MDES)** or the DOL. Such changes, including any increase or decrease in the amount of the grant, may result in a written grant modification. Either party may request a grant renegotiation when circumstances, which are neither foreseen nor reasonably foreseeable by the parties at the time of the agreement, arise during the grant period. **SUBRECIPIENT** MUST submit ALL requests for grant modifications to, and receive written approval from, the **SMPDD/TDWDB** before implementing any changes to the project description, including services to be rendered and general operating procedures, performance and participant outcomes, and other terms and conditions of the grant.

B. Budget Adjustments

SUBRECIPIENT may make adjustments to line items in the budget narrative, ***excluding salaries***, as long as the changes do not exceed 10% of the originally negotiated limit of a line item. Modifications to this grant or its attachments shall be valid only when written and signed by authorized representatives of the parties.

C. Price Adjustment

1. *Price Adjustment Methods*. Any adjustment in agreement price pursuant to a clause in this grant shall be made in one or more of the following ways:

    - by agreement on a fixed price adjustment before commencement of the additional performance;
    - by unit prices specified in the grant;
    - by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the grant; or
    - price escalation clause.

2. *Submission of Cost or Pricing Data*. The SUBRECIPIENT shall provide cost or pricing data for any price adjustments.

8. Nondiscrimination, Equal Opportunity Provisions and Assurances

A. The **SUBRECIPIENT** must not illegally discriminate in determining who will be registered into or have access to any agreement in making employment decisions.

B. The **SUBRECIPIENT** assures that it will comply fully with and agree to adhere to the following:

- WIOA Section 188 which prohibits discrimination against all individuals on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief or on the basis of either citizenship or status as a lawfully admitted immigrant authorized to work in the United States;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;

- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- Executive Orders 13198 and 13279, which provide for equal treatment in Department of Labor programs for faith-based community organizations, protection of religious liberty, and limitation on employment of participants;
- The Buy American Act (41 U.S.C. 10a et seq.);
- Section 319 of Public Law 101-121, which restricts lobbying;
- The Clean Air Act, Section 306 (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15), Energy Policy and Conservation Act of 1975;
- The Davis-Bacon Act (40 U.S.C. 267a to 276a-7) as supplemented by the DOL regulations (29CFR part 5-Construction contracts in excess of $2,000);
- Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by DOL regulations (29CFR Part 3);
- Public Law 93-348 regarding the protection of human subjects involved in research;
- Hatch Act (5 U.S.C. 1501-1508 and 7324-7328); and
- Applicable State of Mississippi laws and directives.

C. Private employers, state, and local governments, employment agencies, and labor unions shall comply with the Americans with Disabilities Act of 1990. This legislation prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment.

An employer is required to make an accommodation to the known disability of a qualified applicant or employee if it would not impose an "undue hardship" on the operation of the employer's business. An employer is not required to lower quality or production standards to make an accommodation, nor is an employer obligated to provide personal use items such as glasses or hearing aids.

9. Financial Management, Reports, and Record Keeping

The **SUBRECIPIENT** shall comply with all **SMPDD/TDWDB,** Office of Management and Budget (OMB), and DOL rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The **SUBRECIPIENT** shall ensure that its financial management systems provide the necessary internal controls, accounting records, and reporting systems to meet accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

SMPDD/TDWDB reserves the right to inspect the **SUBRECIPIENT'S** financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

A. Access to Records and Facilities – **SMPDD/TDWDB**, Federal monitors and auditors, and any persons duly authorized by the Federal government shall have full access to and the right to examine and copy any or all books, records, documents, and other materials regardless of form or type which are pertinent to grant performance or which reflect direct and indirect costs related to this grant. Access right shall continue during the record retention period after the grant's ending date.

This access right shall extend to all business hours and places where any grant activity is conducted. The **SUBRECIPIENT** shall include these access requirements in all subcontracts.

B. Audits and Monitoring – The **SUBRECIPIENT** shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi, and **SMPDD/TDWDB** regulations, policies, and procedures governing audits and monitoring.

All Non-Federal entities that expend $750,000 or more during the Non-Federal entity's fiscal year in total Federal awards from all funding sources must have a single audit conducted for that year, in accordance with 2 CFR 200. All for-profit organizations that expend $750,000 or more during the for-profit's fiscal year in total federal awards must have a single audit conducted for that year in accordance with 2 CFR 200.

The **SUBRECIPIENT** shall regularly and adequately oversee and monitor its activities to ensure full compliance with WIOA regulations and grant obligations. Actual performance should be compared to the planned goals periodically. Corrective action procedures should be implemented, or technical assistance requested when problems are noted. **SMPDD/TDWDB** may also monitor this agreement. Federal agencies may also monitor this grant from time to time.

C. Program Income – Any revenue generated by this grant, except profit generated by a for-profit entity, up to the limit set in the Budget Narrative, shall be considered program income. Program income must be tracked by funding source and reported to **SMPDD/TDWDB** on the monthly reporting worksheet. All program income must be spent on allowable WIOA activities in accordance with State and Federal requirements. The **SUBRECIPIENT** agrees to comply with **SMPDD/TDWDB** policies regarding charging of fees. Fees shall be reviewed and approved in advance by the **SMPDD/TDWDB**. No fees will be imposed upon any individuals for the receipt of services funded under this grant.

D. PELL, Trainee Financial Assistance, and Other WIOA Cost Reductions – The **SUBRECIPIENT** shall identify training costs supported or paid by other Federal, State, or local programs such as PELL Grants, the Trade Adjustment Act (TAA), Veterans programs, Vocational Rehabilitation, and other financial assistance for students, in order to ensure that WIOA funds are used in addition to funds otherwise available.

E. Maintenance of Effort – The **SUBRECIPIENT** agrees to expend funds received pursuant to this grant to supplement and not to supplant existing programs and activities.

F. Additional Funding – The **SUBRECIPIENT** will submit to **SMPDD/TDWDB** notice of receipt of any Federal, State, or local grants or other funding that significantly affects costs, quality, or quantity of grant services.

G. Resolution of Disallowed Costs – The **SUBRECIPIENT** agrees to participate in and be bound by determinations arising out of the **SMPDD/TDWDB** disallowed cost resolution and grievance procedures. If the **SUBRECIPIENT** violates or permits violation of the grant terms or conditions, the **SUBRECIPIENT** shall repay to **SMPDD/TDWDB** the amount of funds directly related to the violation. If a grant cost is disallowed after payment has occurred, the **SUBRECIPIENT** shall repay the amount of the disallowance to **SMPDD/TDWDB** within thirty (30) calendar days or on a written alternative schedule assigned by **SMPDD/TDWDB**. Grant funds shall not be used to repay questioned or disallowed costs.

H. Taxes – It is mutually agreed that all applicable payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the **SUBRECIPIENT'S** staff, shall be paid as and when due as agreed upon by the **SUBRECIPIENT.**

I. Travel – The **SUBRECIPIENT** must comply with the applicable requirements of the Federal Travel Regulations provided by the U. S. General Services Administration. In the absence of an acceptable **SUBRECIPIENT** policy regarding travel costs, the rates and amounts established under subchapter 1 of Chapter 57 of Title 5, U. S. Code, will apply.

J. Rebates – The **SUBRECIPIENT** agrees to notify **SMPDD/TDWDB**, in writing, of any income resulting from lease/rental rebates or other rebates, interest, credits of any other financial benefits generated by the agreement. Action shall be taken to reimburse SMPDD/TDWDB for such income appropriately.

K. Confidentiality – The use or disclosure of any information concerning WIOA program applicants or participants for any purpose not directly connected with the administration of this contract is prohibited, except as required by law or as authorized by written consent of an applicant or a participant, or by his/her legally authorized representative.

All medical information and information regarding a participant's disability or any medical conditions must be kept confidential and maintained in a file separate from the participant's file.

L. Consultants – Consultant fees paid under this contract shall be limited to $300 per day without **SMPDD/TDWDB** written approval of a higher rate.

M. Fair Pricing – If any grant costs or prices are significantly increased or decreased as a result of defective information submitted by the **SUBRECIPIENT**, **SMPDD/TDWDB** reserves the right to renegotiate the grant or to disallow and collect funds obtained by the **SUBRECIPIENT** due to false or negligently submitted information.

N. Fair Competition – The **SUBRECIPIENT** assures that prices and costs have been arrived at independently, without consultation, communication, or agreement to restrict competition. This does not preclude or impede the formation of a consortium of companies and agencies.

O. Litigation Expenses –Grant funds cannot be used for litigation against the **SMPDD/TDWDB** or the Federal Government.

P. Record Maintenance – The **SUBRECIPIENT** shall maintain and safeguard participant files and records, project records and documents, and evidence of accounting procedures and practices. Records must be sufficient to justify all payments claimed and paid under this grant. These records shall be retained and made available to **SMPDD/TDWDB**, MDES, and Federal agents as follows:

- Retain all records for at least three (3) years after submittal of the grant closeout package to the **SMPDD/TDWDB**;
- Retain all records of nonexpendable property acquired in whole or in part by grant funds for at least three (3) years after disposition of such property;

- Retain all grant records beyond three (3) years if any litigation or audit is begun or if a notice of such or claim is instituted involving this grant. In this instance, records will be retained until the litigation, audit, or claim has been fully and finally resolved; and

- Records regarding discrimination complaints and actions taken thereto are confidential and shall be maintained for not less than three (3) years from the final resolution of the discrimination complaint.

Records must be stored in such a manner that will preclude their loss or damage. The **SUBRECIPIENT** will be responsible for the costs of record storage. Grant records must be adequately marked and stored to facilitate the identification and retrieval of all grant records.

Q. Cost Limitations-The **SUBRECIPIENT** shall comply with the cost limits described in 2 CFR 200. Also, expenditures for the total grant award and each cost category shall not exceed the budget without approval from **SMPDD/TDWDB**.

R. Modifications-The **SUBRECIPIENT** shall be restricted to processing only **one (1)** modification during each quarter for each basic grant agreement. Exceptions will be made if financial obligations must be altered immediately.

S. Performance Review- **SMPDD/TDWDB** shall evaluate the participant data and fiscal reports for the grant at the end of each quarter. The review will include an analysis of goal achievement, expenditure levels, cost limitation by cost category, and other related items. If the grant performance is not satisfactory, the agreement may be modified or terminated.

Reporting Requirements-

1. Program Planning Summary *(If Applicable)*
The Program Planning Summary (PPS) displays cumulative participant and expenditure goals by quarter for WIOA-funded activities. A separate PPS must be completed for each project or activity. The basic agreement must include the initial PPS. The goals/ measures entered on each PPS should agree with goals explained in the contract Statement of Work. Revisions may be accepted on a quarterly basis and must be included in contract modifications that reflect changes in the goals and measures or changes in the budget.

Reporting Worksheet
The Reporting Worksheet is a concise report of accruals and actual disbursements for the reported quarter plus cumulative expenditures to date for the contract period. A printed worksheet form showing each activity listed on the agreement Budget Summary page will be mailed quarterly to the **SUBRECIPIENT**. By the seventh (7th) calendar day after the end of each quarter, the **SUBRECIPIENT** must

submit the worksheet reporting expenditures through the end of the previous quarter, which is the reported quarter.

Closeout Package

The **SUBRECIPIENT** is required to submit a completed closeout package to **SMPDD/TDWDB** within thirty (30) days after the ending date of the contract. Each closeout package shall bear original signatures. Closeout package shall include financial, performance and other information as required by **SMPDD/TDWDB.**

10. Prohibitions

A. Lobbying – The **SUBRECIPIENT** certifies, by the initials of the primary signatory below, that it complies with Section 319 of Public Law 101-121 and with 29 CFR 93, which restricts lobbying. The **SUBRECIPIENT** shall make available, upon request, certification of compliance. The **SUBRECIPIENT** shall also make available, upon request, lobbying disclosure information as required by 20 CFR 667.200 (e). The initials of Primary Signatory below is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, U.S. Code.

_____ Initials of Primary Signatory _____ Date

B. Drug-Free Workplace Certification – The **SUBRECIPIENT** certifies that it complies with the requirements for a drug-free workplace, codified at 29 CFR Part 98.

C. Debarment and Suspension – The **SUBRECIPIENT** certifies, by the initials of the Primary Signatory below, that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, Debarment, Suspension and Ineligibility codified at 48 CFR, Part 9, Subpart 9.4, and that it will not subcontract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs.

_____ Initials of Primary Signatory _____ Date

D. Non-Employee Status of Trainees – Trainees in programs under this agreement are not considered to be Federal, State, or **SMPDD** employees.

E. Employment Terms, Benefits, and Working Conditions – All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this contract may be used for contributions on behalf of trainees to retirement systems or plans.

F. Political Activity – WIOA funds shall not be provided for any program that involves political activities, pursuant to WIOA Section 195.

11. **Grievances, Complaints and Disputes –** The **SUBRECIPIENT** may either adopt its grievance and complaint procedure, which must comply with **SMPDD/TDWDB** requirements for WIOA grievance procedures or shall adopt and utilize the **MDES'S** grievance and complaint procedures.

The **SUBRECIPIENT** shall promptly notify **SMPDD/TDWDB** upon receiving any grievances or complaints filed against the **SUBRECIPIENT** or its subcontractors regarding WIOA. The **SUBRECIPIENT** must ensure that all subcontractors, including On-the-Job Training employers, have employee grievance procedures that address, at a minimum, the terms and conditions of WIOA employment. The **SUBRECIPIENT** may, in turn, elect to allow its subcontractors to utilize either the **SUBRECIPIENT'S** or **SMPDD/TDWDB'S** grievance and complaint procedures.

12. **Program Rules and Conditions**

A. The **SUBRECIPIENT** shall conduct all agreement activities at locations known to and approved in advance by **SMPDD/TDWDB**. Location changes shall require prior written consent by **SMPDD/TDWDB.**

B. All program, training and subsidized worksites shall observe health and safety standards as established and required by Federal and State laws and regulations.

C. Training and subsidized worksites must provide customers with assignments designed to keep them engaged in constructive activities overseen by skilled instructors or supervisors. Work assignments must correspond to each customer's training area.

D. Worksites must keep accurate time and attendance records to substantiate the individual's participation.

E. The **SUBRECIPIENT** shall provide orientation, during which participants shall be informed of program requirements and objectives.

13. **Publicity and Public Announcements**

A. No funds provided under this grant shall be used for the preparation, printing, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to lobby, support, or defeat legislation pending before the U. S. Congress or the State of Mississippi. No grant funds may be used to influence federal or state legislation or appropriations.

B. When issuing statements, press releases, and requests for proposals, bid solicitations, and other documents describing programs funded in whole or in part by this grant, the **SUBRECIPIENT** shall state that the program will be financed with Federal funds. The **SUBRECIPIENT** will acknowledge **SMPDD/TDWDB** as a funding source in any press releases, public statements or any other documents related to their WIOA-funded operations. Also, news releases should include information that the WIOA-funded program is an equal opportunity program or indicate that discrimination in the WIOA-funded program is prohibited by Federal law.

14. Conflict of Interest

A. Every reasonable course of action will be taken by the **SUBRECIPIENT** in order to maintain the integrity of grant expenditures and to avoid any favoritism or illegal conduct. This grant will be administered impartially, free from improper personal, financial, or political gain.

B. The **SUBRECIPIENT** shall have a written Code of Conduct. The Code of Conduct shall contain penalties, sanctions, or other disciplinary actions. The Code of Conduct shall apply to the **SUBRECIPIENT'S** staff. The Code of Conduct shall ensure that no one in a decision-making capacity shall have an improper conflict of interest. The Code of Conduct shall also address nepotism.

15. Subcontracts

A. Grant work shall not be subcontracted, assigned, or delegated without **SMPDD/TDWDB** written consent. Subcontracts, if approved, shall contain applicable contract/grant requirements. The **SUBRECIPIENT** shall be responsible for subcontractor compliance and shall ensure that the subcontractor spends funds only for allowable activities. This paragraph does not apply to On-the-Job Training agreements with employers, Individual Training Accounts issued to participants, and Supportive Service payments delivered in accordance with **SMPDD/TDWDB** policies and procedures.

16. Waivers and Severability

A. A failure by **SMPDD/TDWDB** to exercise its grant rights shall not constitute a waiver of any agreement right.

B. If any part of this grant is declared invalid by a court, the remaining parts shall remain in full force and effect.

17. Resolution of Conflicting Provisions

If any provision of this grant conflicts with Federal or State law, the conflict will be resolved by giving precedence in the following order:

A. The existing or hereinafter Workforce Innovation and Opportunity Act (WIOA) and the DOL's rules relating to WIOA;

B. State of Mississippi laws, rules, and directives, including the State WIOA plan and its modifications; and

C. This grant and its modifications.

18. Independent Capacity of SUBRECIPIENT

The parties declare that the **SUBRECIPIENT** and any agents and employees of the **SUBRECIPIENT**, are acting independently and are not officers, employees, or agents of **SMPDD/TDWDB**.

FIRE DEPARTMENT

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

Central Station
1515 23rd Avenue
Gulfport, MS 39501

Memorandum
FIRE DEPARTMENT

To: Mayor Billy Hewes
Dr. John Kelly, CAO
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
Councilman Myles Sharp
Councilman Robert Flowers
Councilwoman Richard Kosloski

From: Kelley, Billy

Date: September 12, 2022

Re: **Permission to Accept Funds for SMPDD Workforce Innovation & Opportunity Act.**

Please place the item described below on the September 20, 2022 Council Agenda.

The Gulfport Fire Department respectfully requests permission to accept grant funding from the Southern Mississippi Planning & Development District Workforce Innovation & Opportunity Action for the September 1, 2022 through June 30, 2023 Firefighter Course in the amount of approximately $76,593.00. There are no matching funds required for this request.

In coordination with the Mississippi Code Section 45-11-203, all requirements will *meet or exceed the minimum standards of the National Fire Protection Association Firefighter Professional Qualification Standards 1001-I-II*

Thank you for your consideration in this matter,

Billy Kelley
Fire Chief, City of Gulfport

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 AUTHORIZE AN EXPENDITURE OF FUNDS IN SUPPORT OF THE HARRISON COUNTY MOTOR VEHICLES FOR HIRE AUTHORITY, PURSUANT TO INTERLOCAL AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a party to an Interlocal Agreement (FOURTH AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLES FOR HIRE AND FOR OTHER RELATED PURPOSES) with the Cities of Biloxi and D'Iberville pursuant to which the City of Gulfport is a participating entity in the Harrison County Motor Vehicles for Hire Authority (hereinafter, "the Authority"); and

WHEREAS, the aforementioned Fourth Amended and Restated Interlocal Agreement requires each participating entity to support the Authority financially, according to a formula contained in the Agreement; and

WHEREAS, the City of Gulfport's FYE 2022 total expenditure in support of the operations of the authority is $32,775.00 and the Authority has submitted an invoice for a quarterly payment ($8,193.00); and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such expenditure and that making such expenditure, which shall be paid out of available funds in the general fund of the City, is 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 City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds, via special check which is hereby authorized (if necessary), in the total amount of $8,193.00 to the Motor Vehicles for Hire Authority in payment of the second quarterly payment.

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

MOTOR VEHICLE FOR-HIRE AUTHORITY
Gulfport – Biloxi – D'Iberville

14035-V Airport Rd. – Suite 143
Gulfport, MS 39503
Phone 228-222-3274 / Fax 228-222-3275
Email: MVFHA@MVFHA.ORG

09/05/2022

City of Gulfport
PO Box 1780,
Gulfport, MS 39502

Attn: Brittany Rogers

Clerk of Council

Invoice

Date	Item	Amount
July 1, 2022 - September 30, 2022	City of Gulfport's 2021-2022 Fourth Quarter contribution to Motor Vehicle for Hire Authority operating budget	$8,193.00

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 _____ day of _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE CARTER'S CHAMPIONS CRUISE-IN FOR BREAST CANCER AND THE 6TH ANNUAL 5K PINK DRESS RUN/WALK ON, AND FOR RELATED PURPOSES

WHEREAS, Carter's Champions plans to host, with the City of Gulfport, the inaugural Community Cruise-In for Breast Cancer to kick off Breast Cancer Awareness Month and Cruisin' the Coast on Saturday, October 1, 2022; and

WHEREAS, Carter's Champions plans to host the 6th Annual 5K Pink Dress Run/Walk on Saturday, October 22, 2022 in downtown Gulfport, and includes a Box Car Derby, concert, and The Grazin' Station featuring food and beverages from downtown Gulfport restaurants; and

WHEREAS, Carter's Champions has requested that the City provide an in-kind contribution in benefit of the two events in the form of a fee waiver for the use of the City's large stage for each event, as well as provide two-three city workers for trash clean-up during and after the Cruise-In for Breast Cancer event in order to clean the area prior to the View the Cruise event; and

WHEREAS, the City of Gulfport will receive advertising thru the advance promotion of and press coverage afforded the events; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the area; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation of the use of the City's large stage to Carter's Champions in support of the Community Cruise-In for Breast Cancer event, to be held on October 1, 2022, and the 6th Annual 5K Pink Dress Run/Walk to be held at the Orange Grove Community Center on October 6, 2022, as well as two-three City workers to for trash clean-up after this event, and that the same serves the purposes of advertising and bringing into

favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the City's large stage and two-three city workers to be used in support of Carter's Champions 6th Annual 5K Pink Dress Run/Walk event and the Carter's Champions Cruise-In for Breast Cancer event, and to advertise the City of Gulfport as further set forth herein.

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

Honorable Mayor Billy Hewes
Chief Administrative Officer Leonard Papania
Gulfport City Council
City Hall, 2309 15th Street
Gulfport, MS 39501
September 2, 2022

Dear Mayor Hewes, CAO Papania and City Council Members,

Breast Cancer Awareness Month is approaching and Carter's Champions will host the 6th annual 5K Pink Dress Run/Walk on Saturday, October 22, 2022 in downtown Gulfport. This year, we will also be partnering with the City of Gulfport to host the inaugural Community Cruise-In for Breast Cancer to kick off Breast Cancer Awareness Month and Crusin' the Coast. This event is scheduled for Saturday, October 1, 2022 and includes the Box Car Derby, a concert and The Grazin' Station featuring food and beverages from downtown Gulfport restaurants. Proceeds from the Pink Dress Run and the Cruise-In are donated to the Memorial Foundation to provide financial assistance for breast cancer patients being treated through the Memorial Health System.

We do our very best to keep expenses low so that funds raised will be used for the donors' intended purpose. To that end, we are asking the City of Gulfport to help sponsor this year's events by providing the large stage free of charge on both Oct. 1st and Oct.22nd . In return the City of Gulfport and the Main Street logos will be included on the Carter's Champions website, Facebook page, banners, posters, flyers and Public Service Announcements as well as being mentioned from the stage.

The Cruise-In activities should end about 10pm on October 1st but the area needs to be cleaned by 5:30am for View the Cruise. Could the City please provide 2-3 City workers, at no charge to Carter's Champions, for trash clean-up during and after the event? This will allow our small group of volunteers to clear the area and reload our equipment and supplies. Thank you for your consideration of our request. Please don't hesitate to call or email any questions you may have.

Sincerely,

Liz Gaulke

Liz Gaulke, Executive Director
Carter's Champions – Pink Dress Run
Cell: 228.243.8221 | Email: gaulkeliz@gmail.com

Carter's Champions. We fight for those who can't fight for themselves Serving the Mississippi Gulf Coast

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 CARTER'S CHAMPIONS COMMUNITY CRUISE-IN 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

OFFICE OF THE CAO

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789
Fax: 228-868-5800

City Hall
2309 15th St.
Gulfport, MS 39501

To: Mayor Billy Hewes
Leonard Papania, CAO
City Council

From: Brittany Dyess, Special Events Manager

Date: 09/07/2022

Re: Letter Requesting Road Closure Approval for Carter's Champions Community Cruise-in 2022

Breast Cancer Awareness Month is approaching and Carter's Champions will host the 1st Annual Community Cruise-in event in Downtown Gulfport on Saturday, October 1st, 2022. They are requesting a road closure for this event at the following locations:

Road Closure request for Saturday, October 1st, 2022, starting at 6am until Sunday, October 2nd at 6pm at the following locations:

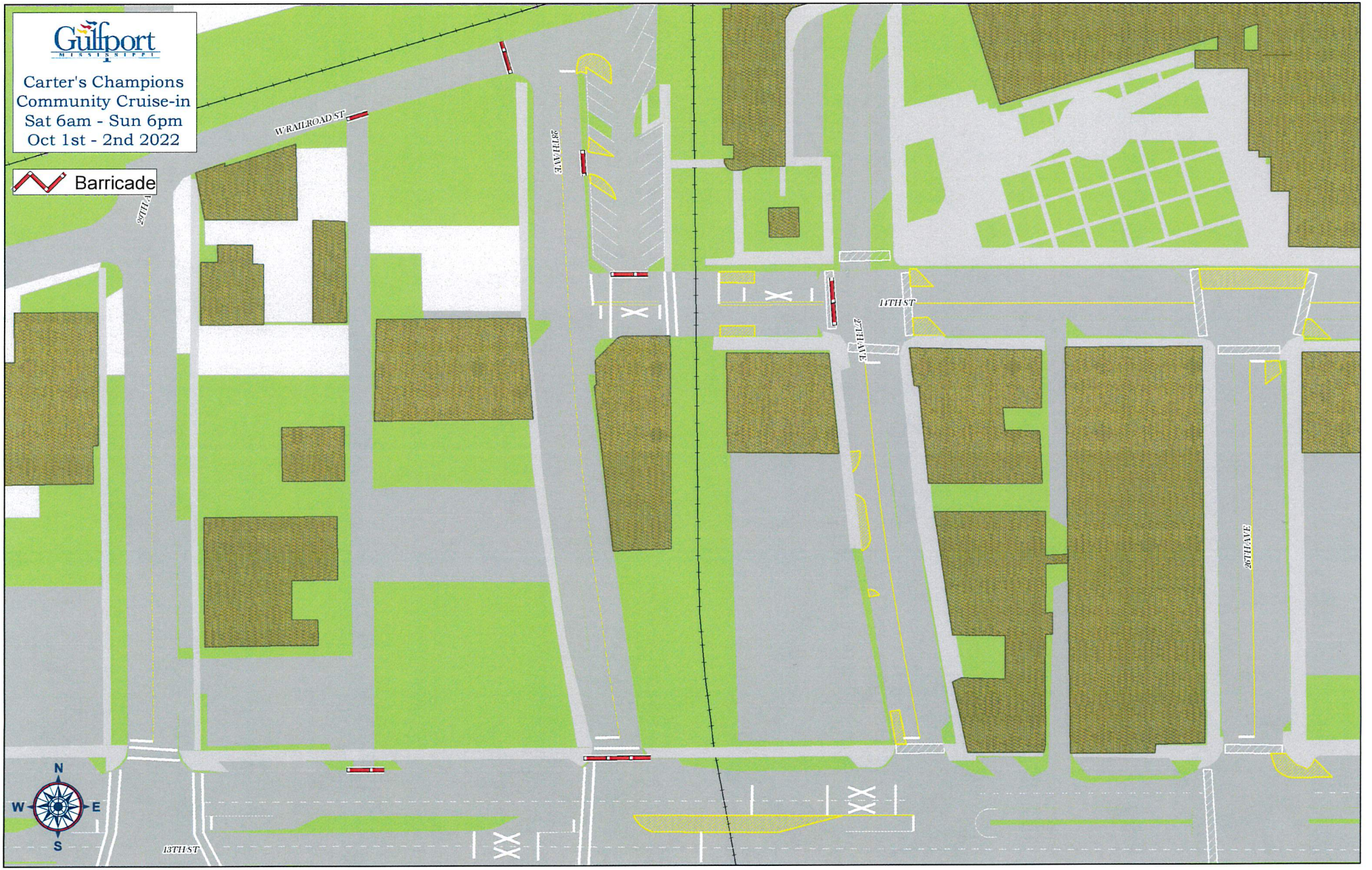
-15th St/28th Ave North end by Railroad tracks
-13th St/ 28th Ave
-14th St/ 27th Ave Westside of intersection
-Alley (both ends of alley) south of 15th Street/Railroad tracks
-Parking lot directly north across the street from Chandeleur Brewing at the corner of 14th Street & 28th Avenue for event setup.

*Please note that this event is the day prior to View the Cruise & both organizations are working together for smooth cross over.

*Citing Ordinance #2988 No Parking Signs will be utilized and installed 96 hours in advance of this event.

*Gulfport Police Department has approved of this road closure.

Brittany Dyess,
Special Events Manager


Gulfport
MISSISSIPPI
Carter's Champions
Community Cruise-in
Sat 6am - Sun 6pm
Oct 1st - 2nd 2022
Barricade
W RAILROAD ST
28TH AVE
26TH AVE
14TH ST
27TH AVE
26TH AVE
13TH ST
N
W
E
S

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 CARTER'S CHAMPIONS 5K PINK DRESS RUN 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

OFFICE OF THE CAO

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789
Fax: 228-868-5800

City Hall
2309 15th St.
Gulfport, MS 39501

To: Mayor Billy Hewes
Leonard Papania, CAO
City Council

From: Brittany Dyess, Special Events Manager

Date: 09/07/2022

Re: Letter Requesting Road Closure Approval for Carter's Champions 5K Pink Dress Run 2022

Breast Cancer Awareness Month is approaching and Carter's Champions will host the 6th annual 5K Pink Dress Run/Walk on Saturday, October 22nd, 2022, in Downtown Gulfport. They are requesting a road closure for this event at the following locations:

Road Closure request for 6am Friday, October 21st through 6pm Saturday, October 22nd at the parking lot directly north across the street from Chandeleur Brewing at the corner of 14th Street & 28th Avenue for event setup.

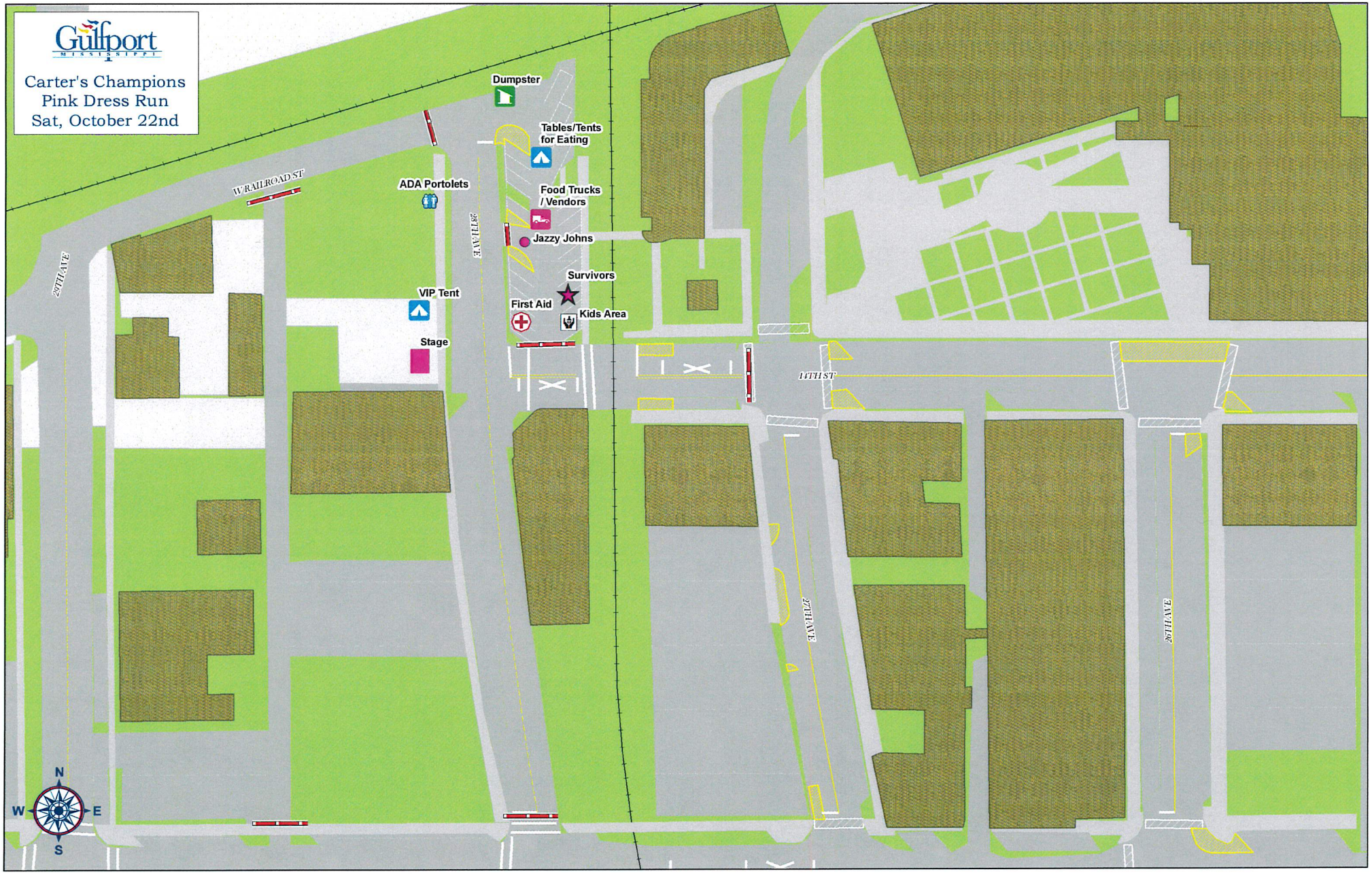
Road Closure request for Saturday, October 22nd from 6am until 6pm at the following locations:
-15th St/28th Ave North end by Railroad tracks
-13th St/ 28th Ave
-14th St/ 27th Ave Westside of intersection
-Alley (both ends of alley) south of 15th Street/Railroad tracks

*Citing Ordinance #2988 No Parking Signs will be utilized and installed 96 hours in advance of this event.

*Gulfport Police Department has approved of this road closure.

B a. D

Brittany Dyess,
Special Events Manager


Gulfport
MISSISSIPPI
Carter's Champions
Pink Dress Run
Sat, October 22nd
Dumpster
Tables/Tents
for Eating
ADA Portolets
Food Trucks
/ Vendors
Jazzy Johns
Survivors
VIP Tent
First Aid
Kids Area
Stage
W RAILROAD ST
28TH AVE
29TH AVE
27TH AVE
26TH AVE
11TH ST
N
W
E
S

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 WESTMINSTER PRESBYTERIAN CHURCH'S FALL FESTIVAL, 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

OFFICE OF THE CAO

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789
Fax: 228-868-5800

City Hall
2309 15th St.
Gulfport, MS 39501

To: Mayor Billy Hewes
Leonard Papania, CAO
City Council

From: Brittany Dyess, Special Events Manager

Date: 09/01/2022

Re: Letter Requesting Road Closure Approval for Westminster Presbyterian Church's Fall Festival

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Westminster Presbyterian Church will host its annual Fall Festival on Saturday, October 29th, 2022, at the Serenity Park section of the Bayou View Park. The event will include free games, hotdogs and music. They are requesting a road closure for Saturday, October 29th, 2022, from 10am until 5pm due to pedestrian safety.

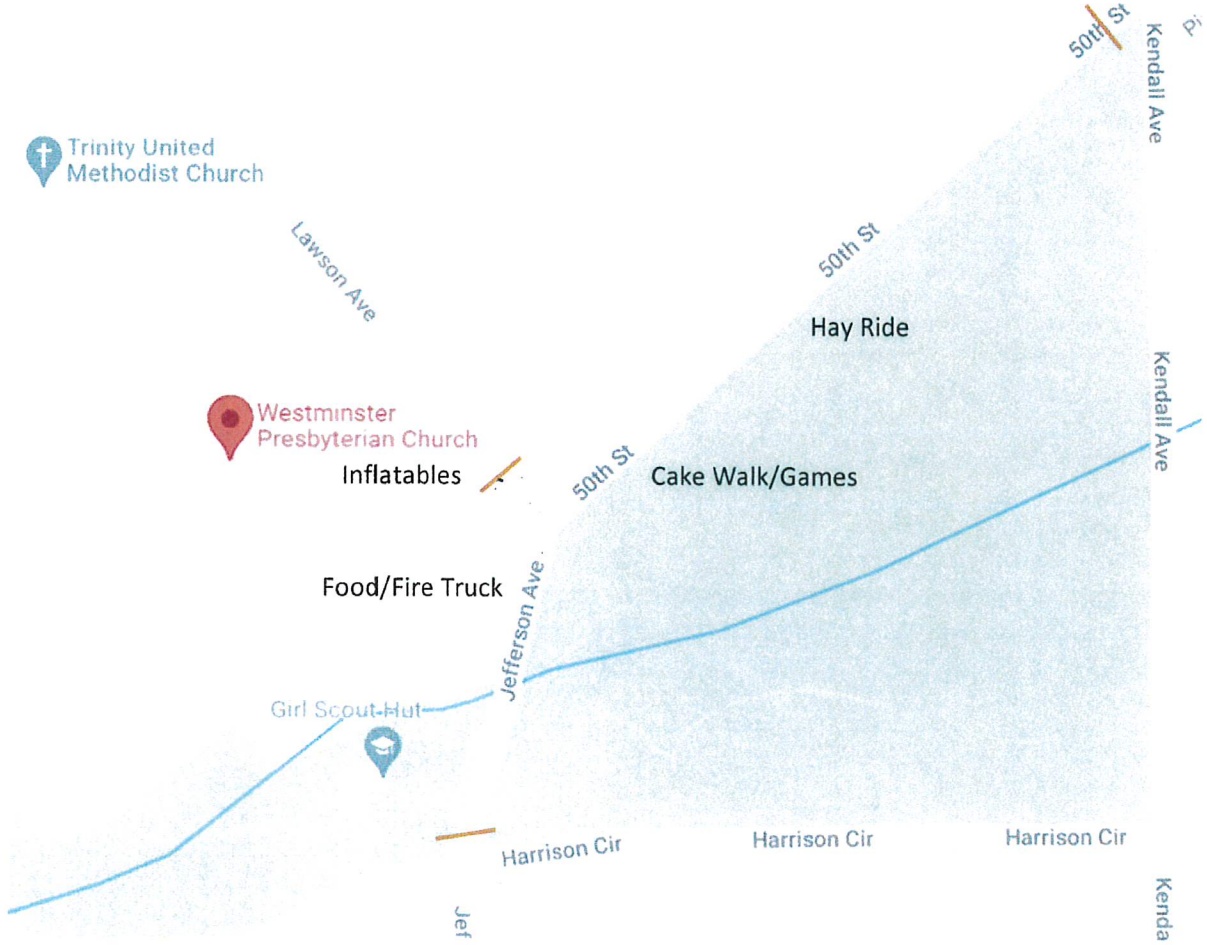
Road Closure request for Saturday, October 29th, 2022, from 10am until 5pm at the following locations:
-5005 Lawson Avenue at Jefferson Avenue
-Jefferson Avenue at Harrison Circle
-50th Street from Lawson Avenue to Kendall Avenue

*Also, please note that Westminster Presbyterian Church does recognize that there is one house located at 5000 Lawson Avenue that will be affected by this road closure. The house has two driveways: one on Lawson, which will not be blocked and the other one on 50th Street, which will be blocked. If the resident needs access from the driveway on 50th Street, the Church can easily make that happen. The Church has tried to make contact with the resident there but each time the resident has not been home; the Church will continue to reach out.

*Gulfport Police Department has approved of this road closure.

B. a. D.

Brittany Dyess,
Special Events Manager


Trinity United Methodist Church
Lawson Ave
Westminster Presbyterian Church
Inflatables
50th St
Cake Walk/Games
Food/Fire Truck
Jefferson Ave
Girl Scout Hut
Harrison Cir
Harrison Cir
Harrison Cir
50th St
Kendall Ave
Hay Ride
Kendall Ave
Jef
Kenda

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper

Date: September 8, 2022

Re: **Budget Amendment**

The following budget amendment is being requested so that the funds can be used to offset fuel expenses for the Police Department. I request your permission to place these funds in the account below.

Line Item	Decrease	Increase
213-623500 Prisoner Meals and Housing	-60,000.00	
213-61400 Gasoline, Oil and Grease		60,000.00
Total	-60,000.00	60,000.00

I appreciate your help. If you have any questions, please call.

CF

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	09/20/22
Department #	213	Budget Amendment Number:	2022-164
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	16,305,505	(741,426)	-	15,564,079
Supplies	1,365,113	181,532	60,000	1,606,645
Other Services	1,981,225	-	(60,000)	1,921,225
Capital	142,000	988,525	-	1,130,525
Total	**19,793,843**	**428,631**	**-**	**20,222,474**

Total Budget Amendments as a percentage of the total originally adopted budget **2.17%**

SUMMARY:

At the request of the Police Department, this budget amendment reallocates unused contractual services money (jail meals and housing) to Supplies (gasoline). This is necessary due to increased fuel costs.

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.

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: Inspector/Plans Review Defund/Fund & Ordinance Request - Urban Development

DATE: September 6th, 2022

The Director of Urban Development is requesting to defund the Inspector / Plans Review position and fund it back effective September 20th, 2022. I am requesting Ordinance to fund the Inspector / Plans Reviewer position (which will give the department a total of 2 positions) to the Department of Urban Development in Grade 203.

Position Number: 828

Requesting to fund:
Grade Information:
Grade 203
Minimum Step: $37,732.25
Maximum Step: $56,178.18
Funding Max Amount: $56,178.18

The employee that resided in this position was promoted to Building Official effective 08/22/2022.

Attachments:
- Current Job Description
- Organization Chart

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	09/20/22
Department #	611	Budget Amendment Number:	2022-165
Department Name	Urban Development		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Urban Development				
Personnel Services	1,840,671	6,133	(6,224)	1,840,580
Supplies	44,940	-	-	44,940
Other Services	343,177	52,795		395,972
Capital	41,000	-	-	41,000
Total	**2,269,788**	**58,928**	**(6,224)**	**2,322,492**

Total Budget Amendments as a percentage of the total originally adopted budget **2.32%**

SUMMARY:

As required by Ordinance, this position was defunded when vacanted by promotion.

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.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	09/20/22
Department #	611	Budget Amendment Number:	2022-166
Department Name	Urban Development		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Urban Development				
Personnel Services	1,840,671	(91)	6,224	1,846,804
Supplies	44,940	-	-	44,940
Other Services	343,177	52,795		395,972
Capital	41,000	-	-	41,000
Total	**2,269,788**	**52,704**	**6,224**	**2,328,716**

Total Budget Amendments as a percentage of the total originally adopted budget **2.60%**

SUMMARY:

As requested by the Urban Development department, the budget amendment refunds the Inspector / Plans Review position.

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.

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: Inspector/Plans Review Defund/Fund & Ordinance Request - Urban Development

DATE: September 6th, 2022

The Director of Urban Development is requesting to defund the Inspector / Plans Review position and fund it back effective September 20th, 2022. I am requesting Ordinance to fund the Inspector / Plans Reviewer position (which will give the department a total of 2 positions) to the Department of Urban Development in Grade 203.

Position Number: 828

Requesting to fund:
Grade Information:
Grade 203
Minimum Step: $37,732.25
Maximum Step: $56,178.18
Funding Max Amount: $56,178.18

The employee that resided in this position was promoted to Building Official effective 08/22/2022.

Attachments:
- Current Job Description
- Organization Chart

MEMORANDUM – CITY OF GULFPORT

Date: **SEPTEMBER 9, 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 20th Day Of September, 2022.**

Please place the attached item on the above referenced council agenda for resolutions awarding bids.

MEMORANDUM – CITY OF GULFPORT

Date: SEPTEMBER 9, 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: 0711K-03-082.000. Lot 2 Blk 2 Ext Of Stokes Subd. Awarded To L & M Lawn Care For $4758.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure From Site Located At 1204 Hardy Ave. (Mcintosh Keisha) Case: 9536

Parcel 2: 0710I-03-016.000. Lots 1 & 2 Blk 12 Factory Hill Sec 32-7-11. Awarded To Grassmasters Lawn Service Llc For $125.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, From Site Located At 3521 35th Ave. (State Of Miss 6/8/2020) Case: 9594

Parcel 3: 0711K-04-046.000. Beg On W Line Of Lot 8 300 Ft N Of Sw Cor Of Lot 8 For Beg E 96 Ft N 50 Ft W 96 Ft S 50 Ft To Beg Part Of Lot 8 Silverdale Add. Awarded To Grassmasters Lawn Service Llc For $1000.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, From Site Located At 1520 Dixie Ave. (St Clair Shaniel) Case: 9752

Ward 2

Parcel 4: 0811A-02-079.000. Lots 10 & 11 Blk 8 Broadmoor Place. Awarded To 860 Property Maintenance For $450.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, From Site Located At 2320 Kelly Ave. (Anticich Gregory M) Case: 9810

WARD 3

Parcel 5: 0911D-01-015.000. Lots 5 To 7 Inc Blk 17 Grasslawn. Awarded To 860 Property Maintenance For $750.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Board Up And Secure

Openings From Site Located At 721 27th St. (Gibbs Timothy B & Layman Janyce A) Case: 9525

Parcel 6: 0810N-03-040.000. Lots 6 To 8 Blk 22 Standard Land. Awarded To Grassmasters Lawn Service Llc For $9900.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure From Site Located At 29th St. (Patterson Barbara L) Case: 9634

Parcel 7: 0810N-03-041.000. Lots 9 & 10 Blk 22 Standard Land. Awarded To Grassmasters Lawn Service Llc For $8000.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, From Site Located At 29th St. (Pattersons' Rental Complex I Llc) Case: 9635

Parcel 8: 0810C-03-028.000. Lots 1 To 5 Inc Blk 141 North Gulfport Secs 27/28-7-11. Awarded To Grassmasters Lawn Service Llc For $700.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Board Up And Secure Openings From Site Located At 15162 Tyler St. (Pittman James Lee) Case: 9779

Ward 5

Parcel 9: 0808J-01-051.000. Lot 7 Blk 9 Kerns Add To Bel Aire Subd Part 3. Awarded To Grassmasters Lawn Service Llc For $250.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, From Site Located At 112 Imilda Dr. (Covington Henri K) Case: 9808

WARD 7

Parcel 10: 0808E-01-043.000. Lot 7 Blk 15 Northwood Hills Subd. Awarded To Grassmasters Lawn Service Llc For $500.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, From Site Located At 15365 Cedar Ct. (Herbert Harry) Case: 9813

TOTAL: $ 26,433.00

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 **20th** day of **September, 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: 0711K-03-082.000. Lot 2 Blk 2 Ext Of Stokes Subd. Awarded To L & M Lawn Care For $4758.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure From Site Located At 1204 Hardy Ave. (Mcintosh Keisha) Case: 9536

Parcel 2: 0710I-03-016.000. Lots 1 & 2 Blk 12 Factory Hill Sec 32-7-11. Awarded To Grassmasters Lawn Service Llc For $125.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, From Site Located At 3521 35th Ave. (State Of Miss 6/8/2020) Case: 9594

Parcel 3: 0711K-04-046.000. Beg On W Line Of Lot 8 300 Ft N Of Sw Cor Of Lot 8 For Beg E 96 Ft N 50 Ft W 96 Ft S 50 Ft To Beg Part Of Lot 8 Silverdale Add. Awarded To Grassmasters Lawn Service Llc For $1000.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, From Site Located At 1520 Dixie Ave. (St Clair Shaniel) Case: 9752

Parcel 4: 0811A-02-079.000. Lots 10 & 11 Blk 8 Broadmoor Place. Awarded To 860 Property Maintenance For $450.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, From Site Located At 2320 Kelly Ave. (Anticich Gregory M) Case: 9810

Parcel 5: 0911D-01-015.000. Lots 5 To 7 Inc Blk 17 Grasslawn. Awarded To 860 Property Maintenance For $750.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Board Up And Secure Openings From Site Located At 721 27th St. (Gibbs Timothy B & Layman Janyce A) Case: 9525

Parcel 6: 0810N-03-040.000. Lots 6 To 8 Blk 22 Standard Land. Awarded To Grassmasters Lawn Service Llc For $9900.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure From Site Located At 29th St. (Patterson Barbara L) CASE: 9634

Parcel 7: 0810N-03-041.000. Lots 9 & 10 Blk 22 Standard Land. Awarded To Grassmasters Lawn Service Llc For $8000.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, From Site Located At 29th St. (Pattersons' Rental Complex I Llc) Case: 9635

Parcel 8: 0810C-03-028.000. Lots 1 To 5 Inc Blk 141 North Gulfport Secs 27/28-7-11. Awarded To Grassmasters Lawn Service Llc For $700.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Board Up And Secure Openings From Site Located At 15162 Tyler St. (Pittman James Lee) Case: 9779

Parcel 9: 0808J-01-051.000. Lot 7 Blk 9 Kerns Add To Bel Aire Subd Part 3. Awarded To Grassmasters Lawn Service Llc For $250.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, From Site Located At 112 Imilda Dr. (Covington Henri K) Case: 9808

Parcel 10: 0808E-01-043.000. Lot 7 Blk 15 Northwood Hills Subd. Awarded To Grassmasters Lawn Service Llc For $500.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, From Site Located At 15365 Cedar Ct. (Herbert Harry) Case: 9813

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: SEPTEMBER 6, 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: 0811A-03-032.000. E 50 Ft Of W 100 Ft Lots 12 To 14 Blk 20 Broad Acres. Property Located At 1234 24th St. For Violation Of Remove/Haul Off All Trash & Debris. (Sprabery Peggy Peden & Donald Lee) Case: 10284

Parcel 2: 0910N-01-037.000. Lots 6 & 7 Blk 7 East Magnolia Grove & Also The N 1/2 Of The Vacated Alley Adjacent To Said Lots As Per 2006-10972. Property Located At 3200 F Ave. For Violation Of Remove/Haul Off All Trash & Debris. (Champ Inc) Case: 10101

Parcel 3: 0910A-05-060.000. Lot 2 Champlin Street Subd.. Property Located At 1455 Champlin Cir. For Violation Of Remove/Haul Off All Trash & Debris. (TM Construction Services LLC) Case: 10322

Parcel 4: 0908O-02-013.000. 2014-9943 Jimmy D Hughes Trustee Of Harvest Investments Revocable Trust Dated 12/10/2014 Lot 165 Pine Hill Subd Part 2. Property Located At 2705 East David Dr. For Violation Of Remove/Haul Off All Trash & Debris. (Hughes Jimmy D Trustee) Case: 10291

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

8/29/2022

VIA REGULAR U. S. MAIL

SPRABERY PEGGY PEDEN & DONALD LEE
1234 24TH ST
GULFPORT, MS 39501

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 1234 24TH ST

Dear SPRABERY PEGGY PEDEN & DONALD LEE:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 1234 24TH ST, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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 uncleanliness 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 Tyler Wales at (228) 868-5718.

Sincerely,

Tyler Wales

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 1234 24TH ST (for posting)
(4) City Attorney's Office

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

8/29/2022

VIA REGULAR U. S. MAIL

SPRABERY PEGGY PEDEN & DONALD LEE
7433 MENGE AVENUE
PASS CHRISTIAN, MS 39571

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 1234 24TH ST

Dear SPRABERY PEGGY PEDEN & DONALD LEE:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 1234 24TH ST, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.

Sincerely,

Tyler Wales

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 1234 24TH ST (for posting)
(4) City Attorney's Office


Aug 26, 2022 at 3:06 PM


Aug 26, 2022 at 3:06 PM


Aug 26, 2022 at 3:07 PM

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

8/25/2022

VIA REGULAR U. S. MAIL

CHAMP INC
1420 PASS RD
GULFPORT, MS 39501

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 3200 F AVE

Dear CHAMP INC:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 3200 F AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.

Sincerely,

Tyler Wales

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 3200 F AVE (for posting)
(4) City Attorney's Office

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

8/25/2022

VIA REGULAR U. S. MAIL

CHAMP INC
3200 F AVE
GULFPORT, MS 39507

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 3200 F AVE

Dear CHAMP INC:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 3200 F AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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 uncleanliness 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.

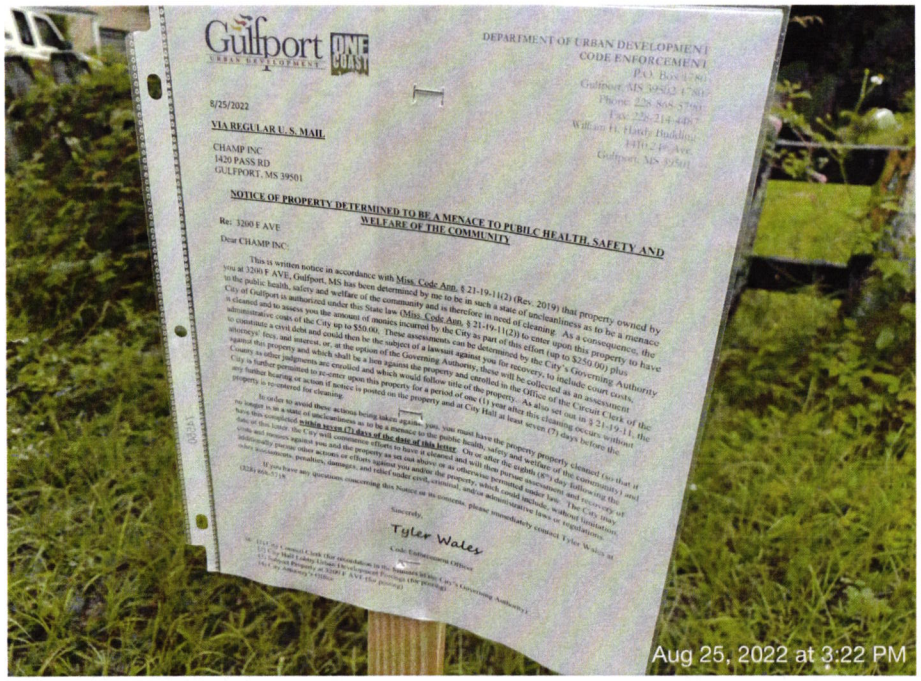
If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.

Sincerely,

Tyler Wales

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 3200 F AVE (for posting)
(4) City Attorney's Office


Gulfport
URBAN DEVELOPMENT
ONE COAST
DEPARTMENT OF URBAN DEVELOPMENT
CODE ENFORCEMENT
P.O. Box 4780
Gulfport, MS 39502-4780
Phone: 228-868-5780
Fax: 228-214-4857
William H. Hardy Building
1410 24th Ave
Gulfport, MS 39501
8/25/2022
VIA REGULAR U. S. MAIL
CHAMP INC
3420 PASS RD
GULFPORT, MS 39501
NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY
Re: 3200 F AVE
Dear CHAMP INC:
This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 3200 F AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to recover 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 uncleanliness 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, but not be limited to, fines/citations, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.
If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5716.
Sincerely,
Tyler Wales
Code Enforcement Officer
cc: City Council Clerk (for introduction to the Members of the City's Governing Authority)
City Hall Codes Urban Development Director (for posting)
Code Enforcement Property at 3200 F AVE (for posting)
City Attorney's Office
Aug 25, 2022 at 3:22 PM


Aug 25, 2022 at 3:22 PM

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

9/2/2022

VIA REGULAR U. S. MAIL

TM CONSTRUCTION SERVICES LLC
1455 CHAMPLIN CIR
GULFPORT, MS 39507

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 1455 CHAMPLIN CIR

Dear GORDON STEVEN W & BAUDINETTO CELINE:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 1455 CHAMPLIN CIR, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.

Sincerely,

Tyler Wales

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 1455 CHAMPLIN CIR (for posting)
(4) City Attorney's Office

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

9/2/2022

VIA REGULAR U. S. MAIL

TM CONSTRUCTION SERVICES LLC
11529 HIDDEN VALLEY RD
PASS CHRISTIAN, MS 39571

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 1455 CHAMPLIN CIR

Dear GORDON STEVEN W & BAUDINETTO CELINE:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 1455 CHAMPLIN CIR, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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 uncleanliness 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.

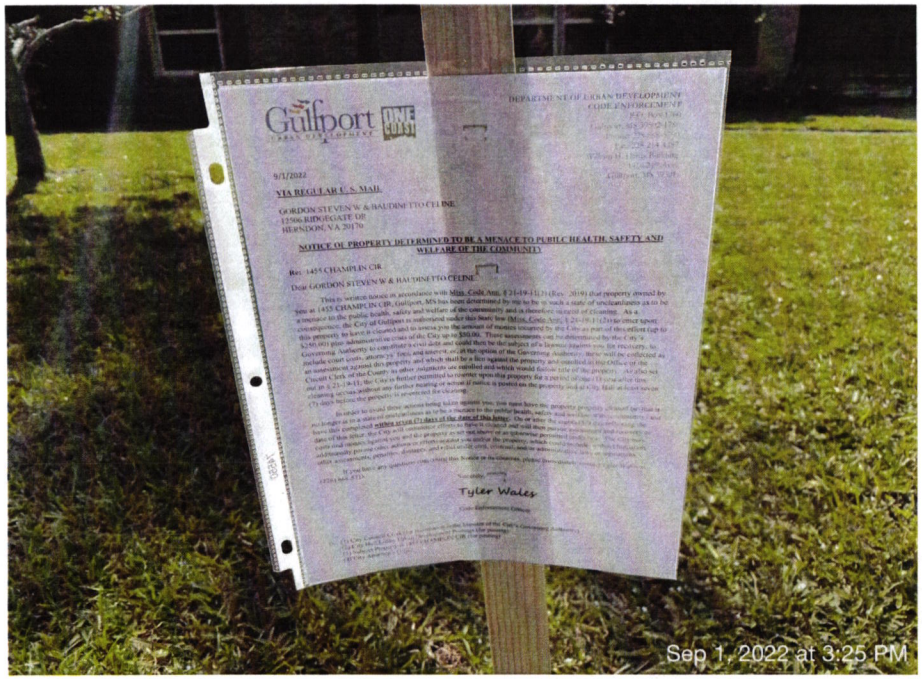
If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.

Sincerely,

Tyler Wales

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 1455 CHAMPLIN CIR (for posting)
(4) City Attorney's Office


Gulfport
DEPARTMENT OF URBAN DEVELOPMENT
CODE ENFORCEMENT
9/1/2022
VIA REGULAR U.S. MAIL
GORDON STEVEN W & HAUDINETTO CELINE
12506 RIDGEGATE DR
HERNDON, VA 20170
NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY
Re: 1455 CHAMPLIN CIR
Dear GORDON STEVEN W & HAUDINETTO CELINE:
Tyler Wales
Sep 1, 2022 at 3:25 PM


Sep 1, 2022 at 3:25 PM

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

8/29/2022

VIA REGULAR U. S. MAIL

HUGHES JIMMY D TRUSTEE
2705 EAST DAVID DR
GULFPORT, MS 39503

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 2705 EAST DAVID DR

Dear HUGHES JIMMY D TRUSTEE:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2705 EAST DAVID DR, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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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 2705 EAST DAVID DR (for posting)
(4) City Attorney's Office

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

8/29/2022

VIA REGULAR U. S. MAIL

HUGHES JIMMY D TRUSTEE
12410 BEAU FOREST DR
GULFPORT, MS 39503

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 2705 EAST DAVID DR

Dear HUGHES JIMMY D TRUSTEE:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2705 EAST DAVID DR, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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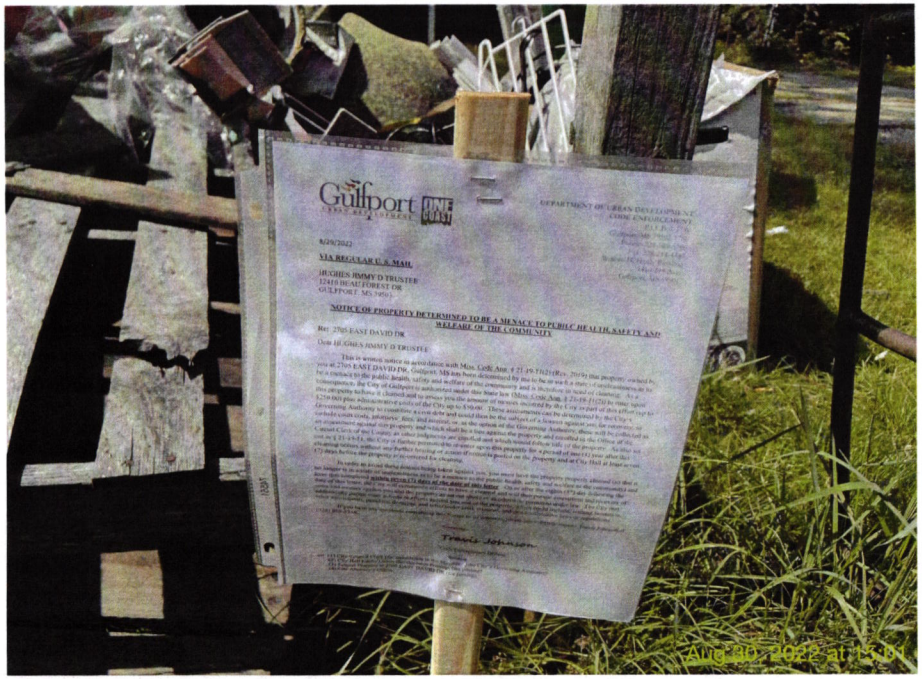
If you have any questions concerning this Notice or its contents, please immediately contact Travis Johnson at (228) 868-5718.

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 2705 EAST DAVID DR (for posting)
(4) City Attorney's Office


Gulfport
ONE
DEPARTMENT OF URBAN DEVELOPMENT
CODE ENFORCEMENT
8/30/2022
VIA REGULAR U. S. MAIL
HUGHES JIMMY D TRUSTEE
12410 BEAU FOREST DR
GULFPORT, MS 39503
NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY
Re: 2705 EAST DAVID DR
Dear HUGHES JIMMY D TRUSTEE
Travis Johnson
Aug 30, 2022 at 15:01


Aug 30, 2022 at 15:01

MEMORANDUM – CITY OF GULFPORT

Date: SEPTEMBER 6, 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: 0810I-01-035.001. Trailer Court Lot In N 1/2 Of Nw 1/4 Of Se 1/4 Of Ne 1/4 Beg N End Of 11th Ave E 627 Ft S 314 Ft M/L W 540 Ft N 102 Ft W 75 Ft N 240 Ft To Pob Gulfport Acre Age Sec 34-7-11. Property Located At 3622 11th Ave. For Remove/Haul Off Alltrash & Debris, Make Necessary Repairs, Board Up And Secure Openings, Remove Clutter And Debris. (Huyhn Uyen) Case: 9338

Parcel 2: 0810N-04-054.000. Beg 35 Ft W Of Ne Cor Of Lot 11 Blk 23 Standard Land Co Add On S Mar Of 29th St S 100 Ft W 30 Ft To E Mar Of Hwy 49 Nly Along Hwy 82.9 Ft N 22 Dg E 18.7 Ft To 29th St Ely Along Rd 22.9 Ft To Pob Being Part Of Lots 11 & 12 Blk 23 Standard Land Co Add Sec 33-7-11. Property Located At 25th Ave. For Remove Or Repair & Legally Tag, Park Vehicle On Hard Surface, Legally Tag Or Store In Bldg. (Lizana Carl A Jr Revocable Trust) Case: 10267

Parcel 3: 0908O-02-072.000. Lot 219 Pine Hill Subd Part 2. Property Located At 2621 Samuel St. For Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off Alltrash & Debris, Make Necessary Repairs, Remove Clutter And Debris, Remove/Discard Used Appliances. (Forehand Janice S) Case: 9902

Parcel 4: 0808L-03-008.000. Lots 25 To 27 Less S 50 Ft Blk 5 Gulf & Ship Island Dev Co Sec 4/9-7-11. Property Located At 15527 Orange Grove Rd. For Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off Alltrash & Debris, Stop Major Repairs Or Dissembl, Remove Clutter And Debris. (Hutchinson Mathew) Case: 10208

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

August 25, 2022

HUYHN UYEN
13009 SWEETWATER TRAIL
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0810I-01-035.001
3622 11TH AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
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,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 9338

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

August 25, 2022

HUYHN UYEN
13009 SWEETWATER TRAIL
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0810I-01-035.001
3622 11TH 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.

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VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

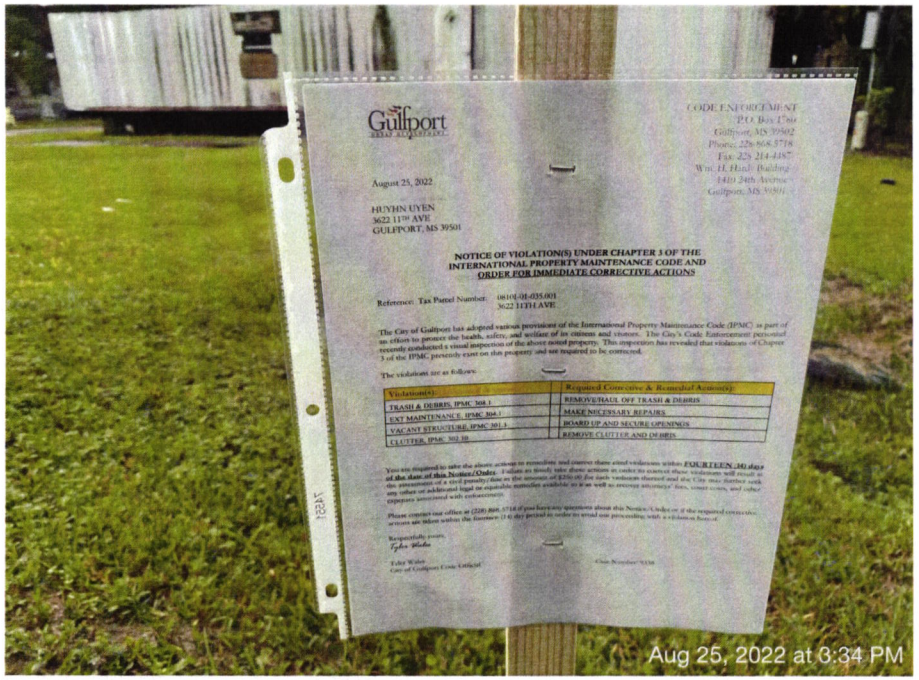
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Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 9338


Gulfport
CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228.868.5718
Fax: 228.214.4187
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501
August 25, 2022
HUYHN UYEN
3622 11TH 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: 0810L-01-035.001
3622 11TH AVE
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of
its efforts to promote the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel
recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter
3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3
BOARD UP AND SECURE OPENINGS
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 recovery 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 any proceeding with a citation or fine.
Respectfully yours,
Tyler Wiley
City of Gulfport Code Official
Case Number: 9330
Aug 25, 2022 at 3:34 PM


Aug 25, 2022 at 3:34 PM

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

August 23, 2022

LIZANA PROPERTIES LLC
110 BRIARPATCH ROAD
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0810N-04-054.000
25TH AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
PARKING ORDINANCE SECVI A3 D		PARK VEHICLE ON HARD SURFACE
IMPROPER VEHICLE STORAGE		LEGALLY TAG OR STORE IN BLDG

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 10267

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

August 23, 2022

LIZANA PROPERTIES LLC
2828 25TH 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: 0810N-04-054.000
25TH 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:

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IMPROPER VEHICLE STORAGE		LEGALLY TAG OR STORE IN BLDG

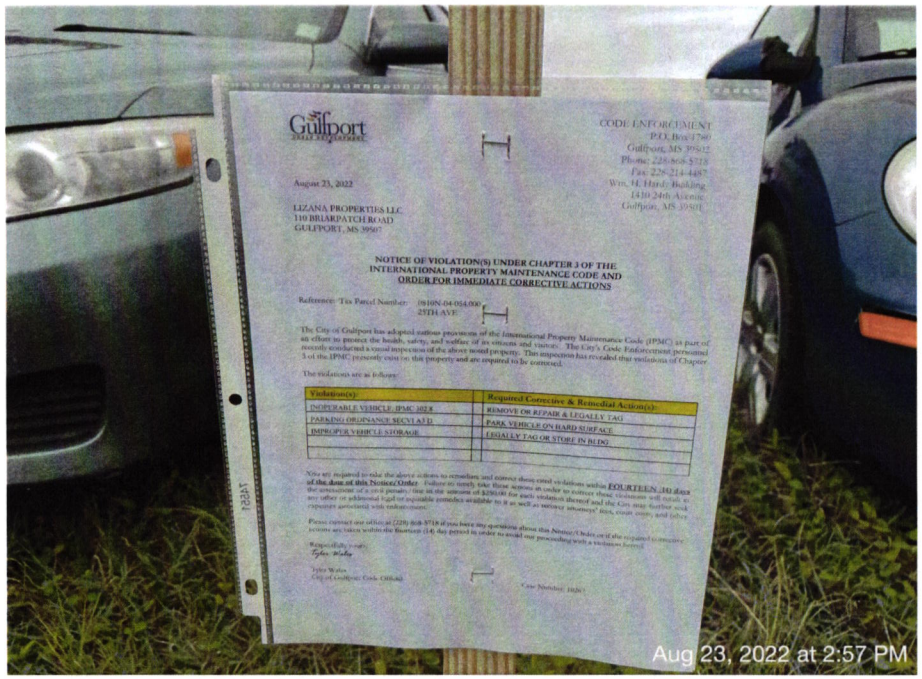
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 10267


Gulfport
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
August 23, 2022
LIZANA PROPERTIES LLC
110 BRIARPATCH ROAD
GULFPORT, MS 39507
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0910N-04-054.000
25TH AVE
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The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
PARKING ORDINANCE SEC 31-4 T.D.
PARK VEHICLE ON HARD SURFACE
IMPROPER VEHICLE STORAGE
LEGALLY TAG OR STORE IN BLDG
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
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expenses associated with enforcement.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective
actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.
Respectfully yours,
Tyler Wales
City of Gulfport Code Official
Case Number: 1026
Aug 23, 2022 at 2:57 PM


Aug 23, 2022 at 2:57 PM

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

August 30, 2022

FOREHAND JANICE S
2621 SAMUEL ST
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0908O-02-072.000
2621 SAMUEL ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
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
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG		REMOVE/DISCARD USED APPLIANCES

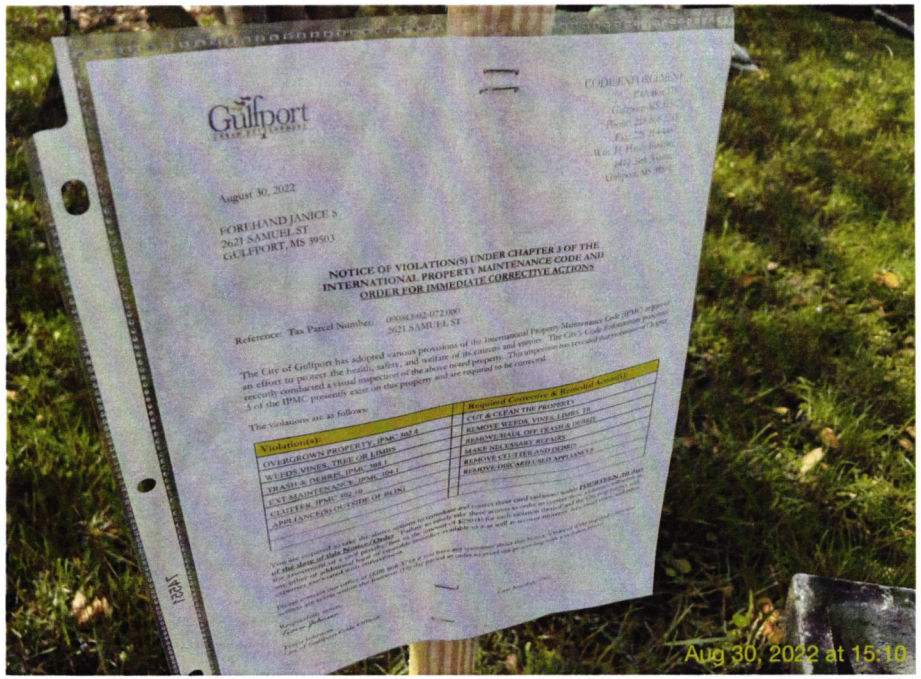
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Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Travis Johnson

Travis Johnson
City of Gulfport Code Official

Case Number: 9902


Gulfport
August 30, 2022
FOREHAND JANICE S
2621 SAMUEL ST
GULFPORT, MS 39503
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0908D-002-072.000
2621 SAMUEL ST
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
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
CLUTTER, IPMC 302.8
REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF RUNS
REMOVE DISCARD UNIT APPLIANCE
Aug 30, 2022 at 15:10


Aug 30, 2022 at 15:10

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

August 31, 2022

HUTCHINSON MATHEW
15527 ORANGE GROVE RD
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0808L-03-008.000
15527 ORANGE GROVE RD

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

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
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,
Travis Johnson

Travis Johnson
City of Gulfport Code Official

Case Number: 10208

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

August 31, 2022

HUTCHINSON MATHEW
15527 ORANGE GROVE RD
GULFPORT, MS 39503

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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
MAJOR AUTO REPAIR, IPMC 302.8		STOP MAJOR REPAIRS OR DISSEMBL
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

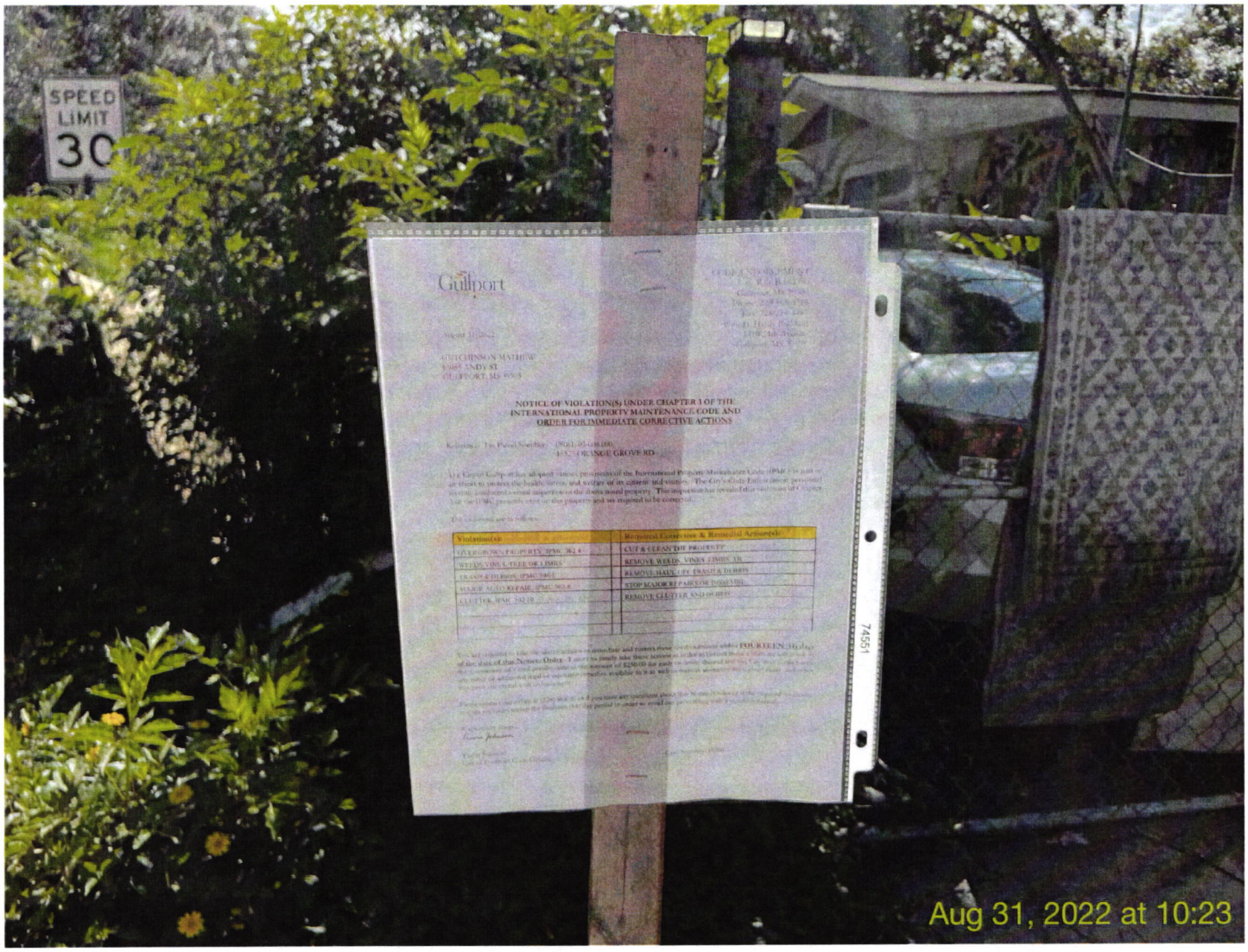
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
Travis Johnson

Travis Johnson
City of Gulfport Code Official

Case Number: 10208


SPEED
LIMIT
30
Gulfport
HUTCHINSON MATHEW
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Violation(s)
Required Corrective & Remedial Action(s)
CUT & CLEAN THE PROPERTY
REMOVE WEEDS, VINES, LIMBS, ET
REMOVE HAVE CITY TRASH & DEBRIS
STOP MAJOR REPAIR OR INSPECTION
REMOVE CLUTTER AND OBJECT
74551
Aug 31, 2022 at 10:23

MEMORANDUM – CITY OF GULFPORT

Date: **SEPTEMBER 6, 2022**

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

From: **Linda Allen (Department of Urban Development)**

Re: **Privilege License Report – for the month of August, 2022 – to be made a part of the minutes.**

The attached report of Privilege Licenses issued by the City of Gulfport for the period of August 1st through August 31st, 2022 to be presented to the City Council on the 20th day of September, 2022 per Mississippi Code § 27-17-501.

DBA	LOC NO	LOC STREET	CHG AMT	CHG DATE
COAST PRIMARY CARE	4804	WASHINGTON	$3.20	08/01/2022
ARTIST TINA	2820	20TH	$3.20	08/01/2022
JAWELL BEAUTY STUDIO	1073	ACADIAN DRIVE	$3.20	08/01/2022
BLACK DIAMOND HOLDINGS LLC	12211	BERNARD PARKWAY	$3.20	08/02/2022
RX SOLUTIONS	11545	OLD HWY 49	$4.00	08/05/2022
EAS CONSTRUCTION LLC	2606	17TH AVE	$3.20	08/09/2022
QWEEN BEE CLEANING SERVICES, LLC	3617	REYNOSA DRIVE	$3.20	08/11/2022
MSVI	15312	DEDEAUX	$3.20	08/12/2022
THEE HEAL HER ADVANCED ESTHETICS	2033	EAST PASS RD	$3.20	08/12/2022
HOLTSFORD, GILLILAND, HIGGINS, HITSON, &	101	PASS RD	$3.20	08/15/2022
MAGNOLIA CROSSING APARTMENTS	800	LINDH ROAD	$3.20	08/15/2022
MOORS CHOICE	828	PASS RD	$20.00	08/15/2022
SOUTHEASTERN COMMERCIAL MASONRY, INC.	1317	24TH AVE	$3.20	08/17/2022
SOUTHEASTERN COMMERCIAL MASONRY, INC.	1608	26TH AVE	$3.20	08/17/2022
PINE BELT MENTAL HEALTHCARE RESOURCES	15094	COUNTY BARN ROAD	$3.20	08/22/2022
PINE BELT MENTAL HEALTHCARE RESOURCES	15120	COUNTY BARN RD	$14.40	08/22/2022
PINE BELT MENTAL HEALTHCARE RESOURCES	15120	COUNTY BARN RD	$4.80	08/22/2022
SYLVAN LEARNING CENTER	28	PASS RD	$3.20	08/22/2022
XO LASH	1822	15 ST.	$3.20	08/24/2022
THE BEARDED OWL BARBERSHOP	2415	14TH STREET	$20.00	08/25/2022
ELITE HAIR & BEAUTY SUPPLY, LLC	4702	CARDINAL DRIVE	$3.20	08/29/2022
THE CUE SHOP, LLC	11289	EAST KLEIN ROAD	$3.20	08/29/2022

Department	Requestor	Request Date	Pre-Payment Date (sent invoice to requestor)	Completion Date	Requested Information	Status	Cost
Court	Stephanie Husley	8/1/2022	8/1/2022	8/1/2022	Nicholas Anthony McCullom; Any and all records	complete	$15.00
Court	Rachel Fayard	8/1/2022	8/3/2022	8/3/2022	Corey Richaude Dorsey	complete	$0.00
Purchasing	Bottom 2 Top Construction, LLC	8/1/2022	8/1/2022	8/1/2022	Bid tab from last contract or current contract regarding repair and replace Gulfport	complete	$4.37
PD	Christopher Blogett	8/1/2022	8/4/2022	8/4/2022	Any and all investigations regarding Lowell Young by the Gulfport Police Department as well as the conclusions of those investigations.	8/4-emailed Ruth on how to proceed ; 8/12- follow up email	$0.00
PD	Farm Bureau Claims Dept	8/1/2022	8/4/2022	8/4/2022	22-070179- Theft report officer is Marabe. Catalytic converter stolen from 2006 Dodge Ram @ 1047 Three Rivers Rd Apt 4c, Gulfport, MS 39503	completed	$0.00
PD	Morris Bart	8/1/2022	8/12/2022	8/12/2022	22-008875 Crash : 5.30.22. Please send all body cam footage for all offices involved in the crash report # listed above for 5.30.22 o/b/o Gay Nel Jordy	completed	$0.00
PD	Jordan Burgan	8/1/2022	8/1/2022	8/1/2022	Police Report Request: 22-74625; Officer Cogley; ID #251; Date of Accident 7/5/2022	complete	$0.00
Court	GIS	8/1/2022	8/4/2022	8/4/2022	Martin, Brandy ; 8/22/2017- Simple domestic violence	complete	$9.00
Court	Alvin Hebron-1	8/1/2022	8/4/2022	8/4/2022	2021-000077- Contempt of Court (need documentation he is cleared from charge)	complete	$0.00
Court	Alvin Hebron-2	8/1/2022	8/4/2022	8/4/2022	2021-001587-Knowing violation of protection (need documentation he is cleared of charge)	complete	$0.00
Court	Alvin Hebron-3	8/1/2022	8/4/2022	8/4/2022	2021-006362- Malicious Mischief (need documentation he is cleared of charge)	No records found; emailed letter 8/4/2022	$0.00
Court	Alvin Hebron-4	8/1/2022	8/4/2022	8/4/2022	2021-002174- Marijuana Possession (need documentation he is cleared of charge)	No records found; emailed letter 8/4/2022	$0.00
Court	Alvin Hebron-5	8/1/2022	8/4/2022	8/4/2022	2020-023553 - Leaving the scene (need documentation he is cleared of charge)	No records found; emailed letter 8/4/2022	$0.00
Court	Lora Brewer	8/1/2022	8/3/2022	8/3/2022	Abstract of court records and all documents related to this charge. Any receipts of payment and classes attended.	complete-pending payment	$0.00
PD	Danielle Skrmetta	8/2/2022	8/2/2022	8/2/2022	2022-00080211	denied; too broad/vague; 8/2/2022 emailed letter	$0.00
UD	Thushara Samararathe	8/2/2022	8/3/2022	8/3/2022	Any code violations in 5 buildings on back. Trying to purchase property	No records found- emailed letter 8/3/2022	$0.00
UD	Ana Ramirez	8/2/2022	8/4/2022	8/4/2022	Electronic copies of any applications, site plans and documents relating to the installation of a new wireless telecommunications tower between June 28, 2022 - August 2, 2022. Please exclude all small cell sites as we are concerned solely with macro tower sites.	No records found- emailed letter 8/4/2022	$0.00
PD	Eric Hobbs- 1	8/2/2022	8/4/2022	8/4/2022	Other : 00076806- Body cam and audio	No records found; emailed letter 8/4/2022	$0.00
PD	Eric Hobbs- 2	8/2/2022	8/4/2022	8/4/2022	Other : 00076806	No records found; emailed letter 8/4/2022	
PD	Eric Hobb-3	8/2/2022	8/4/2022	8/4/2022	Other: 00076806- Dash Cam	No records found; emailed letter 8/4/2022	$0.00
Court	Staffion Massey	8/2/2022	8/4/2022	8/4/2022	Protective Order and all records pertaining to Staffian Ann Massey	complete-pending payment	$0.00
Court	Brandi Barkman	8/2/2022	8/4/2022	8/4/2022	18-000108- Substance violation (abstract)	complete	$9.00
Purchasing	David Cox	8/3/2022	8/4/2022	8/4/2022	We are sending this form to make a public records request for a long-term planning list of bids, if you maintain such a list. These would be bids that are planned, but yet not advertised. We are requesting this information for a business and academic study that we are completing. In our experiences some agencies, but not all, publish these advanced planning lists of long-term bids to help their respondents plan ahead. If you do not publish such a list, please let us know that as well, we will not make further inquiries about this topic. Generally organizations that have this information available would include project details such sa the ID of the project, estimated project values, project descriptions, project locations etc.	No records found; emailed letter 8/4/2022	$0.00
Court	Byron Wilbert-1	8/3/2022	8/4/2022	8/4/2022	John Pitalo Jr., 12/30/2022	complete	$0.00
Court	Byron Wilbert-2	8/3/2022	8/4/2022	8/4/2022	Crystal Pitalo, 1/10/2007	complete	$0.00
Court	Byron Wilbert-3	8/3/2022	8/4/2022	8/4/2022	Lexie Hull 07/24/2015, 11/21/2017 and 07/09/2019	complete	$0.00
Court	NICS	8/3/2022	8/4/2022	8/4/2022	Subject: Stapleton, Bodrick Lee . DOA: 11/7/2010. Charge: Contrib to Deling and Neglect of Minor. Pleaes provide dispo with convicting statue/subsection, criminal complaint and plea agreement	complete	$0.00
Court	Verra Mobility	8/3/2022	8/4/2022	8/4/2022	City #201434041- Vera Mobility needs the detail of the citation (plate/state of vehicle, date/time/location, violation type) in order to issue payment	complete-pending payment	$0.00
UD	Mike Heflin	8/3/2022	8/5/2022	8/5/2022	Building permits for COO for : 1624 2nd Street, Gulfport, MS 39501. Damage repairs 2005/2006 from Hurricane Katrina	No records found; emailed letter 8/5/2022	$0.00
FD	Heather Grove	8/3/2022	8/4/2022	8/4/2022	BL Companies has been contracted to perform Phase 1 Environmental Site Assessment (ESA) and Property Condition Assessment (PCA) of the property located at 2513 34th Street Gulfport, MS 39501. In relation to the Phase 1 ESA, please notify our office of any records of installation or removal of storage tanks, releases from storage tanks, environmental clean ups, spill, releases, hazardous materials/waste storage, or any other environmentally -related responses incidents pertinent to the property. In addition, related to the PCA, please notify our office of any open building or fire code violations associated with the subject property along with any Certificate of Occupancy on file	No records found; emailed letter 8/4/2022	$0.00
UD	Heather Grove	8/3/2022	8/5/2022	8/5/2022	BL Companies has been contracted to perform Phase 1 Environmental Site Assessment (ESA) and Property Condition Assessment (PCA) of the property located at 2513 34th Street Gulfport, MS 39501. In relation to the Phase 1 ESA, please notify our office of any records of installation or removal of storage tanks, releases from storage tanks, environmental clean ups, spill, releases, hazardous materials/waste storage, or any other environmentally -related responses incidents pertinent to the property. In addition, related to the PCA, please notify our office of any open building or fire code violations associated with the subject property along with any Certificate of Occupancy on file	complete-pending payment	$4.37
Engineering	Heather Grove	8/3/2022	9/2/2022	9/2/2022	BL Companies has been contracted to perform Phase 1 Environmental Site Assessment (ESA) and Property Condition Assessment (PCA) of the property located at 2513 34th Street Gulfport, MS 39501. In relation to the Phase 1 ESA, please notify our office of any records of installation or removal of storage tanks, releases from storage tanks, environmental clean ups, spill, releases, hazardous materials/waste storage, or any other environmentally -related responses incidents pertinent to the property. In addition, related to the PCA, please notify our office of any open building or fire code violations associated with the subject property along with any Certificate of Occupancy on file	9/2/2022- emailed engineering on status	$0.00
PW	Heather Grove	8/3/2022	9/2/2022	9/2/2022	BL Companies has been contracted to perform Phase 1 Environmental Site Assessment (ESA) and Property Condition Assessment (PCA) of the property located at 2513 34th Street Gulfport, MS 39501. In relation to the Phase 1 ESA, please notify our office of any records of installation or removal of storage tanks, releases from storage tanks, environmental clean ups, spill, releases, hazardous materials/waste storage, or any other environmentally -related responses incidents pertinent to the property. In addition, related to the PCA, please notify our office of any open building or fire code violations associated with the subject property along with any Certificate of Occupancy on file	9/2/2022- emailed engineering on status	$0.00
Court	Rachel Fayard-1	8/3/2022	8/5/2022	8/5/2022	Matthew Herbert DeBlanc	complete	$0.00
Court	Raychel Fayard-2	8/3/2022	8/5/2022	8/5/2022	Andy Daian Vu	complete	$0.00
Court	Ronnie Priddy	8/3/2022	8/4/2022	8/4/2022	DUI 2017; 17-027478 MASAP Certificate	No records found; emailed letter 8/4/2022	$0.00
UD	James Haydel	8/3/2022	8/5/2022	8/5/2022	Building (roofing) permit pulled by Sander and Sander Roofing for 2607 Joan Ave Gulfport, MS in July 2022	complete-pending payment	$4.37
UD	Rebekah Fox	8/4/2022	8/8/2022	8/8/2022	Please see attached email; 1200 Mill Road Gulfport, MS 39507	No records found; emailed letter 8/8/2022	$0.00
FD	Rebekah Fox	8/4/2022	8/19/2022	8/19/2022	Please see attached email; 1200 Mill Road Gulfport, MS 39507	No records found; emailed letter 8/19/2022	$0.00
Engineering	Rebekah Fox	8/4/2022	8/18/2022	8/18/2022	Please see attached email; 1200 Mill Road Gulfport, MS 39507	No records found; emailed letter 8/18/2022	$0.00
UD	William Westbrook	8/4/2022	8/5/2022	8/5/2022	Building inspector reports confirming that residence walls and roof were "clipped" together per code requirements during 2006-2007 renovation	complete-pending payment	$4.37
PW	Bowman Consulting	8/4/2022	8/5/2022	8/5/2022	Record Drawing (asbuilts showing ex. Utilities, drainage area maps, drainage reports etc.)	8/5/22- denied doesn't listed address on request; 8/5/22 emailed letter	$0.00
PD	Maggio Law Firm-1	8/4/2022	8/12/2022	8/12/2022	Jalena Taylor Report # 22-002704	completed	$0.00
PD	Maggio Law Firm-2	8/4/2022	8/12/2022	8/12/2022	Jalena Taylor Report # 22-002012	completed	$0.00
Court	David & Melba Kelton	8/4/2022	8/8/2022	8/8/2022	Child abuse and neglect- possible fraud on food stamps & Medicaid- Jani B. Keltonot Warden	No records found; emailed letter 8/8/2022	$0.00

PD	David & Melba Kelton	8/4/2022	8/8/2022	8/8/2022	Child abuse and neglect- possible fraud on food stamps & medicaid- Jani B. Keltonot Warden	8/8/22- denied to broad/vague; 8/8/22 emailed letter	$0.00
PD	Jason Ruiz	8/5/2022	8/5/2022	8/5/2022	Criminal charges for Ricardo Deandre Tims 1992	8/5/22- denied to broad/vague; 8/5/22 emailed letter	$0.00
PD	Jason Ruiz-2	8/5/2022	8/12/2022	8/12/2022	Criminal charges for Ricardo Deandre Times 1992 DOB 6/23/199 DL 3710	completed	$0.00
FD	Hope Wheaton	8/5/2022	8/5/2022	8/5/2022	22-0070878, full report, narrative, patient records, pictures	complete-pending payment	$4.37
UD	BJ Sellers	8/5/2022	8/5/2022	8/5/2022	Pool permit and/or block screen wall permit for new residence at 10917 Waterside Dr Gulfport, MS 39503 . Owner: Caleb Ulku	complete	$4.37
UD	David Mineer	8/5/2022	8/5/2022	8/5/222	Requesting copies of all issued building permits from 7/1/22- 7/31/22	complete	$4.37
Court	Rohan Sanguinetti	8/5/2022	8/5/2022	8/5/2022	Record request probation records , full disposition with an official court stamp	No records found; emailed letter 8/5/2022	$0.00
UD	Mary Treen	8/5/2022	8/10/2022	8/10/2022	Building permit applications issued residential and commercial over $10K for week of 8/1/2022-8/5/2022	complete-pending payment	$4.37
Court	NICS	8/5/2022	8/5/2022	8/5/2022	Russell, Terrence Devell	complete	$0.00
Court	Bianca Brooks	8/5/2022	8/8/2022	8/8/2022	18-020231 DUI ; Requesting abstract and waiver	complete	$0.00
Court	Rohan Sanguinetti	8/8/2022	8/9/2022	8/9/2022	01077857-Cont Court	No records found; emailed letter 8/9/2022	$0.00
Court	John Beazley	8/8/2022	8/9/2022	8/9/2022	Court records for America J. Trudeau also known as America J. Linkous and America J. Bray	complete-pending payment	$0.00
UD	Ashleigh Fallo	8/8/2022	8/9/2022	8/9/2022	Certificate of Occupancy : 14296 Saybrook Place Gulfport, MS 39503	complete	$8.75
UD	Cody Cannon	8/8/2022	8/9/2022	8/9/2022	Subject Property: 2513 34th Street (Parcel ID : 0810N-05-005.000 & 0810N-005.001) Pitstop Carwash. Please provide copies of any open/active zoning, building, and fire code violations on file. If none, please confirm. Please provide copies of the site plans and certificate of occupancy if available.	complete	$4.37
FD	Cody Cannon	8/8/2022	8/9/2022	8/9/2022	Subject Property: 2513 34th Street (Parcel ID : 0810N-05-005.000 & 0810N-005.001) Pitstop Carwash. Please provide copies of any open/active zoning, building, and fire code violations on file. If none, please confirm. Please provide copies of the site plans and certificate of occupancy if available.	No records found; emailed letter 8/9/2022	$0.00
Engineering	Cody Cannon	8/8/2022	8/12/2022	8/12/2022	Subject Property: 2513 34th Street (Parcel ID : 0810N-05-005.000 & 0810N-005.001) Pitstop Carwash. Please provide copies of any open/active zoning, building, and fire code violations on file. If none, please confirm. Please provide copies of the site plans and certificate of occupancy if available.	complete	$26.25
UD	Bryan Jacobs	8/8/2022	8/9/2022	8/9/2022	Certificate of Occupancy for 13056 Turtle Creek Pwky Gulfport, MS 39503	complete	$4.37
Court	Jason Ruiz	8/8/2022	8/9/2022	8/9/2022	Criminal charges for Ricardo Deandre Times- Born 1992. See attached GPD arrest details-I need a certified abstract for each charge	complete	$9.50
Court	Chelsea Curtis	8/9/2022	8/9/2022	8/9/2022	Stevie Allen Stoudenmier, Jr. 8/24/2016- False Information; 5/30/2017- Possession of Pharmaceuticals; 1/4/18- Poss parapher, simple domestic assault; 10/19/2018; petit larceny ; 4/18/22 uttering forgery	complete	$0.00
Engineering	Bowman Consulting	8/9/2022	8/9/2022	8/9/2022	Record drawings (asbuilts showing ex. Utilities, drainage area maps, drainage reports etc.) Link to location : http//goo.gl/maps (Image of location on next page)	denied; too broad/vague; 8/9/2022 emailed letter	$0.00
PW	Bowman Consulting	8/9/2022	8/9/2022	8/9/2022	Record drawings (asbuilts showing ex. Utilities, drainage area maps, drainage reports etc.) Link to location : http//goo.gl/maps (Image of location on next page)	denied; too broad/vague; 8/9/2022 emailed letter	$0.00
UD	Virgil Gillespie	8/9/2022	8/9/2022	8/9/2022	See attached	complete	$4.37
UD	James Demoruelle	8/10/2022	8/11/2022	8/11/2022	Certificate of Occupancy for the address at : 10406 Sweet Bay Dr, Gulfport, MS 39503	No records found; emailed letter 8/11/2022	$0.00
Engineering	Bowman Consulting -2	8/10/2022	9/8/2022	9/8/2022	Record drawings (asbuilts showing ex. Utilities, drainage area maps, drainage reports etc.) For the following parcel IDs : 0909G-01-001.010 and 0909G-01-001.022. Please note this is an underdeveloped site and does not not have a physical address, it is located on Seaway Rd, and an ariel image has been provided below.	complete-pending payment	$21.87
PW	Bowman Consulting -2	8/10/2022	8/22/2022	8/22/2022	Record drawings (asbuilts showing ex. Utilities, drainage area maps, drainage reports etc.) For the following parcel IDs : 0909G-01-001.010 and 0909G-01-001.022. Please note this is an underdeveloped site and does not not have a physical address, it is located on Seaway Rd, and an ariel image has been provided below.	No records found; emailed letter 8/22/2022	$0.00
Court	Rachel Fayard	8/10/2022	8/11/2000	8/11/2022	Raquel Simone Baity	complete	$0.00
Court	NICS	8/10/2022	8/11/2022	8/11/2022	Subjects Name: Brown, Eric Deon DOA: 3/5/2014 for Controlled substance violation; Please provide final disposition	complete	$0.00
FD	Ana Stohr	8/11/2022	8/11/2022	8/11/2022	Fire report from 8/10/2022 for 210 Kimberly Drive, Gulfport, MS 39503	complete	$4.37
UD	Jonathan Shrader	8/11/2022	8/11/2022	8/11/2022	For the property located at 1200 Mill Road, Gulfport, please provide: any open or outstanding nuisance codes code violations (tall grass, junk in yard, etc.) and any associated invoices, any open or outstanding building permits and building code violations, along with associated invoices	No records found; 8/11/2022; emailed letter	$0.00
Court	Rianne Peterson	8/11/2022	8/12/2022	8/12/2022	Record/dispo - For all citations & charges- T. Graham	complete	$0.00
Court	Elverda Montgomery	8/11/2022	8/12/2022	8/12/2022	All records	complete-pending payment	$0.00
UD	Mary Treen	8/12/2022	8/12/2022	8/12/2022	Building permit applications issued residential and commercial over $10k for week of 8/8-8/12/2022	denied- future request; 8/12/2022; emailed letter	$0.00
UD	Amanda Jimenez	8/12/2022	8/12/2022	8/12/2022	Copies of open code compliance, building nuisance, or property maintenance code violations, any open or expired building permits or any unpaid fines/fees/invoices resulting from violations or permits. Records should be checked no further back than 5 years. Property : 2217 Kelly Avenue, Gulfport, MS 39501	complete	$4.37
UD	Peter Hoetger	8/12/2022	9/2/2022	9/2/2022	Survey of my property for a fence building permission	No records found; 9/2/2022; emailed letter	$0.00
Court	Bianca Brooks	8/12/2022	8/15/2022	8/15/2022	William Britton Daniel DOB 8/13/1988; Looking for abstracts + waivers on any domestic assault of violation of protection order charges	complete	$0.00
PD	FAIS	8/12/2022	8/12/2022	8/12/2022	Hall II, Derrick William DOB 3/19/2001, 2321 Curcor Dr, Gulfport, MS 39507-1529. Please search CAD from 2012- present. Any and all records.	complete	$0.00
Court	Anderson Immigration Law Group	8/12/2022	8/15/2022	8/15/2022	Docket # 201707855; 201707854; 201707856, Case # 17-007029. Speeding, no insurance and no license. Requesting final disposition	complete-pending payment	$0.00
UD	Mary Treen	8/15/2022	8/15/2022	8/15/2022	Building permit applications issued residential and commercial over $10k for week of 8/8-8/12/2022	complete-pending payment	$4.37
Court	Scott Jones	8/15/2022	8/15/2022	8/15/2022	requestor left case # and subject matter line blank	denied- requester did not complete case #/subject matter line- 8/15/2022; emailed letter	$0.00
Court	Gary Garner	8/15/2022	8/15/2022	8/15/2022	202209595/22-007929 x3 - Disturbing the peace- Zach Brown, Gabby Tamborello, Paige McCallum	No records found; 8/15/2022; emailed letter	$0.00
UD	Mandolyn White	8/15/2022	9/2/2022	9/2/2022	Site Address : 11240 Hwy 49, Gulfport, MS 39503. Variances, open/current fire, building and zone violations. Certificate of occupancy, site plan, road work/condemn.	9/2/22-emailed requestor about deposit	$0.00
FD	Mandolyn White	8/15/2022	8/16/2022	8/16/2022	Site Address : 11240 Hwy 49, Gulfport, MS 39503. Variances, open/current fire, building and zone violations. Certificate of occupancy, site plan, road work/condemn.	No records found; 8/16/2022; emailed letter	$0.00
Engineering	Mandolyn White	8/15/2022	9/8/2022	9/8/2022	Site Address : 11240 Hwy 49, Gulfport, MS 39503. Variances, open/current fire, building and zone violations. Certificate of occupancy, site plan, road work/condemn.	No records found; 9/8/2022; emailed letter	$0.00
Court	Scott Jones	8/15/2022	8/15/2022	8/15/2022	William "Bill" Baine Berry	No records found; 8/15/2022; emailed letter	$0.00
Court	Byron Wilbert	8/15/2022	8/16/2022	8/16/2022	Melissa Donald	completed	$0.00
Court	Byron Wilbert	8/16/2022	8/16/2022	8/16/2022	Darryl Dobbs	complete	$0.00
Court	Amie Battle	8/17/2022	8/18/2022	8/18/0022	Request court abstracts for offenses involving Ronald Harris Cuevas, Jr.	complete	$0.00
UD	Willie Jackson, Jr.	8/17/2022	8/19/2022	8/19/2022	Copies of both business licenses help by Mr. Willie Louis Jackson, Jr.	No records found; 8/19/2022; emailed letter	$0.00
PD	Susan Sanich-1	8/18/2022	8/26/2022	8/26/2022	Re: Hanah Zerbel; PR # 22-73881-We would like to request the bodycam footage from all responding officers regarding this accident	completed	$0.00
PD	Susan Sanich-2	8/18/2022	8/26/2022	8/26/2022	Re: Everardo Perez Garcia , Carlos Rodriguez, William Acevedo De La Pena, PR # 2022-00085489-We would like to request the bodycam footage from all responding officers regarding this accident	completed	$0.00
PD	Morris Bart	8/18/2022	8/26/2022	8/26/2022	Please provide body cam footage from all corresponding officers in case # 2022-00086032.	completed	$0.00
PD	Donald Halton	8/18/2022	8/26/2022	8/26/202	22-006749	complete	$0.00
Court	Byron Wilbert	8/18/2022	8/19/2022	8/19/2022	Tamika Payton	complete	$0.00
Court	David & Melba Kelton	8/18/2022	8/22/2022	8/22/2022	Joni Brooke Kelton- possible charges for child abuse & neglect, fraud food stamps, Medicaid eviction from apartment	No records found; 8/19/2022; emailed letter	

PD	David & Melba Kelton	8/18/2022	8/19/2022	8/19/2022	Joni Brooke Kelton- possible charges for child abuse & neglect, fraud food stamps, Medicaid eviction from apartment	No records found; 8/22/2022; emailed letter	$0.00
Council	Queen Infinite Fire	8/19/2022	8/26/2022	8/26/2022	Oaths of Office/Bonds on file (see attached detailed list).	No records found; 8/29/2022; emailed letter	$0.00
City Clerk	Queen Infinite Fire	8/19/2022	8/29/2022	8/29/2022	Oaths of Office/Bonds on file (see attached detailed list).	complete-pending payment	$4.37
Court	Queen Infinite Fire	8/19/2022	8/19/2022	8/19/2022	Oaths of Office/Bonds on file (see attached detailed list).	No records found; 8/19/2022; emailed letter	$0.00
PD	Kanesha Johnson	8/19/2022	8/29/2022	8/29/2022	Court abstract & narrative for Carmea Huggins Case # 22-000815	8/29/2022- in progress per PD	$0.00
Court	Kanesha Johnson	8/19/2022	8/25/2022	8/25/2022	Court abstract & narrative for Carmea Huggins Case # 22-000815	complete-pending payment	$9.00
PD	Jay Cox	8/19/2022	8/26/2022	8/26/2022	Simple assault domestic. Possibly multiple. (I am requesting any and all documents pertaining to my person regarding misdemeanors violations. I am unsure if there are other charges in Gulfport)	complete-pending payment	$0.00
Court	Jay Cox	8/19/2022	8/22/2022	8/22/2022	Simple assault domestic. Possibly multiple. (I am requesting any and all documents pertaining to my person regarding misdemeanors violations. I am unsure if there are other charges in Gulfport)	complete-pending payment	$0.00
UD	Mary Treen	8/22/2022	8/25/2022	8/25/2022	Building permit applications issued residential and commercial over $10k for week of 8/15/2022 to 8/19/2022	complete	$4.37
PD	Jay Cox-1	8/22/2022	8/26/2022	8/26/2022	Request 2 of 2 : Request all files pertinent to simple assault domestic violence 06-043543	complete	$0.00
Court	Jay Cox-1	8/22/2022	8/25/2022	8/25/2022	Request 2 of 2 : Request all files pertinent to simple assault domestic violence 06-043543	complete	$0.00
PD	Jay Cox-2	8/22/2022	8/29/2022	8/29/2022	Request 1 of 2 : Request all files pertinent to simple assault domestic violence 06-011020	complete	$0.00
Court	Jay Cox-2	8/22/2022	8/25/2022	8/25/2022	Request 1 of 2 : Request all files pertinent to simple assault domestic violence 06-011020	complete	$0.00
PD	Rachel Poulos	8/22/2022	8/31/2022	8/31/2022	Case # 2022-00086052. Any and all photographs, bodycam, dash am or other video, CAD/dispatch log and 911 calls related to the above auto accident of August 8, 2022.	8/31/22- emailed ext. letter; follow back up on 9/20/22	$0.00
UD	Image World	8/22/2022	8/25/2022	8/25/2022	List fo new business w/ phone numbers for 5/1/2022 to 8/22/2022	complete	$4.37
Court	Tiffany Goods	8/23/2022	8/24/2022	8/24/2022	Tiffany Frierson was the name then social xxx-xx-4192, Shoplifting, offense date 4/7/2010	No records found; 8/24/2022; emailed letter	$0.00
PD	Tiffany Goods	8/23/2022	9/2/2022	9/2/2022	Tiffany Frierson was the name then social xxx-xx-4192, Shoplifting, offense date 4/7/2010	complete-pending payment	$0.00
PD	Lindsey Leone	8/23/2022	8/31/2022	8/31/2022	Need case # for crash report, Sean Thayer, 10/20/1991, rear ended, no location info	completed	$0.00
Court	Daniel Campbell	8/23/2022	8/25/2022	8/25/2022	17-018412 , requesting abstract saying case is dismissed to give to Texas Real Estate Commission	complete-pending payment	$9.25
UD	Kenneth Simmons	8/23/2022	8/25/2022	8/25/2022	Rezoning map amendment 2209PC151. Copy of application for rezoning	complete-pending payment	$9.87
UD	Shea Hollingsworth	8/23/2022	8/25/2022	8/25/2022	Certificate of Occupancy for 829 Hardy Ave., Gulfport, MS 39501	No records found; 8/25/2022; emailed letter	$0.00
Court	Anthony Talbot	8/23/2022	8/26/2022	8/26/2022	Dom assault; dom assault just became aware of I moved out of state the next morning/been planning on moving for a	No records found; 8/26/2022; emailed letter	$0.00
PD	Anthony Talbot	8/23/2022	8/31/2022	8/31/2022	Dom assault; dom assault just became aware of I moved out of state the next morning/been planning on moving for a	active case letter sent on 8/31/2022	$0.00
Court	Ricardo Skerrett	8/23/2022	8/29/2022	8/29/2022	98100769; Charge for disorderly conduct, resisting arrest and possession of marijuana	complete-pending payment	$15.18
Court	Rushton Sentencing & Mitigation Services	8/23/2022	9/1/2022	9/1/2022	Stephanie Childers- requesting any and all records, including but not limited to police runs, responses to domestic disturbance calls and arrests	complete-pending payment	$0.00
PD	Rushton Sentencing & Mitigation Services	8/23/2022	9/2/2022	9/2/2022	Stephanie Childers- requesting any and all records, including but not limited to police runs, responses to domestic disturbance calls and arrests	complete-pending payment	$0.00
UD	Kait George	8/23/2022	8/25/2022	8/25/2022	Business/Privilege license for Coastal Breeze Villas, LLC- Apartment homes 14105 Crown Rd Gulfport, MS 39503	No records found; 8/25/2022; emailed letter	$0.00
UD	Gaynell Peterson	8/24/2022	8/26/2022	8/26/2022	CO= Certificate of Occupancy for above address	complete	$4.37
Court	Katherine Yanez	8/24/2022	8/26/2022	8/26/2022	17-019974 need DOB of other party involved to verify the charge wasn't against minor or elderly person	complete-pending payment	$9.25
Court	NICS	8/24/2022	8/26/2022	8/26/2022	Griffin, Lushawn Leonte DOB 4/27/2003, DOA 2/12/2022	No records found; 8/26/2022; emailed letter	$0.00
Court	J. Ford	8/24/2022	8/26/2022	8/26/2022	Request for any open cases or pending charges for a Mr. Tristan McPherson	No records found; 8/26/2022; emailed letter	$0.00
Court	David Stewart	8/24/2022	8/26/2022	8/26/2022	Please provide a copy of any and all documents , photos, and video related to the MVA on 1/16/2022 regarding Carmen Y. Huggins including the complete DUI investigative file, written/audio statements and interviews, video; including field testing, cell phone data/records, blood test results, blood samples, toxicology testing and reports, and any other documents, photos, or video that may exist as noted in the attached preservation letter of 7/6/22 sent to the Gulfport Police Department. GPD Case # 22-00815	complete	$9.75
PD	David Stewart	8/24/2022	9/2/2022	9/2/2022	Please provide a copy of any and all documents , photos, and video related to the MVA on 1/16/2022 regarding Carmen Y. Huggins including the complete DUI investigative file, written/audio statements and interviews, video; including field testing, cell phone data/records, blood test results, blood samples, toxicology testing and reports, and any other documents, photos, or video that may exist as noted in the attached preservation letter of 7/6/22 sent to the Gulfport Police Department. GPD Case # 22-00815	completed	$0.00
Court	Lucas Co Adult Probation	8/24/2022	8/26/2022	8/26/2022	Court records containing arrest info, charge Case # and disposition	No records found; 8/26/2022; emailed letter	$0.00
PD	Deanna Goodnight	8/25/2022	9/2/2022	9/2/2022	2022-00088153	completed	$0.00
UD	Douglas Durand	8/25/2022	8/26/2022	8/26/2022	A copy of my certificate of occupancy for Gulfport Storage Services LLC-1111 Ford Street		
PD	Jim Davis	8/25/2022	9/2/2022	9/2/2022	Christopher Rayburn, 2009 grand larceny/petty theft. All reports/documents/affidavits/warrants concerning a 2009 grand larceny /petty theft charge against Christopher Rayburn. Date of Crime : 7/4/2009. GPD #09-02-5921	9/2/2022- active case letter emailed	$0.00
PD	Kathleen Wesson	8/25/2022	9/2/2022	9/22/2022	2021 Clery Crime Statistics per our attached letter. Please note that I am unable to authorize or absorb any fees associated with our request.	9/2/22- emailed extension letter -9/22 follow up	$0.00
UD	Anicia Hill	8/25/2022	8/26/2022	8/26/2022	Scope of work requested and inspection results for building permit # 2021040346 and permit # 202202375 for property located at 2312 22nd Avenue, Gulfport, MS 39501. Home inspection revealed major concerns/safety hazards. 1) Exterior : missing guard rails to code req 2) open wiring connections in the crawlspace 3) moderate concern: missing insulation in attic, permit expired	complete	$4.37
Court	Richard Morse	8/25/2022	8/26/2022	8/26/2022	I need a final disposition for a arrest in 1999, but I think it was finally resolved in 2004	complete	$9.00
UD	Donovan Scruggs	8/25/2022	8/26/2022	8/26/2022	2209 PC 171. Copy of application, staff report and other related material regarding text amended application.	complete	$4.37
PD	Chhabra & Gibbs P.A.	8/25/2022	9/2/2022	9/2/2022	22-006077 photos, dash cam, body cam footage	complete-pending payment	$0.00
Council	Cindy Ford	8/26/2022	9/9/2022	9/9/2022	I would like to receive any resolutions, declarations, orders, etc., adopted by the Mayor , or City Council with regards to COVID 19 for business operations from March 2020 to September 2021. I am trying to gather information on what protocols each of our stores were operating under during COVID 19 emergency	complete-pending payment	$8.75
UD	Cindy Ford	8/26/2022	8/26/2022	8/26/2022	I would like to receive any resolutions, declarations, orders, etc., adopted by the Mayor , or City Council with regards to COVID 19 for business operations from March 2020 to September 2021. I am trying to gather information on what protocols each of our stores were operating under during COVID 19 emergency	No records found; 8/26/2022; emailed letter	$0.00
UD	Mary Treen	8/29/2022	8/29/2022	8/29/2022	Building permit applications issued residential and commercial over $10k for week of 8/22-8/26/2022	complete	$4.37
UD	Fountain & Associates-1	8/29/2022	8/29/2022	8/29/2022	Requesting official building plancs for TCB Stop and Geaux located at 16303 MS-53 Gulfport, MS 39530	complete	$4.37
Engineering	Fountain & Associates-2	8/29/2022	9/8/2022	9/8/2022	Requesting official building plancs for Race Trac located at 10470 Lorraine Gulfport, MS 39530	complete-pending payment	$4.37
Engineering	Fountain & Associates-3	8/29/2022	9/8/2022	9/8/2022	Requesting official building plans for Dodges located at 2914 25th Avenue Gulfport, MS 39501	complete-pending payment	$52.50
UD	Nikki Teague	8/29/2022	8/30/2022	8/30/2022	Please send the invoice for violations. Per Stephanie $950.00 is due	Too broad/vague ; 8/30/2022; emailed letter	$0.00
PD	Morris Bart	8/29/2022	8/30/2022	8/30/2022	I do not have a case number. This case involves a car accident that occurred on May 19, 2022 on the 13th Street outside of Memorial Hospital. Skyler Bush was the driver of one vehicle and the other vehicle was a Fed Ex vehicle	complete	$0.00
Court	NICS	8/29/2022	8/30/2022	8/30/2022	DOA 4/17/1984 need the final disposition and level of conviction	No records found; 8/30/2022; emailed letter	$0.00
UD	Donavan Scruggs-1	8/30/2022	8/31/2022	8/31/2022	Violation of the building permits (construction costs-total) for attached list of properties Aug 15, 2017 to August 15, 2022	Too broad/vague ; 8/31/2022; emailed letter	$0.00
UD	Donavan Scruggs-2	8/30/2022	8/31/2022	8/31/2022	Copies of and/or description and elevation of building permits issued for the attached list of properties from August 15, 2017 to August 15, 2022	Too broad/vague ; 8/31/2022; emailed letter	$0.00
PD	Natalie Campen	8/30/2022			Arrest/incident report August 6, 2022 at 11766 Klein Rd Gulfport, MS. See attached.		

UD	Taylor Menge	8/30/2022	9/1/2022	9/1/2022	Copies of certificate of occupancy, copies of approved variances, conditional use permits special exceptions, zoning cases, resolution, ordinances, site plans. Address : 0909G-01-001.010	Too broad/vague ; 9/1/2022; emailed letter	$0.00
Engineering	Taylor Menge	8/30/2022	9/1/2022	9/1/2022	Copies of certificate of occupancy, copies of approved variances, conditional use permits special exceptions, zoning cases, resolution, ordinances, site plans. Address : 0909G-01-001.010	Too broad/vague ; 9/1/2022; emailed letter	$0.00
PD	Kanesha Johnson	8/31/2022			Body cam video for report #2021064649- Driver Jessica Ely; Location I-10		
UD	Ana Ramirez	8/31/2022	9/1/2022	9/1/2022	Electronic copies of any applications, site plans and documents relating to the installation of a new wireless telecommunications tower between August 2- August 31, 2022. Please exclude all small cell sites as we are concerned solely with macro tower sites	No records found; 9/01/2022; emailed letter	$0.00
UD	Donavan Scruggs-1	8/31/2022	9/2/2022	9/2/2022	Please provide copies of building permits issued for the addresses on the attached page for period August 15, 2017 to August 15, 2022	complete	$8.75
UD	Donavan Scruggs-2	8/31/2022	9/2/2022	9/2/2022	Please provide copies of building permits issued for the following addresses (see attached) for period of Aug 15, 2017 to August 15, 2022.	complete	$17.50
							$358.68

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: September 12, 2022, 2022

RE: Restock Striping Supplies - Public Works

The Purchasing Department reviewed the quotes received on the above referenced item and determined CROWN USA. to be the lowest and best bid for a total amount of $8,102.90.

Purchase Order #229517 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.

Public Works - RESTOCK STRIPING SUPPLIES

PO # 229517

	QTY	CROWN USA,		GEVEKO MARKINGS, INC.		OZARK MATERIALS, LLC	
16 x 24 SKARKS TEETH WHITE 125 MIL	10	$ 128.52	$ 1,285.20	$ 82.92	$ 829.20	$ 96.94	$ 969.40
COMBO STRAIGHT AND TURN ARROW 125 MIL - NO BEADS	10	$ 119.66	$ 1,196.60	$ 139.90	$ 1,399.00	$ 142.45	$ 1,424.50
TURN ARROWS 125 MIL- NO BEADS	10	$ 132.66	$ 1,326.60	$ 154.69	$ 1,546.90	$ 157.25	$ 1,572.50
4" WHITE LINE 125 MIL	10	$ 61.35	$ 613.50	$ 73.91	$ 739.10	$ 76.22	$ 762.20
6" WHITE LINE 125 MIL	10	$ 61.35	$ 613.50	$ 73.91	$ 739.10	$ 76.22	$ 762.20
12" X 3' WHITE LINE 125 MIL 30LF/30SF	50	$ 61.35	$ 3,067.50	$ 71.53	$ 3,576.50	$ 76.22	$ 3,811.00
			$ -		$ -		$ -
Total			$ 8,102.90		$ 8,829.80		$ 9,301.80

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: September 8, 2022

RE: Harbor Lights Winter Festival Portable Restrooms

The Purchasing Department reviewed the quotes received on the above referenced item and determined Jazzy Johns to be the lowest and best bid for a total amount of $43,530.00. Although we reached out to three companies for quotes only two returned quotes.

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.

Harbor Lights Winter Festival - Portable Restrooms

	QTY	Jazzy Johns		United Rentals	
Comfort stations to accommodate in any combination of the following: Ladies side with 2 stalls & 2 sinks, Men's side with 2 stalls and 2 sinks.	7	$ 5,400.00	$ 37,800.00	$ 5,801.00	$ 40,607.00
Handicap Accessible Restroom	3	$ 900.00	$ 2,700.00	$ 4,945.00	$ 14,835.00
Handwashing Station	2	$ 540.00	$ 1,080.00	$ 996.00	$ 1,992.00
Onsite Technician during show hours every Thursday, Friday, and Saturday beginning November 25th, 2022 through December 31st, 2022 (excluding Christmas Eve December 24th, 2022). Also, Monday December 19th, 2022 - Wednesday 21st, 2022, and Sunday December 25th 2022.	1	Lump Sum	$ 2,400.00	Lump Sum	$ 123,000.00
Pumper truck on call to relieve any clogs or overflows every night within 30 minutes of notification	1	Lump Sum	included	Lump Sum	$ 15,274.00
Total			$ 43,980.00		$ 195,708.00

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: September 9, 2022

RE: Harbor Lights Winter Festival Installation

The Department of Leisure Services requests your permission to issue a Purchase Order for Services to Turf Masters for the installation and take down of the 2022 Christmas lighting at Jones Park. This agreement includes the labor and equipment to install and take down city owned lighting.

The total amount of the service is $141,622.00. I have attached the quote for your review.

These services are budgeted in the fiscal year 2023 proposed budget.

It is my recommendation to approve this request contingent upon any and all licensing, insurance and/or other requirement(s) deemed necessary by the legal department.

Thank you for your consideration.

Christmas Decor

By Turf Masters

August 24, 2022

Mr. Gus Wesson
Director Dept. of Leisure Services
P.O. Box 1780
Gulfport, MS 39502

Gus

Per our earlier discussion, we are pleased to submit a Service Agreement proposal for installation and take-down for Christmas Lighting at Jones Park in Gulfport.

We would provide all labor and equipment to install your Christmas event lighting and decorations at Jones Park. Our team is well trained and will arrive in uniforms for each day of install and take down of the lighting as follows, per the list provided.

1. **Trees/Hedge Row/** – Install up to 6,000 strands of C-6's, 5MM and M5 for Palms, Live Oaks Cypress, Magnolias, Small Live Oaks, Deciduous Trees, Crape Myrtles, Anchor, Hedge Rows and Oleanders per owner supplied drawing**.** (price includes Articulating Lift & transportation**)** **INSTALL PRICE $72,647.00**
2. Take down / Storage – Provide labor and equipment (including lift to take down and prepare for storage for all of the above lighting and wreaths**.** **TAKE DOWN TOTAL PRICE $35,000.00**

Please let me know if you have any questions

Thank you in advance for your consideration.

Steve Jordan
President
Christmas Décor by Turf Masters

228-475-3665 Phone
5510 Telephone Road
Pascagoula, MS 39567
228-475-3691 Fax

By Turf Masters

August 24, 2022

Mr. Gus Wesson
Director Dept. of Leisure Services
P.O. Box 1780
Gulfport, MS 39502

Gus

Per our earlier discussion, we are pleased to submit a Service Agreement Proposal for installation and take-down for Christmas Lighting at Jones Park Pavilions in Gulfport.

We would provide all labor and equipment to install your Christmas event lighting and decorations at the two Pavilions at Jones Park (Barksdale & Market). Our team is well trained and will arrive in uniforms for each day of install and take down of the lighting as follows, per the list provided.

1. **Install Pavilions** (2 ea.) Contractor to provide labor and equipment to install and take down approximately 3300 ea. strands of mini lights (Barksdale 2517 & Market 742) to each Pavilion, (price includes Lift & transportation)
   TOTAL PRICE $33,975.00

Please let me know if you have any questions

Thank you in advance for your consideration.

Steve Jordan
President
Christmas Décor by Turf Masters

228-475-3665 Phone
5510 Telephone Road Pascagoula, MS 39567
228-475-3691 Fax



PO BOX 1766
Purvis, Ms 39475
Phone: 601-299-0556

This **CONTRACT & AGREEMENT**, made and entered into this 26th day of July 2022 by and between Mississippi Delta Shows, LLC hereinafter known as the Party of the first Part, and City of Gulfport of the city of Gulfport State of Mississippi hereinafter known as the Party of the Second Part.

WITNESSETH: That for and in consideration of the sum of One Dollar ($1.00) paid by each to the other, receipt for which is hereby acknowledge, and other valuable considerations hereby specified, both parties to this contract bind themselves as follows:

Party of the First Part agrees to present their attraction known as Mississippi Delta Shows, LLC in the City of Gulfport, State of Mississippi for a period of 36 days commencing Nov 25, 2022 and ending Dec 31, 2022, inclusive, under the following conditions. Daily Hours of operation to be determined by the City of Gulfport with the following exceptions closed on Dec 24, 2022.

Party of the First Part is to furnish Expo Ferris Wheel, Merry Go Round, Berry Go Round, Swinger, Funnel Cake Trailer, Food Trailer, Glow Souvenir Booth, 3 ATMS, 1 million dollars of liability insurance, and operators for the rides and booth employees.

Party of the Second Part is to furnish a suitable location for Show Grounds, which is known as Jones Park situated in Gulfport, Ms same to be cleared of brush, so that shows may exhibit without discomfort to themselves or the public, all Licenses that may be required by Law.

In consideration of fulfilling of this contract the Party of the Second Part agrees to pay the Party of the First Part $82,000.00 flat rate for the 4 mechanical rides payable as follows payment schedule to be determined at a later date. Full amount must be paid no later than 10 days after close of event. Party of the First Part agrees to pay Party of the Second Part 15% of gross revenue received on

Funnel Cake Trailer, Food Booth, and Glow Souvenirs Booth. Party of the First Part agrees to pay Party of the Second Part $1.00 for each ATM transaction.

Party of the First Part shall carry at all times during shows, an insurance policy or policies protecting Party of the Second Part and its owners, directors, officers, employees, third-party vendors, and guests against loss, damage, or liability for bodily injury, property damage, or personal injury or expense, arising out of or occurring upon or in connection with the performance of the services to be provided for the shows by Party of the First Part. Such policies shall be issued by an insurance company or companies satisfactory to Party of the Second Part and shall include, at a minimum, (i) commercial general liability insurance, including premises liability, products liability, completed operations, and contractual liability for bodily injury, property damage, and personal injury coverage in the amount of One Million Dollars ($1,000,000) each occurrence and Three Million Dollars ($3,000,000) general aggregate, (ii) automobile liability insurance covering all owned, hired, and non-owned vehicles for bodily injury, property damage, uninsured motorists and underinsured motorist coverage with a combined single limit of at least One Million Dollars ($1,000,000), and (iii) workers' compensation and employers' liability insurance as required by statute or rule of the State of Mississippi. Party of the Second Part should be added as an additional insured on each policy or policies.

Party of the First Part shall indemnify, defend, and hold harmless Party of the Second Part and its owners, directors, officers, employees, third-party vendors, guests, and any other individual attending the shows from any loss, claim, liability, and expense with respect to (i) workers' compensation benefits payable on account of injury or death to any employee of subcontractor of Party of the First Part where the injury or death arises out of or is in any way related to the services performed or to be performed at the shows; (ii) claims for bodily injury, personal injury, death, or property damages or loss asserted by any employee, agent, or subcontractor of Party of the First Part where the injury, death, damage, or lose arises out of or is in any way related to the services performed or to be performed at the shows; (iii) claims for personal injury, death, property damage, or loss by theft asserted by third parties including any employee, agent, or subcontractor of Party of the First Part where the injury, death, damage, or loss by theft arises out of or is in any way related to the services performed or to be performed at the shows or where the claim is based solely on any act or omission by Party of the First Part, or any of its employees, agents, or subcontractors, including claims of strict liability; (iv) claims from any state agency or taxing authority; and (v) claims resulting in fines and/or forfeitures or failure to comply with all federal, state, county, and municipal laws, statutes, ordinances, rules, and regulations.

In case of cyclone, flood, fire, epidemic, impassable roads or any other unforeseen accident, over which the Party of the First Part has no control then they are in no way to be held liable for damages by the said Party of the Second Part.

Signed this 17th day of August 2022

Mississippi Delta Shows, LLC

By: _____

Its: President

City of Gulfport

By: _____

Its: Mayor

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number:	2. Effective Date: July 1, 2022
City of Gulfport PO Box 1780 Gulfport, MS 39502 228-868-5900 gpeleaz@gulfport-ms.gov	3. Sub-grant Number: 20PS2141 4. Grant Identifier: 2020-GP-BX-0034 5. Beginning & Ending Dates: 07/01/2022 to 06/30/2023 6. Sub-grant Payment Method: Cost Reimbursement X Other:

7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	$ 10,070.00	100%					$ 10,070.00
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	$ 10,070.00	100%					$ 10,070.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

- Statement of Special Conditions
- Standard Assurances
- Certification Regarding Equal Employment
- Civil Rights Compliance Checklist
- Civil Rights Training Certification
- Certification Regarding Debarment
- Certification Regarding Lobbying
- Match Certification Form (if applicable)

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: Billy Hewes, Mayor City of Gulfport
11. Signature: Date: Emberly K. Holmes 06/24/2022	12. Signature: Date: 8/17/22

DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET

1. Applicant Agency: City of Gulfport Police Department			
2. Sub-grant Number	**3. Grant Identification Number**	**4. Beginning Date**	**Ending Date**
20PS2141	2020-GP-BX-0034	07/01/2022	06/30/2023
6. Submitted as part of (Check One):	**A. Funding Request:** X	**B. Modification Number:**	**C. Modification Effective Date:**

		Funding Sources				
8. For DPSP Use Only	**9. Activity**	**Federal**	**State**	**Program Income**	**Other (Local-Private)**	**Total**
	Project Safe Neighborhood PSN – Southern District	**$ 10,070.00**				**$ 10,070.00**
TOTAL		**$ 10,070.00**				**$ 10,070.00**

DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Gulfport Police Department				Page 1 of 1
2. Sub-grant Number	**3. Grant Identifier Number**	**4. Beginning Date**	**5. Ending Date**	
20PS2141	**2020-GP-BX-0034**	**07/01/2022**	**06/30/2023**	
6. Activity: Project Safe Neighborhoods (PSN) **Southern District**				

7. DPSP Use Only	8. Category / 9. Line Item	10. Description of item and/or Basis for Valuation		11. Budget Federal	All Other	Total
	Equipment	1-GrayKey Essential device and software (shipping and handling included)	$ 10,070.00	**$ 10,070.00**		**$ 10,070.00**
			Total	**$ 10,070.00**		**$ 10,070.00**

Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
PSN Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. `Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. www.ojp.gov

Special Cancellation Condition for Subgrantees:

(1) **Commencement with 60 Days**. If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

(2) **Operational within 90 Days**. If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

3Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

PSN – Subrecipient DHS question requirement

The sub-recipient agrees to obtain a properly executed certification of compliance with 8 U.S.C. 1373 along with responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and customs enforcement (ICE), and that certification and question responses have been submitted to BJA and BJA approves the subaward or that certification and question responses have been submitted to BJA and 30 days have passed since the submission without a denial from BJA.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

a. OMB Circular A-128. Audits of State and Local Governments.

b. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: (Check One)
____ State (July - June)
__✓__ Federal (October - September)
____ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least $500,000. Please check below if you are required to have a Single Audit.

Single Audit Required: ✓ Yes ____ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor a random selection of subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700
or
e-mail: oig.hotline@usdoj.gov
Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an

equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R.

Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
PSN Standard Award Policy and Special Conditions

Please check one: ✓ Required _____ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The City of Gulfport (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.

Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
PSN Standard Award Policy and Special Conditions

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

City of Gulfport
Agency's Name

20PS2141
Subgrant Award Number

Billy Nelms
Authorized Official (Please Print)

Mayor
Authorized Official Title

Authorized Official (Signature)

8/17/2022
Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS
SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at http://www.ojp.usdoj.gov/ocr/.

   In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

   Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

   The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 et. seq. If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of $500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

   Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

   As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the

basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.

6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United State or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.

8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA of by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

   Financial report covering expenditures of the grant;
   Internal and external audit reports and project evaluation;
   Approved budget and subsequent modifications;
   Contracts, leases, employment agreements, and purchase invoices;
   Indirect cost allocation plans;
   All invoices, billings, request for cash, and reporting worksheets;
   General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
   All personnel records of individuals paid with grant funds, including time sheets,
   wage authorization, tax withholdings forms, employment applications and other relevant data;
   Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
   Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct hearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.

13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

City of Gulfport — Name of Agency or Organization

20PS2141 — Subgrant Number

LEONARD J. PAPANIA
CHIEF ADMINISTRATIVE OFFICER
CITY OF GULFPORT

Chief Administrative Officer

8/17/22

Date

Revised May 2012

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157,** within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 20PS2141 Award Amount $ 10,070.00

Subgrant Project Title: MS Project Safe Neighborhoods

Organizational Name (Subgrantee or Funded Entity): City of Gulfport

Address: P.O. Box 1780
Gulfport, MS 39502

Telephone Number: 228-868-5900

Subgrantee Duration:

Beginning Date: 07/01/2022 Ending Date: 06/30/2023

Project Director's Name, Address and Telephone Number:
Gregory Peleaz
2220 15th Street
Gulfport, MS 39501

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

Jeff Bruni - City Attorney
2220 19th Street
Gulfport, MS 39501
228-868-5811

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY] This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

_____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
___ (2) has less than 50 employees; and/or;
_____ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than $25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

☑ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than $25,000, but less than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature
(Subgrantee)

Date: 8/17/2022

Billy Hewes
Typed or Printed Name

Mayor
Person's Organizational Title

. . . . . .

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT F

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Billy Hewes, Mayor
Name and Title of Authorized Representative

Signature

8/17/2022
Date

City of Gulfport
Name of Organization

P.O. Box 1780
Address of Organization

Gulfport, MS 39502

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

   ☑ Yes
   ☐ No

   If yes, on what date did the subrecipient prepare the EEOP?

   July 3, 2013

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

   ☐ Yes – submitted an EEOP Short Form
   ☐ Yes – submitted a certification
   ☑ No

   If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

   Comments: Statement on official website and printed materials

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

   Comments: Through an Employee Handbook given at orientation and on official website.

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

☑ Yes
☐ No

If yes, an explanation of these policies and procedures: This information is in the Employee Handbook and can be found on the official website.

6. If the subrecipient has 50 or more employees and receives DOJ funding of $25,000 or more, has the subrecipient taken the following actions:

   a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

   ☑ Yes
   ☐ No

   b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

   ☑ Yes
   ☐ No

   c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

   ☑ Yes
   ☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

   a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

   ☐ Yes
   ☑ No N/A

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

☐ Yes
☑ No N/A

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

☐ Yes
☑ No N/A

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☑ Yes
☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)? We try to accommodate all reasonable accomodations

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

N/A

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

☑ Yes
☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

☐ Yes
☑ No N/A

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☐ Yes
☑ No N/A

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☐ Yes
☑ No N/A

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☑ Yes

☐ No

City of Gulfport
Name of Agency or Organization (Please Print)

20PS2141
Subgrant Number

Authorized Official or Authorized Designee Signature

8/17/2022
Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The, City of Gulfport, hereby certifies that our agency has received Civil Rights Training required by the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

(Date) (Names(s) of Individual(s)) _____

_____

Date of Training _____

Location of Training _____

State of Mississippi
County of Harrison
Signed [or attested] before me on 8/17, 2022 by Billy Hewes, Mayor

_____
Authorized Signatory official

Stamp

STATE OF MISSISSIPPI
RASHIDA T BELL
NO. 92077
Commission Expires
09/30/2025
NOTARY PUBLIC
JACKSON COUNTY

_____
Signature of Notarial Officer

City Clerk
_____
Title of office

My commission expires: 9/30/2025

FOR OJP purposes only

This certification expires on:_____

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of $100,000 or more; or Federal loan of $150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here BH and complete and submit "Disclosure of Lobbing Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

City of Gulfport
Name and Address of Organization
P.O. Box 1780
Gulfport, MS 39502

[signature] 8/17/2022
Name of Authorized Individual
Signature and Date

20PS2141
Subgrant Number

Revised May 2012

THE EDWARD BYRNE

JUSTICE ASSISTANCE GRANT

CIVIL RIGHTS COMPLIANCE

1

THE OFFICE FOR CIVIL RIGHTS ENFORCES

- **Title VI of the Civil Rights Act of 1964** (*race, color, national origin*)
- **Section 504 of the Rehabilitation Act of 1973** (*disability*)
- **Title II of the Americans with Disabilities Act of 1990** (*disability*)
- **Age Discrimination Act of 1975** (*age*)
- **Title IX of the Education Amendments of 1972** (*sex in educational programs*)
- **Program Statutes (e.g. Safe Streets Act, Victims of Crime Act, JJDPA)** (*race, color, national origin, sex, religion, disability*)

2

WHO IS SUBJECT TO THESE LAWS?

- Any "PROGRAM OR ACTIVITY" that receives financial assistance from the DOJ.
- Program or Activity means all of the operations of an organization receiving federal financial assistance, such as the entire department or office within a state or local government.

3

WHO IS SUBJECT TO THESE LAWS?

Examples:

- If a state Department of Public Safety receives federal funding and sub awards the funding to local community based organizations, all of the operations of the Department of Public Safety are covered, along with the operations of the local community based organizations.
- If a domestic violence shelter receives federal funds and uses the funds to operate particular programs, all of the activities of the shelter are covered, and not just the federally-funded programs.
- If a project of a county sheriff's department receives federal funds, the entire sheriff's department is covered, but not the other departments in the county.

4

RELIGION

Definitions

All aspects of religious practice as well as belief

42 USC 2000e(j)

Includes sincerely held moral or religious convictions

29 CFR 1605.1

9

NATIONAL ORIGIN DISCRIMINATION

Includes discrimination on the basis of *Limited English Proficiency* (*LEP*).

A *Limited English Proficient* (*LEP*) person has a first language other than English and a restricted ability to read, speak, write, or understand English.

10

TO AVOID DISCRIMINATION AGAINST LEP PERSONS, RECIPIENTS MUST

- ***reasonable steps*** to ensure ***valuable access*** to the programs, services, and information the recipients provide, ***free of charge.***
- Establish and implement ***policies and procedures*** for language assistance services that provide LEP persons with valuable access.

11

WHAT SHOULD A WRITTEN LEP POLICY HAVE?

FIVE ELEMENTS

1. A process for identifying LEP persons who need language assistance
2. Information about the available language assistance measures
3. Training for staff
4. Notice to LEP persons
5. Monitoring and updating the LEP policy

12

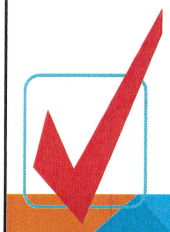
SUB RECIPIENT COMPLAINT PROCEDURES

2. Notifying DPS of any discrimination complaint that is not referred to DPS; and
3. Notifying the petitioner that he/she may file a complaint directly with the DPS or OCR.

- **Sub recipients should provide public notice of these complaint procedures, such as by posting signage in places of public contact and referencing the procedures in program materials.**

17

WHAT IS AN EEOP?



- **Comprehensive document which analyzes:**
- **an agency's workforce in comparison to its relevant labor market data**
- **all agency employment practices to determine their impact on the basis of race, sex, or national origin**
- **A tool used to identify possible problem areas where discrimination may be occurring**

18

DOES AN AGENCY HAVE TO PREPARE AN EEOP?

Depends on . . .

- Funding (Safe Streets Act, VOCA, or JJDPA)
- Status of Organization (e.g., nonprofit)
- Amount of single award
- Number of employees

19

OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968 NONDISCRIMINATION PROVISION

No person in any State shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under this chapter.

34 U.S.C. § 10228(c)

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ATTACHMENT E

OFFICE OF JUSTICE PROGRAMS
DISCRIMINATION COMPLAINT POLICIES AND PROCEDURES

Please do not return

I. PURPOSE

These policy and procedures establish requirements for all clients, customers, program participants, or consumers of the Division of Public Safety Planning (DPSP) and the DPSP's subrecipients to administer programs designed to recruit, select, and promote employees on the basis of their relative ability, knowledge, and skills. The selection process and criteria shall assure the fair and equitable treatment of all applicants and employees without regards to political affiliation, race, color, national origin, marital status, sex, religion, creed, age, or handicap. The DPSP will ensure the subrecipients comply with all applicable federal laws regarding employment discrimination.

II. POLICY

It is the policy of the DPSP to provide equal employment opportunity for all individuals regardless of race, color, national origin, marital status, sex, religion, creed, age, physical handicap, disability, or political affiliation. In order to assure non-discriminatory grant administration, DPSP promotes non-discriminatory practices and procedures in all phases of federal-state grant administration. Furthermore, DPSP's equal employment policy prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal or state laws.

All individuals have the right to participate in programs and activities operated by the DPSP and DPSP subrecipients regardless of race, color, national origin, sex, religion, disability, and age. The DPSP will ensure that the DPSP and its subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. & 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets of Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. &3789d(c)(1), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. & 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. & 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

Harassment can include:

Threats;
Slurs or epithets;
Threatening acts;
Posting offensive materials on walls, bulletin boards, e-mails, etc.

To be considered harassment, conduct must:

Be serious and frequent enough to create a hostile environment;
Interfere with the ability to work, live, or enjoy a public place.

Complaint Coordinator

The DPSP staff member designated to maintain records of all complaints received including complaints forms, supporting documentation, acknowledgement of complaint receipt letters and resolution letters. All complaint records will be filed in a secured cabinet and access will be restricted to the Complaint Coordinator (Steve Coleman, DPSP Attorney) and Office of Justice Program's Office Director.

IV. COMPLAINT PROCEDURES

If you believe you have been discriminated against because of your race, color, or national origin, including limited English proficiency (LEP), by programs or activities receiving federal financial assistance, please contact the DPSP Complaint Coordinator or designee administering federal-state programs.

If you believe that you have been be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of your gender by any Office of Justice Program or activity receiving federal financial assistance, contact the DPSP Complaint Coordinator or designee administering federal-state programs.

The following complaint policies and procedures will be adhered to:

A. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by the subrecipients of federal funds may file a complaint in accordance with the DPSP complaint procedures.

B. The Complaint Procedure begins with the individual who is filing the complaint, by completing the Title VI Form and/or preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a thorough and specific description of the situation, incident, or condition; identity of witnesses, if any; the resolution the individual is seeking; and the signature of the individual filing the complaint properly dated by the complainant.

Title VI Complaint Form

Please review and complete the Title VI Complaint form. This form provides DPSP with information to be reviewed. **It is not a formal complaint**. Once we receive your completed questionnaire, we will review it and then contact you for more information.

To avoid delays in processing, please submit only one complaint form to SOCR (either by mail, , or in person) regarding the said matter.

First Name: Last Name:

Middle Initial:

Street Address:

City: State:

Zip Code:

County:

Home Phone: ( )

Work Phone: ( )

Cell Phone: ( )

Which telephone number is preferred to contact you? Home Work Cell

Email Address:

How did you hear about SOCR?

Do you require language interpretation? No Yes

If yes, what kind:

Do you require sign language interpretation? No Yes

If yes, what kind:

Who can we contact if we are unable to reach you?

Name:

V. TRAINING

The DPSP will provide periodic training for subrecipients on the complaint policies and procedures, including an employee's responsibility to refer discrimination complaints from employees or applicants of the DPSP subrecipients to the Complaint Coordinator.

The DPSP provide PowerPoint presentations of OCR training materials to subrecipients at Annual Implementation Conferences, as well as provide these materials along with technical assistance to subrecipients during project monitoring visits.

The DPSP can be contacted by submitting correspondence to:

The Division of Public Safety Planning
Office of Justice Programs (OJP)
ATTN: OJP Office Director
1025 Northpark Drive
Ridgeland, MS 39157

MEMORANDUM OF UNDERSTANDING AMONG THE U. S. NAVAL CRIMINAL INVESTIGATIVE SERVICE AND THE PARTICIPATING FEDERAL, STATE, COUNTY AND MUNICIPAL AGENCIES IN THE SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT (LEAP) INFORMATION SHARING INITIATIVE KNOWN AS THE LAW ENFORCEMENT INFORMATION EXCHANGE (LINX)

A. PURPOSE.

1. This Memorandum of Understanding (MOU) is entered into by the U. S. Naval Criminal Investigative Service and the Federal, State, and local law enforcement agencies in the Southeast Law Enforcement Alliance Project (LEAP) who are participating in an information sharing initiative known as the Law Enforcement Information Exchange (LInX) for the operation of a regional warehouse of databases. The purpose of this MOU is to set forth the policy and procedures for the use of the LInX by the participating parties, including the ownership and control of the information within the system, which may be contributed by each party for use by the LInX and the participating agencies.

2. The driving impetus for this initiative and MOU is to further the wars against crime and terrorism in the wake of the September 11th terrorist attacks against the United States. This includes: identifying and locating criminals, terrorists and their supporters; identifying, assessing, and responding to crime and terrorist risks and threats; and otherwise preventing, detecting, and prosecuting criminal and terrorist activities. To achieve these ends, it is essential that all Federal, State, and local law enforcement agencies cooperate in efforts to share pertinent information. The LInX will integrate relevant records of the parties within a single warehouse of databases, effectively providing each participating agency with a single source for regional law enforcement information. For security purposes, LInX access will be via a separate, sensitive but unclassified server.

3. The LInX will be available for use by participating law enforcement agencies in furtherance of authorized law enforcement activities as well as the prevention and detection of terrorist risks and threats. Utilizing the LInX capabilities will significantly advance public safety and security, and will enhance the protection of this Nation's critical strategic resources in the Southeast.

B. PARTIES.

1. The parties to this MOU are the U. S. Naval Criminal Investigative Service and law enforcement agencies within the Southeast, Federal Law Enforcement Agencies (via N-DEx web service), and Department of Defense Law Enforcement Agencies.

   a. Participating agencies will also have access to the other fourteen (14) regional LInX systems.

2. The parties agree that maximum participation by all eligible law enforcement agencies will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible agencies will join this MOU in the future. An eligible agency must apply for and be approved by the Governance Board. The Governance Board shall establish criteria for eligibility to join; such as but not limited to security compliance, data accountability, technical capability, and operational history. A joining agency once approved by the Governance Board shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

C. POINTS OF CONTACT. Each party shall designate an individual as the party's point of contact (POC) for representing that party in regard to the MOU. A party may change its POC at any time upon providing written notification thereof to the POCs of all other parties.

D. AUTHORITY.

1. Authority for the Naval Criminal Investigative Service to enter into this MOU includes Department of Defense (DoD) Instruction 5505.3 dated July 11, 1986 and SECNAVINST 5520.3B dated January 4, 1993;

2. Authority for Florida state, county, and local agencies to enter into this MOU includes Sections 943.03(5), 943.03(14), 943.0312(2), and 943.0544(5), Florida Statutes (2004).

3. Authority for Georgia state, county, and local agencies to enter into this MOU includes OCGA 36-69-1, et seq. The Georgia Mutual Aid Act and the Georgia Constitution, Article 9, Section 3, provides local departments the authority to enter into MOU's.

4. Authority for Alabama state, county, and local agencies to enter into this MOU includes Alabama Code, Title 36, Chapter 11, Article 3 Agreements and Cooperation by Law Enforcement Agencies

5. Authority for Mississippi state, county, and local agencies to enter into this MOU includes MS Code 45-27-7, Duties and functions of the Justice Information Center

6. Authority for Louisiana state, county, and local agencies to enter into this MOU includes Title 44 RS 44:3D Records of prosecutive, investigative, and law enforcement agencies, and communications districts.

MISSION/OBJECTIVES. This initiative seeks to capture the cumulative knowledge of the participating law enforcement agencies in the Southeast in a systematic and ongoing manner to maximize the benefits of information gathering and analysis to prevent and respond to terrorist and criminal threats; to support preventive, investigative and enforcement activities; and to enhance public safety and force

protection for the Nation's critical infrastructure in the Southeast. The specific objectives of the LInX are to:

1. Integrate specific categories of existing law enforcement, criminal justice and investigative data from participating agencies in near real time within one data warehouse that will be accessible by all participating agencies.

2. Dramatically reduce the time spent by participating agency personnel in search and retrieval of relevant data by providing query and analytical tools.

3. Provide the means for the participating agencies to develop analytical products to support law enforcement, criminal investigation, force protection, and counter-terrorism operational and investigative activities.

4. Provide an enhanced means for the participating agencies to produce strategic analytical products to assist administrative decision-making processes for area law enforcement executives.

F. CONCEPT.

1. The LInX is a cooperative partnership of Federal, State, county, and local law enforcement agencies, in which each agency is participating under its own individual legal status, jurisdiction, and authorities, and all LInX operations will be based upon the legal status, jurisdiction, and authorities of the individual participants. The LInX is not intended to, and shall not, be deemed to have independent legal status.

2. The LInX will become a central, electronic repository of derivative Federal, State, county, and local law enforcement and investigative data, with each party providing for use copies of information from its own records which may be pertinent to LInX's mission. Once the database warehouse is populated and properly structured, the system will function with querying and analytical tools in support of law enforcement activities, criminal investigations, force protection, and counter terrorism, and for the development of reports by the participating agencies for the use of their executive decision makers.

3. The LInX database warehouse is currently located at the Northeast Florida HIDTA site in Jacksonville, Florida. This site meets the requirements for security accreditation, and contains "Sensitive But Unclassified" (SBU) information from the records systems of the MOU parties. All parties contributing data to the LInX will have equal access to the LInX functionality via secure Internet connections for read, analytical and lead purposes only. All other regional LInX database warehouses are consolidated at the Alexandria, Virginia Police Department, for major cost savings for the Naval Criminal Investigative Service, which maintains the database warehouses.

G. OWNERSHIP, ENTRY, AND MAINTENANCE OF INFORMATION.

1. Each party retains sole ownership of, exclusive control over content and sole responsibility for the information it contributes, and may at will at any time update or correct any of its information in LInX, or delete it from the LInX entirely. All system entries will be clearly marked to identify the contributing party.

2. Just as each party retains sole ownership and control of the information it contributes, so does a party retain sole ownership and control of the copies of that information replicated in the LInX.

3. The contributing party has the sole responsibility and accountability for ensuring that no information is entered into LInX that was obtained in violation of any Federal, State, or local law applicable to the contributor.

4. The contributing party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies, and procedures applicable to the party's entry and sharing of information into the LInX.

5. The contributing party has the sole responsibility and accountability for making reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information contributed. Each party will notify the contributing party and the Governance Board of any challenge to the accuracy of the contributing party's information.

6. Because information housed by LInX will be limited to duplicates of information obtained and separately managed by the entering party within its own record system(s), and for which the contributing party is solely responsible and accountable, information submitted by the participating parties shall not be altered or changed in any way, except by the contributing party. The contributing party should not make any changes to the data in the LInX warehouse that is not mirrored within the contributing party's source records.

7. The LInX will thus only be populated with mirrored information derived from each contributing party's "own records," and is not in any manner intended to be an official repository of original records, or to be used as a substitute for one, nor is the information in the system to be accorded any independent record system status. Rather, this electronic system is merely a means to provide timely access for the law enforcement parties to information that replicates existing files/records systems.

8. To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in the analysis of LInX information may be relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records system(s) in accordance with that party's records management processes (subject to obtaining any contributing party's consent as provided below). A party that desires to incorporate in its own separate records information contributed by another party, including any analytical products based on

another party's information, must first obtain the data directly from the entering party and obtain the entering party's express permission to use the data.

9. Commercially available references, public source information, and software applications, such as commercial directories, census data, mapping applications, and analytical applications are considered to be nonrecord material and will be maintained in accordance with applicable contracts and/or licensing agreements. To the extent that any such information is relevant and appropriate for preservation as independent records, it will the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records system(s) in accordance with that party's records management processes and any applicable contract or licensing agreement.

10. Each agency has agreed to submit law enforcement, criminal justice and investigative types of records, reports, photographs, and information into the LInX warehouse.

11. There is no obligation and there should be no assumption that a particular party's records housed in the LInX database warehouse represent a complete mirror image of that party's records system for any subject or person.

H. ACCESS TO AND USE OF INFORMATION.

1. Each party will contribute information to the LInX and agrees to permit the access, dissemination, and/or use of such information by every other party under the provisions of this MOU (and any other applicable agreements that may be established for the LInX). The contributing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting this by any laws, regulations, policies, and procedures applicable to the submitting party.

2. Agencies that do not provide data for inclusion in the LInX are not eligible to be parties without express, written approval of the Southeast Law Enforcement Alliance Project's LInX Governance Board. Only duly constituted law enforcement components of Federal, military, state, county, or local jurisdictions may become members of the LInX.

3. All parties will have access via a secure internet connection to all the information in the LInX, as provided in this MOU and any other applicable agreements that may established for the LInX; and each agency is responsible for providing its own internet connectivity.

4. An accessing party has the sole responsibility and accountability for ensuring that an access comports with any laws, regulations, policies, and procedures applicable to the accessing party.

5. A party may only access the LInX when it has a legitimate, official need to know the information for an authorized law enforcement purpose, such as counter

terrorism, public safety, and/or national security, after receiving training appropriate to this MOU.

6. An accessing party may use information for official matters only. The system cannot be used for general licensing and employment purposes, background investigations of federal, state or local employees, or any other non-law enforcement purpose. The LInX system may be queried by member agencies to assist them in developing leads to pursue in the vetting process of candidates for employment in their own agencies. However, the information contained in LInX CANNOT be utilized as the basis for a hiring decision. Any leads developed as a result of the LInX queries must be verified with the contributing agencies and only the actual, verified data may be used in the hiring decision.

7. Information in the system, including any analytical products, may not be used for any unauthorized or non-official purpose and shall not be disseminated outside of an accessing party without first obtaining express permission of each party that contributed the information in question.

8. Notwithstanding the requirement in the previous provision that information may not be disseminated without first obtaining express permission of each party that contributed the information in question, in accordance with and to the extent permitted by applicable law, required court process, or guidelines issued jointly by the Attorney General of the United States and the Director of Central Intelligence, immediate dissemination of information can be made if a determination is made by the recipient of the information:

(a) that the matter involves an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to the national security; and

(b) requires dissemination without delay to any appropriate federal, state, local, or foreign government official for the purpose of preventing or responding to such a threat.

The owner of the information shall be immediately notified of any and all disseminations made under this exception.

9. Any requests for reports or data in LInX records from anyone other than a party to this MOU will be directed to the contributing party.

10. Agencies who are not part of this MOU will not have direct access to LInX. Requests by such agencies for copies of information contained in LInX must be referred to the individual LInX party that owns the information.

11. The information in the LInX shall not be used to establish or verify the eligibility of, or continuing compliance with statutory and regulatory requirements by

applicants for, recipients or beneficiaries of, participants in, or providers of services with respect to, cash or in-kind assistance or payments under the Federal or State benefit programs, or to recoup payments or delinquent debts under such Federal or State benefit programs.

12. The LInX will include an audit capability that will log user activity. Each agency will designate a point of contact who shall have access to that member agency's portion of the audit log. However, the audit log aggregate is not a record of information wholly controlled by any one member agency and no single member agency may disclose the content of the entire log. Any requests for copies of the entire audit log will be forwarded to each member agency for direct response to that member agency's portion of the audit log.

I. SECURITY.

1. Each party will be responsible for designating those employees who have access to the LInX. This system has been developed with the capability to record each use of the system, including the identity of the individual accessing the system, and the time of the access to the system, and the information queried. The system was developed with security in mind. It should be remembered by each participating member that access to the information within the system should be on a strictly official, need-to-know basis, and that all information is law enforcement sensitive.

2. Each party agrees to use the same degree of care in protecting information accessed under this MOU as it exercises with respect to its own sensitive information. Each party agrees to restrict access to such information to only those of it's (and it's governmental superior's) officers, employees, detailees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors with an official "need to know" such information. Each party agrees to take appropriate corrective administrative and/or disciplinary action against any of its personnel who misuse the LInX system as if it were an abuse of their own sensitive information systems of records.

3. Each party is responsible for training those employees authorized to access the LInX system regarding the use and dissemination of information obtained from the system. Specifically, employees should be given a clear understanding of the need to verify the reliability of the information with the contributing party before using the information for purposes such as preparing affidavits, or obtaining subpoenas and warrants, etc. Parties should also fully brief accessing employees about the proscriptions for using third party information as described in Section H, paragraphs 4–11, above.

J. PROPERTY.

1. The equipment purchased by the NCIS to support this effort will remain the property of the NCIS. After expiration of any warranties, the NCIS and the Southeast

Law Enforcement Alliance Project Governance Board will determine the responsibility for the maintenance of the server.

2. Ownership of all property purchased by parties other than the NCIS will remain the property of the purchasing party. Each party accessing the LInX from the party's facility shall provide its own computer stations for its designated employees to have use and access to the LInX. The accessing party is responsible for configuring its computers to conform to the access requirements. Maintenance of the equipment purchased by the accessing party shall be the responsibility of that party.

K. COSTS.

1. Unless otherwise provided herein or in a supplementary writing, each party shall bear its own costs in relation to this MOU. Even where a party has agreed (or later does agree) to assume a particular financial responsibility, the party's express written approval must be obtained before the incurring by another party of each expense associated with the responsibility. All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

L. LIABILITY.

1. The LInX is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by a party to perform LInX related functions shall not be considered employees of the LInX or of any other party for any purpose. The assigning party thus remains solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to LInX functions.

2. Unless specifically addressed by the terms of this MOU (or other written agreement), the parties acknowledge responsibility for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject.

M. GOVERNANCE.

1. The parties recognize that the success of this project requires close cooperation on the part of all parties. To this end, the LInX system will be operated under a shared management concept in which the parties will be involved in formulating operating policies and procedures. The Southeast Law Enforcement Alliance Project Governance Board will consist of the head (or authorized designee) of each participating law enforcement agency. The parties agree to comply with all future policies and procedures developed by this Governance Board.

2. Each member of the Governance Board shall have an equal vote and voice on all board decisions. Unless otherwise provided, Roberts Revised Rules of Order shall govern all procedural matters relating to the business of the Governance Board.

3. A chairperson shall be elected by its members, together with such other officers as a majority of the Board may determine. The chairperson, or any board member, may call sessions as necessary. For a meeting to occur a minimum of 51% of the membership must be present and a simple majority of those present shall be required for passage of any policy matters. A tie vote does not pass the matter. In emergency situations, the presiding officer may conduct a telephone or email poll of Board members to resolve any issues. The Governance Board may also establish any needed committees such as technical, user, oversight, and legal.

4. Disagreements wholly among and between LInX members arising under or relating to this MOU shall be resolved only via consultation at the lowest practicable level by and between the affected parties and their sponsoring agencies (or as otherwise may be provided under any separate governance procedures) and will not be referred to any court, or to any other person or entity for settlement. All unresolved matters will go before the Governance Board.

5. The Governance Board may establish additional procedures and rules for the governance of the LInX system and in furtherance thereof may enter into one or more separate formal or informal agreements, provided that any such agreement does not conflict with the spirit, intent, or provisions of this MOU, and is sufficiently memorialized to meet the business purposes of the Governance Board (including adequately informing current and future parties). Such governance agreement(s) may, for instance address: organizational structure and control; executive management and administration; delegation of authority; operating policies, procedures, rules, and practices; meetings, quorums, and voting procedures; audits; and sanctions (including involuntary termination of a party's participation in this MOU).

N. DISCLOSURE OF THIRD PARTY INFORMATION.

1. When addressing any request for the disclosure of third agency information where that information was obtained as a result of a query(s) made through the LInX system, the participating agencies shall comply with the following policy:

(a) In all cases, for providers of any third agency information held in another LInX MOU signatory's files, the provider retains proprietary ownership of the information other than as provided by specific law.

(b) As agreed by all parties and established in Sections G, H and I of the LInX MOU and herein, information acquired through the LInX System by all parties, shall be considered sensitive law enforcement information, the non-disclosure of which is essential to law enforcement or the protection of on-going

investigations and persons rights to privacy. Therefore, in all cases the agency with proprietary interest will be immediately notified of a request for sharing or disclosure of that information from any agencies or parties outside of participating agencies in the LInX system.

(c) All parties agree to assist and cooperate with any signatories in protecting information from harmful disclosure to the fullest extent of the law.

(d) It is not the intention of this agreement to circumvent or obstruct existing open government and/or public information disclosure laws. Rather it is intended to ensure the protection of sensitive law enforcement information, information that has been designated as part of an active and ongoing investigative effort by any party, and other information as protected by applicable Federal and State privacy laws.

O. NO RIGHTS IN NON-PARTIES.

1. This MOU is an agreement among the parties and is not intended, and should not be construed, to create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the NCIS, the Department of the Navy, the Department of Defense, the FBI, the Department of Justice, the United States, a party, or any State, county, locality, or other sponsor under whose auspices a party is participating in the LInX or the officers, directors, employees, detailees, agents, representatives, contractors, subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

P. EFFECTIVE DATE/DURATION/MODIFICATION/TERMINATION.

1. As among the original parties, this MOU shall become effective when the duly authorized representatives of each party have all signed it. For parties who subsequently join, this MOU shall become effective when completed and signed by the joining party's duly authorized representative and countersigned by the representatives of all the other parties applicable at the time of the joining.

2. This MOU shall continue in force indefinitely for so long as it continues to advance the participants' mission purposes, contingent upon approval and availability of necessary funding.

3. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all parties. However, the parties may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution: does not conflict with the spirit, intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties; and is sufficiently memorialized to meet the business purposes of LInX governance (including adequately informing current and future parties).

4. This MOU may be terminated at any time by the mutual written agreement of the duly authorized representatives of all parties. A party's duly authorized representative may also terminate the party's participation in the MOU upon written notice to all other parties of not less than thirty 30 days. A party's participation may also be terminated involuntarily as may be provided in applicable governance agreement.

5. Upon termination of this MOU, all property being used under its purview will be returned to the respective supplying party. Similarly, if an individual party's participation in this MOU is terminated, the party will return any property to supplying parties, and the remaining parties will return any property supplied by the withdrawing party.

6. All information contributed to the LInX by a terminating party will be deleted from LInX.

7. As to information in the LInX during a party's participation under this MOU, the rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of such information shall survive any termination. This applies both as to a terminating party's information, and to the other parties' disclosure and use of a terminating party's information.

Q. APPENDICES.

A. Form for new agencies to join MOU (and copies of executed forms for each new agency which has so joined)

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each participating agency on an individual page attached hereto and incorporated herein as part of this MOU.

SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT LINX MEMORANDUM OF UNDERSTANDING

Signatory Page

For The **City of Gulfport Police Department**_____

Signature: _____ Date: 9/7/2022

Name: **Billy Hewes**

Title: **Mayor, City of Gulfport**

APPENDIX A – SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT'S LInX MEMORANDUM OF UNDERSTANDING

PURPOSE. This document effects the joining by the

City of Gulfport Police Department

in the MEMORANDUM OF UNDERSTANDING AMONG THE NAVAL CRIMINAL INVESTIGATIVE SERVICE AND PARTICIPATING FEDERAL, STATE, AND LOCAL AGENCIES FOR AN INFORMATION SHARING INITIATIVE KNOWN AS THE SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT'S LAW ENFORCEMENT INFORMATION EXCHANGE (LInX).

AUTHORITY. Authority for the Joining Party to enter into this MOU includes:
N/A

AGREEMENT. The Joining Party agrees to abide by all provisions and assume all obligations and responsibilities of the MOU, including any formal changes and any administrative, technical, and operational resolutions in effect at the time of execution (as to which the Joining Party acknowledges being provided copies or other adequate notice). In return, the Joining Party shall also be considered a party and shall have the same rights and privileges as the original parties.

POINT OF CONTACT. The Joining Party's POC is:

Name and Title: **Det. Sgt. Mitchell Ashby**
Office Phone: **228.868.5920** Cell: **601.543.8643** Fax: **228.868.5922**
Address: **2220 15th Street Gulfport MS 39501**
Email/Other: **mashby@gulfport-ms.gov**

COSTS. Unless otherwise agreed in writing, the Joining Party shall bear its own costs in relation to the MOU.

EFFECTIVE DATE/DURATION/TERMINATION. This document shall take effect when completed and signed by the Joining Party's duly authorized representative and countersigned by the representatives of the Southeast Law Enforcement Alliance Project's Governance Board authorized to do so under the LInX governance procedures applicable at the time of joining. Thereafter, duration and termination of the Joining Party's participation in the MOU shall be as provided in the MOU.

FOR THE JOINING PARTY:
Signature: _____ Date: AUG 15 2022
Name **Adam Cooper**
Title and Agency: **Chief of Police Gulfport Police Department**

FOR THE SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT'S LAW ENFORCEMENT INFORMATION EXCHANGE (LInX):

Signature: _____ Date: _____
Name: _____
Title and Agency: _____

Signature: _____ Date: _____
Name: _____
Title and Agency: _____

Southeast
Law Enforcement Information Exchange

Law enforcement agencies are enhancing their effort against crime and terrorism by sharing critical information maintained in their records management systems with the Law Enforcement Information Exchange (LInX), a data warehouse initiative of the U.S. Naval Criminal Investigative Service (NCIS). LInX enables near real-time sharing of local, state and Federal law enforcement data with a single query.

WHAT IS THE BENEFIT TO LOCAL & STATE LAW ENFORCEMENT?

- View records contributed by numerous agencies in multiple jurisdictions
- Generate significant leads in a timely manner
- Leverage information already obtained by law enforcement
- Connect the dots in an effort to disrupt the activities of known criminals
- Encourage collaborative efforts and regional crime reduction strategies
- Increase officer and citizen safety by increasing situational awareness

LInX CAN:

- ✓ Make a large amount of data available in seconds
- ✓ Generate investigative leads
- ✓ Identify previously unknown relationships and associates in persons of interest
- ✓ Provide multi-agency results from one structured query
- ✓ Produce information from "Free Text Searches" that is contained in incident report narratives, written case reports, and field interviews and CAD incidents that are stored in the LInX data warehouse.

- **Watch List:** Allows users to establish a reoccurring query of a specific item of interest (person, vehicle, property, phone number) and get notified when a new record containing the item of interest is loaded into LInX
- **Person Summary:** Detailed summary of information about a person, associates, incidents, telephone numbers, vehicles, etc. that are contained in LInX
- **Batch Queries:** ability to run queries from a spreadsheet

Southeast LInX Region Includes: NE Fla. and Panhandle, Tampa Bay Region, Georgia and Alabama
334 Agencies within SE LInX and 269 Contribute data as of Sept 2021, with more agencies joining soon!

Data is shared among 15 Regional LInX and D-DEx systems and 5 additional partner systems with more than 7050 agencies represented in LInX nationally

Southeast LInX users can query Federal partners and LInX regions across the U.S. as well as NDEx (the FBI's record system) and The Department of Defense law enforcement which provides records world-wide!

Federal Partners Include: ATF, DEA, Federal Bureau of Prisons, FBI, US Marshals Services, US Capitol PD, US Secret Service

Department of Defense includes:

NAVY NCIS/Master at Arms
MARINE CORPS Military Police
AIR FORCE Security Forces/OSI
ARMY Military Police/CID
Defense Logistics Agency Office of Public Safety
United States Coast Guard Investigative Services
Defense Intelligence Agency Police
Defense Criminal Investigative Service
Pentagon Force Protection/Pentagon Police
National Security Agency Police
National Geospatial-Intelligence Agency Police

LInX Contacts:

Frances Dunlap
Southeast LInX Program Manager
Peraton
Tel: 904-940-9430
Cell: 904-738-5651
frances.dunlap@peraton.com

Amos Gainey
Southeast LInX Trainer
FL Dept. of Law Enforcement (FDLE)
Tel: 904-805-2251
AmosGainey@fdle.state.fl.us

Justin Hill
D-DEx/LInX Branch Chief
Naval Criminal Investigative Service (NCIS)
Directorate of Intelligence and Information Sharing
Tel: 904-707-8945
Justin.Hill@ncis.navy.mil

Rev 06/2021

NAVAL CRIMINAL INVESTIGATIVE SERVICE

Law Enforcement Information Exchange

2021 ANNUAL REPORT

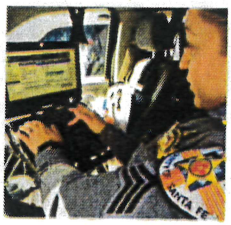


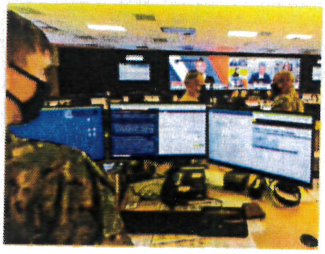
On behalf of our entire team, welcome to the 2021 LInX Annual Report. As we continue to navigate the pandemic and so many other challenges, we are proud to be your partners in law enforcement data sharing. These pages contain important updates as LInX continues to provide a critical investigative resource. Our mission is to prevent, stop, and solve crimes by sharing information while safeguarding our communities, our personnel, and the rights of all. We are pleased to report that the LInX / D-DEx partnership remains strong and a new LInX version has added even more tools for both operations and administration. The Naval Criminal Investigative Service (NCIS) remains committed to maintaining the overall LInX and D-DEx programs and building on relationships with other information sharing systems to give you access to the information you need.

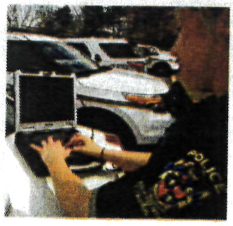
Kris A. Peterson, MFS
Division Chief/Special Agent, NCIS







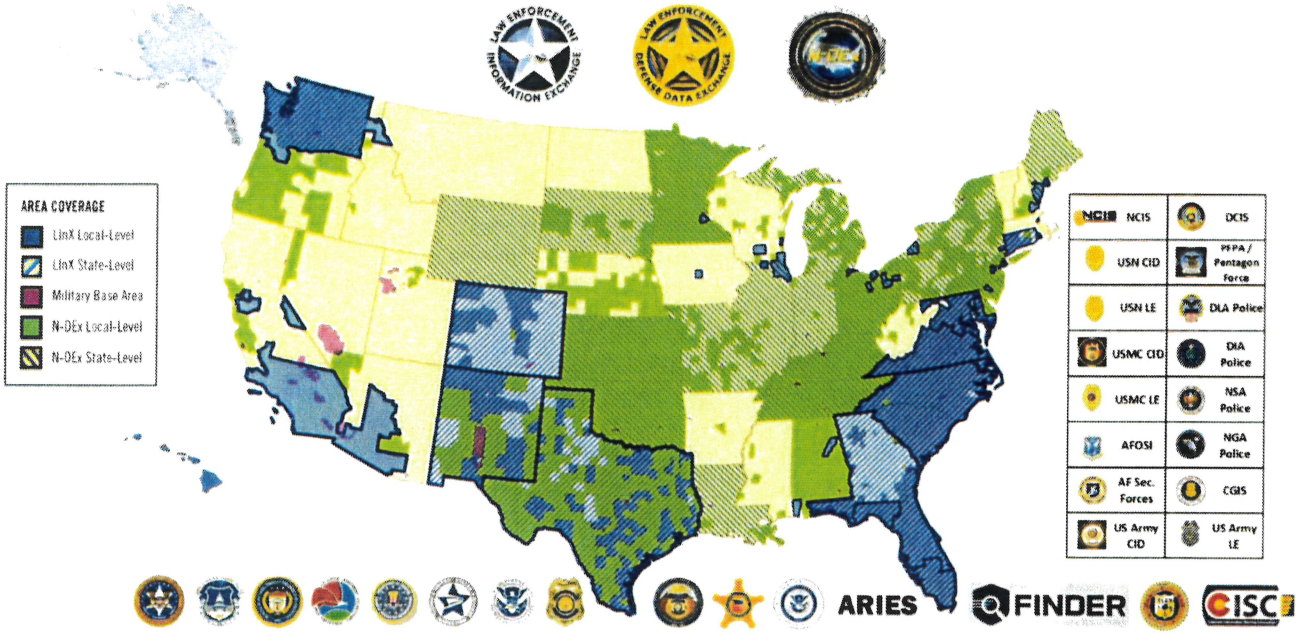






PREVENT, STOP, AND SOLVE CRIMES BY SHARING INFORMATION

LInX / D-DEx / N-DEx COMPOSITE
OCTOBER 2021



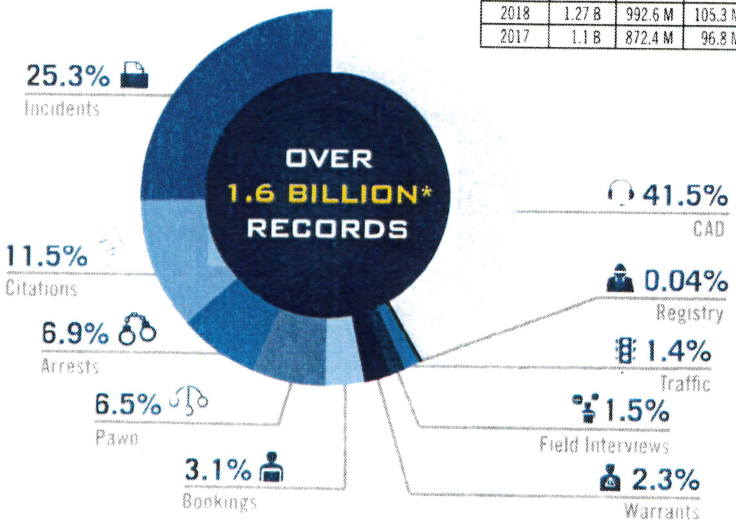
LInX USAGE

There are currently over 43,000 active users from the 15 LInX / D-DEx Regions. In the last year, these users ran about 125 million queries. While the number of users and member agencies stayed steady over the last year, we have seen continued increases in the use of LInX across all of the regions. Many success stories continue to be submitted showing the innovative ways LInX is being used to protect lives, solve crimes, and save time and resources. While only a few of these success stories are highlighted in this report, there are many more on the LInX home page. These successes are an important part of our funding determinations.

Under the LInX information sharing model, each region establishes a LInX Governance Board and member agencies contribute information from their individual law enforcement records management systems. Using a standard web browser, the LInX system provides secure access to data provided by the participating county, municipal, state, and federal law enforcement agencies. The combined law enforcement data is integrated into LInX on a daily basis and provides information about incidents across all of the jurisdictions. Among the 15 LInX / D-DEx Regions, there are over 1.63 BILLION records being shared. The ring chart below outlines what types of law enforcement data is shared among the LInX member agencies.

DATA BY EVENT TYPE IN LInX / D-DEx

Year	Records	Narratives	Mugshots
2021	1.63 B*	1.29 B	121.5 M
2020	1.53 B	1.21 B	115.1 M
2019	1.39 B	1.08 B	111.7 M
2018	1.27 B	992.6 M	105.3 M
2017	1.1 B	872.4 M	96.8 M



LInX SUCCESS

OFFICER SAFETY: Delaware Data Helps Elkton, MD Police Identify a Violent History of a Suspect

The Elkton (MD) Police Department searched LInX for a suspect, which yielded an extensive history of violent behavior, including fleeing and ramming police cars. This information helped them plan appropriately to apprehend him. Data from several Delaware agencies, available through our partnership with the FBI's National Data Exchange (N-DEx) system was used in this case.

The Backbone of LInX: Information Sharing is an Important Requirement for Law Enforcement Records Management Systems (RMS)

By Catherine A. Miller, NCR-LInX Program Manager, Montgomery County, MD Police Department

Mission Critical Systems

Public Safety Records Management Systems (RMS) are mission critical and every law enforcement agency uses and relies on them. For member agencies, a copy of their RMS data goes into a LInX data warehouse for sharing with other member agencies and partner systems. There are many LInX member agencies who upgrade or change their RMS, and information sharing is an important piece to keep in mind during these changes.

Where Should You Start When Looking to Upgrade or Purchase a New RMS?

Did you know a task force of fellow practitioners and industry partners teamed together to update previously written RMS Standards? Formed in May 2019, the task force worked to assess and revise existing RMS standards and the resulting document was developed with the intent of achieving the following goals:



- promote information sharing and best practices;
- provide a starting point for law enforcement agencies to use when developing RMS requests for proposals (RFP); and
- streamline the process and lower the cost of implementing and maintaining an RMS.

The Task Force, a joint effort of the International Association of Chiefs of Police (IACP) Criminal Justice Information Systems (CJIS) Committee and the IJIS Institute Law Enforcement Advisory Committee (LEAC), highlighted areas where the document is still relevant and areas that need significant rework and improvement. Care was taken to address compatibility with NCS-X/NIBRS, information sharing, cloud hosted environments, digital evidence, and the movement of responsibility of capabilities to other platforms (i.e. citations to courts systems).

LInX SUCCESS

US Marshals Service Helps Savannah, GA Police Identify an Aggravated Assault and Kidnapping Suspect



In May 2021, six-week-old twins were kidnapped after the suspect shot the mother and fled. A local USMS Analyst immediately offered assistance. Provided with a phone number and a possible partial name from a fake social media page, the analyst ran the information through LInX and was able to identify the suspect within ten minutes. The analyst also identified a report from eight days prior when the suspect had filed as a complainant, which gave a current address for her. Using LInX, combined with other resources, the team quickly located and safely recovered the twins, and arrested the suspects.

LInX SUCCESS

NCIS Miramar, CA investigated a Marine's overdose on fentanyl. In searching LInX / D-DEx, an NCIS Analyst was able to identify crucial criminal intelligence from both federal (USPIS) and local law enforcement (San Diego Sheriff's Department) records, allowing NCIS to both coordinate and de-conflict with those agencies. NCIS continued to use the systems extensively throughout the case resulting in an affiliate being arrested at the border and the seizure of many pounds of narcotics. The system searches continued to aid the investigation from real-time support to surveillance. As a result, NCIS obtained a search warrant, and NCIS REACT executed a safe and successful arrest.

How Does this Relate to My Agency's Connection to LInX?

For most LInX member agencies, the initial data integration from your agency's system to LInX was covered under grant, state, or Naval Criminal Investigative Service (NCIS) funds. Funding to keep the LInX and D-DEx systems operational is generally covered by NCIS/DoD.

What Do I Do If I'm Upgrading or Changing Our CAD/RMS?

If your agency changes systems that are connected to LInX, it will be important to include the requirements in your RFP process. Either your agency or the new system vendor will need to ensure that the LInX integrator cost is part of your overall implementation cost. For most standard CAD/RMS vendors the cost to connect to LInX is minimal.

How Do I Get a Copy of the Full RMS Standards Document?

If your agency is in the process of looking to upgrade or replace your RMS, please make use of this important document and don't forget to include information sharing as a requirement for your next system. ***Just click on either the IACP or the IJIS Institute Logo to hyperlink to the full document.***

LInX SUCCESS

US Army Law enforcement from two separate bases were investigating thefts of brass spanning seven (7) years. During one investigation, a fingerprint was recovered leading to a suspect. The suspect was run in LInX / D-DEx and pawn records discovered there chronicled his sales of stolen materials through scrappers for years. From that information, they were able to obtain video of the suspect selling items at a scrap yard. Military Police Investigators (MPI) put the case together and the suspect was arrested by the USMS.

LINX / D-DEX CHANGES

Release v6.3 was deployed to all LInX / D-DEx Regions in September 2021 with multiple enhancements that continue to improve the system functionality and experience for users and administrators including:

- ability to expand or collapse data via a 'show all' or 'show less' option when there are more than three Addresses, Aliases, Email Addresses, Phones, and Scars, Marks, Tattoo fields on the Person Tab;
- more data results are now hyperlinked allowing users to quickly run one of these searches directly;
- event reported time, start time, and end time are now displayed on the Incident Tab and Event Report;
- age filter now includes standard ranges;
- mobile version search screen is available in night mode;
- the number of users returned on a search of the User Directory increased, and includes several increments, from 15 to All;
- on the Administrator side, the number of users returned on a Find/Edit User and Audit Log search increased from 15 per page to All;
- ability for Data Administrators to manually remove multiple records at one time; and
- the new Regional Usage Report for Data Administrators provides statistics by agency on usage and data types shared for all participating agencies in the Administrator's Region.

BATCH QUERY CAPABILITIES

Batch queries can be used for structured searches on:

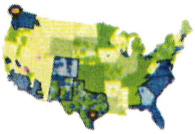
Names with DOBs | Vehicles | Addresses | Phone Numbers | Social Security Numbers | Serial Numbers

20
Number of batch queries a user can save/complete at one time.

500
Number of search terms each batch query can contain.

One of the most highly anticipated features in this release is the Batch Query capability. This feature enables users to create one search, either by manually entering data or uploading a spreadsheet. The searches will be scheduled to run overnight as part of one search. As investigations generate larger amounts of electronic data, this feature will save users a significant amount of time from searching each item individually. Training materials for this feature are now available and access is managed at the Program Management Office level.

LINX SUCCESS



Data in LInX Helps Police Identify a Wanted Subject

During a traffic stop, a subject gave Corpus Christi (TX) Police officers a false name, date of birth, and social. The subject advised he was from Washington State and had not been in their jurisdiction for too long. After getting no information through local and state databases, the information he provided was run through LInX. Officers were able to determine that the name the subject provided was an alias in which he had also attempted to use during a police contact in Washington. They found the subject's real name and that he had an active warrant from the Washington Dept. of Corrections for an escape from custody. His original charge was related to a drive-by shooting. A mugshot also located in LInX helped verify the subject's identity. The agency noted that had it not been for LInX data, it would have been incredibly challenging to identify the subject as there were no records under his alias in their jurisdiction.

MEMBER SUPPORT & PARTNERSHIPS

Support from LInX member agencies to increase data contribution and recruit new member agencies continues to be an important part of our success. The Department of Defense law enforcement agencies utilize the D-DEx Region, which has seen a significant growth in data contribution as agencies modernized their report writing, resulting in access to more DoD law enforcement records for our local, state, and federal partners. While our federal member agencies access LInX through the LInX Federal region, many still serve as partners on local LInX Regional Governance Boards, continuing partnerships that date back to the beginning of LInX and strengthening data sharing with federal agencies. Several of our federal partners share their data via the FBI's National Data Exchange system (N-DEx), with a few sharing directly with LInX. Users can query the N-DEx records as a neighborhood within the LInX interface or through direct trusted access via the N-DEx portal. The LInX and N-DEx program management teams continue to collaborate on technical and policy related matters. This decade long partnership remains focused on the enhancement of data sharing for both the N-DEx and LInX user communities. Open discussion on system capabilities, use of data, and strategic goals resulted in near-term plans to increase the amount of LInX data shared with N-DEx, along with technical options to improve data display and accuracy in LInX.

Law Enforcement Information Exchange

Check out the NCIS LInX/D-DEx Website at: **WWW.NCIS.NAVY.MIL/Mission/Partnership-Initiatives/LInX-D-Dex**

Contact us at: **NCISLINX-DDEX@NCIS.NAVY.MIL**

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 submit projects for grants in the Mississippi Municipality & County Water Infrastructure Grant Program. This agreement provides professional services for preparation of Mississippi Municipality & County Water Infrastructure Grant Program Submittals. These services will consist of updating project information including cost estimates for up to 9 projects and developing information and cost estimates on up to 4 new projects. All work will be complete by the close of business on Friday September 30, 2022.

(hereinafter called the Project) described in Exhibit "A". The individual projects as shown in Exhibit "C". The submittals will consider the MCWI Grant Program Scoring System in Exhibit "D". The projects submittal will also include answering the questions shown in Exhibit "E".

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 $8,972.00 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 7th day of September, 2022.

CONSULTANT

By: Robert K. Riemann

Engineering Xcellence with Kris Riemann & Associates, PLLC

Date: 9-1-22

CLIENT

By: Billy Hewes

Mayor Billy Hewes - City of Gulfport

Date: 9-7-2022

EXHIBIT "A" ---- PROJECT and SCOPE OF WORK

Project

This agreement provides professional services for preparation of Mississippi Municipality & County Water Infrastructure Grant Program Submittals. These services will consist of updating project information including cost estimates for up to 9 projects and developing information and cost estimates on up to 4 new projects. All work will be complete by the close of business on Friday September 30, 2022. Some projects are shown in Exhibit "C".

SCOPE OF SERVICES

PHASE 1 – Preparation and Submittal Phase

The primary goal of the Preparation and Submittal Phase is to identify the projects with direction from the Director of Public Works and Engineering. Prepare the necessary packages for submittal of the project for the Grant taking into consideration the MCWI Grant Program Scoring System shown in Exhibit "D" and answering the questions in Exhibit "E".

- Assemble maps, aerial photography and previous topographic information for each project as necessary

- Conduct field review of existing improvements and video documentation of project.
- Prepare schematic layout of the project.
- Prepare Preliminary Opinion of Probable Costs based on schematic layout.
- Conduct meeting(s) with Owner to discuss the projects

Total for Investigation Phase - $8,972.00

RECAPITULATION OF COSTS

Phase	Description	Cost
1	Preparation and Submittal Phase	8,972.00
	Total	**8,972.00**

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
Preparation and Submittal Phase	Completed by September 30, 2022

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 $8,972.00 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 **$8,972.00** (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
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

ENGINEERING XCELLENCE
WITH KRIS RIEMANN & ASSOCIATES, PLLC

ENGINEERING FEES
STANDARD HOURLY RATES SCHEDULE
Established: March 1, 2021

Position/Labor Classification	Billing Rate
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" ---- LIST OF PROJECTS

Memorandum – City of Gulfport

PUBLIC WORKS & ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant to the City Engineer
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering WEM

Date: August 24, 2022

Re: **Request Permission to Apply for the Mississippi Municipality & County Water Infrastructure Grant Program (MCWI)**

Below for your consideration are the nine (9) projects with brief descriptions for the Mississippi Municipality & County Water Infrastructure Grant Program (MCWI) submittal.

1. **North Gulfport WWTP Sand Filters $11M**
The North Gulfport WWTP utilizes a sand filter and anthracite system for removal of suspended solids from the effluent. The existing filtration system has remained in continuous operation for over 20 years and is nearing the end of its useful life as indicated by persistent need for significant repairs during recent years. The existing system is currently operating at 85% of its average design capacity. The current condition of the filtration system dictates the need for complete replacement of the filtration system.

2. **North Gulfport WWTP Headworks $11.4M**
This project will increase the size and improve the existing headworks to allow for more capacity as we start to transfer flow from the South Gulfport WWTP to the North Gulfport WWTP.

3. **South Gulfport WWTP to North Gulfport WWTP Force Main $10M**
This project will install a double 36" sewer forcemain from the South Gulfport WWTP to the North Gulfport WWTP. This is part of the overall plan to transform the South Gulfport WWTP into a large pump station and move all flow to the North Gulfport WWTP. The length of this proposed project is around 5,700 linear feet. A bore under Gulfport Lake will be required.

4. **Flatbranch Pump Station (River Hills) $6M**
This proposed project will divert approximately 2 MGD of sewer to the River Hills WWTP in Saucier that would otherwise end up in the North Gulfport WWTP. This diversion will free up capacity in the North Gulfport WWTP allowing for future development.

5. **North Gulfport WWTP UV $4.22M**
The North Gulfport WWTP utilizes an ultraviolet (UV) system for disinfection of the liquid stream prior to discharge. The existing UV system has remained in continuous operation for over 20 years and is nearing the end of its useful life as indicated by persistent need for significant repairs during recent years. The current system is one of the earliest design versions that will not allow the system to be upgraded with the electronic ballast that has been around for over 10 years. There are issues with the automation of the unit which now forces the system to operate at full capacity continuously, thus resulting in excessive electrical usage resulting in higher power costs. UV technology has advanced significantly since the original installation, thereby rendering the existing system obsolete due to energy inefficiency.

6. **Lift Station Rehab $4M**
This project will allow us to divert some lift stations that flow to the South Gulfport WWTP to the North Gulfport WWTP after the Flatbranch Pump Station (River Hills) and the Debuys Road Force Main Projects are complete.

7. **Canal Road Water Main Connector $1.2M**
This proposed project will connect the existing 12" Harrison County Utility Authority "HCUA" water main on Hwy 53 to the existing 8" City of Gulfport water main that is located just east of Canal Road on John Clark Road. With the proposed development in the area this will provided the needed water service. This will also assist the City of Gulfport with water capacity at it will provide a fourth connection to the HCUA water system.

8. **Debuys Road Force Main $500K**
This proposed project will divert approximately 1 MGD to the West Biloxi WWTP "Waste Water Treatment Plant" that would otherwise end up in the North Gulfport WWTP. Currently, there are two breaks in the existing sewer main that will need to be repaired for this diversion.

9. **MIMA Paving Infrastructure $3M**
This have been funded to use for infrastructure repairs dealing with MIMA Paving.

I recommend approval of the grant submittal.

Attachment: 1. Resolution – Mississippi Municipality & County Water Infrastructure Grant Program (MCWI)

EXHIBIT "D" ---- MCWI GRANT PROGRAM SCORING SYSTEM

MCWI GRANT PROGRAM SCORING SYSTEM

Revised August 17, 2022 (para. 2.a and 3.i.iii)

The Mississippi Department of Environmental Quality (Department) has developed a scoring system based on the twelve factors set forth in the "Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022" (MCWI) and as more fully discussed below. Each factor is assigned a maximum point value with some of the factors having partial points awarded for sub-factors. If a factor does not include any sub-factors, the points assigned for that factor are all the points indicated or zero points. A total of 100 points may be awarded to an application.

1. What is the applicant's ability to comply with the deadlines specified by the rules and guidelines of the U.S. Department of Treasury for American Rescue Plan Act (ARPA) funds? To earn points under this factor, an application must clearly show that the applicant can begin construction of the proposed project and complete construction in a timely manner, including requesting and disbursing all related funds, prior to the ARPA/MCWI funds availability deadline of December 31, 2026. A maximum of **24 points** may be awarded for this factor.

   a. Does the application include a proposed schedule and construction contract period, which ensures that construction is completed, and all related costs are requested and disbursed prior to the ARPA/MCWI funds availability deadline, which is December 31, 2026? **10 points** *AND*

   b. Does the application include 1) completed plans/specifications/contract documents with agency approvals, 2) documentation confirming that all applicable permits, if required, have been obtained; and 3) documentation that the Project is ready to begin construction within six (6) months? **10 points** *OR*

   c. Does the application include 1) completed plans/specifications/contract documents with agency approvals, 2) documentation confirming that all applicable permits, if required, have been obtained; and 3) documentation that the Project has already started construction? **14 points**

2. What is the proposed project's impact on disadvantaged and overburdened communities? To earn points under this factor, the scoring system will evaluate population trend(s), median household income, unemployment rates, and water and sewer rates. A maximum of **24 points** may be awarded for this factor.

   a. Did the population of the applicant's service area decrease within a five-year timeframe? For municipalities and counties, this five-year timeframe ends with the latest 5-year American Community Survey (ACS) as compiled by the United States Census Bureau and starts with the 5-year ACS from five years prior? **2 points**

b. Is the median household income for the applicant's service area less than 30% of the state median household income? $0.00-$13,953.30 **18 points**

c. Is the median household income for the applicant's service area between 30% and 40 % of the state median household income?
$13,953.31-$18,604.40 **15 points**

d. Is the median household income for the applicant's service area between 40% and 50% of the state median household income?
$18,604.41-$23,255.50 **12 points**

e. Is the median household income for the applicant's service area between 50% and 65% of the state median household income?
$23,255.51-$30,232.15 **9 points**

f. Is the median household income for the applicant's service area between 65% and 80% of the state median household income?
$30,232.16-$37,128.80 **6 points**

g. Is the median household income for the applicant's service area between 80% and 100 % of the state median household income?
$37,128.81-$46,511.00 **3 points**

h. Is the unemployment rate for the applicant's service area greater than the state unemployment rate? **2 points**

i. Is the annual residential water and sewer bill for the applicant's service area greater than 2% of the median household income for the applicant's service area? **2 points**

3. What category or type of project does the applicant propose – wastewater, drinking water, or stormwater project? The project category selected will receive a set score based on the proposed project's impacts to the environment and/or public health. Applications with more than one category of infrastructure project will only be scored on the primary category. Applicants will identify the primary category on the application.

Wastewater

a. The following proposed wastewater projects will receive **15 points.** To earn these points under this wastewater category, an applicant must clearly show:

   i. The proposed project corrects raw discharge in communities that have sewage collection systems but no treatment facilities;

   ii. The proposed project upgrades existing facilities that are not meeting final permit limits. The scope of these projects may include only the upgrade, expansion, replacement, rehabilitation, and repair (including infiltration/inflow removal) of existing wastewater transportation and

treatment facilities, or drinking water sludge discharge treatment facilities, necessary to bring the existing treatment facility into compliance with final effluent limitations, or to eliminate existing facilities not meeting final limits; or

iii. The proposed project eliminates wastewater overflow and sewer system bypass. The scope of these projects may include only the replacement, rehabilitation, and/or repair of existing transportation facilities for a 2-year, 24-hour rainfall event. To be eligible for this category, the bypasses and/or overflows documented in the application must have been reported by the deadline for the submission of the application to the Department.

b. The following proposed wastewater projects will receive **10 points**. To earn these points under this wastewater category, an applicant must clearly show:

i. The proposed project constructs eligible sewers and treatment facilities for existing (at the time of facilities plan submittal) residences, businesses and public buildings; or

ii. The proposed project upgrades existing facilities that are meeting final permit limits. Included within the scope of these projects may be the upgrade, expansion, replacement, rehabilitation, and repair of existing wastewater treatment and transportation facilities, including the removal of infiltration/inflow. The scope of these projects may not include the construction of new wastewater treatment or transportation facilities if none now exists.

c. The following proposed wastewater projects will receive **5 points.** To earn points under this wastewater category, an applicant must clearly show:

i. The proposed project develops new facilities. These projects may include the expansion or upgrade of existing wastewater treatment and transportation facilities and the construction of new wastewater treatment and transportation facilities to accommodate future growth within the design flow for the planning area to be served. Transportation facilities may include interceptors, pump stations, force mains, and collector lines; or

ii. The proposed project constructs industrial wastewater treatment and wastewater transportation facilities at an industrial area owned by an applicant.

Drinking Water

d. The following proposed drinking water projects will receive **15 points**. To earn points under this drinking water category, an applicant must show:

i. The proposed project facilitates compliance with primary drinking water standards. To qualify for this category, projects must correct deficiencies

resulting in non-compliance with the primary drinking water standards. Depending on the nature of the project, additional treatment requirements may be necessary as part of the proposed project;

ii. The proposed projects must provide additional water supply to "one well" systems that do not have a backup well or a Mississippi State Department of Health approved emergency tie-in to another system to ensure safe drinking water and protect the health of the existing population. Depending on the nature of the project, additional treatment requirements may be necessary as part of the proposed project;

iii. The proposed project rehabilitates dams and reservoirs, provided that the primary purpose of the dam or reservoir is for drinking water supply and the project is necessary for the provision of drinking water;

iv. The proposed project corrects documented pressure deficiencies that result in existing systems routinely failing to maintain minimum acceptable dynamic pressure;

v. The proposed project replaces the full-length of lead service lines; or

vi. The proposed project rehabilitates private drinking water wells, implement testing initiatives to identify contaminants in private wells, and implement treatment activities and remediation projects that address contamination in private wells that meet other federal requirements.

e. The following proposed drinking water projects will receive **10 points**. To earn points under this drinking water category, an applicant must clearly show:

i. The proposed project protects source water, such as projects to manage and/or prevent potential sources of contaminants/pollutants from reaching sources of drinking water. The potential contaminants/pollutants and source water protection areas must have been identified in the public water systems Source Water Assessment Plan Report prepared by the Department. If the public water system has not received its Source Water Protection Assessment Plan Report or has documentation that may change the Report, the applicant shall provide suitable documentation of potential sources of contaminants/pollutants that is acceptable to the Department;

ii. The proposed project either expands existing system capacity or constructs a new drinking water system to ensure safe drinking water (source, treatment and/or distribution) to serve existing residences/businesses in currently unserved areas; or

iii. The proposed project provides additional supply to systems with insufficient back-up water supply sources to ensure safe drinking water. At a minimum, a system using ground water should be able to lose any one of

the wells supplying the system and still maintain minimum acceptable dynamic pressure throughout the entire system.

f. The following proposed drinking water projects will receive **5 points.** To earn points under this drinking water category, an applicant must clearly show:

   i. The proposed project rehabilitates, replaces, protects or upgrades deteriorated, worn, aged or obsolete equipment, facilities, etc., to assure continued, dependable operation of water systems where such systems are already meeting Primary Drinking Water Standards. Depending on the nature of the project, additional treatment requirements may be necessary as part of the proposed project;

   ii. The proposed project either rehabilitates existing fluoride treatment facilities at well or treatment plant sites or adds new facilities to existing well or treatment plants;

   iii. The proposed project provides treatment that brings systems into compliance with Secondary Drinking Water Regulations. Depending on the nature of the project, additional treatment requirements may be necessary as part of the proposed project; or

   iv. The proposed project consolidates separate systems into a single system for purposes other than those set out above in sections 3.d. and 3.e.

Stormwater

g. The following proposed stormwater projects will receive **15 points.** To earn points under this stormwater category, an applicant must clearly show:

   i. The proposed project addresses non-point and stormwater pollution correction projects, which may include program costs, conservation easements, sedimentation basins, levees, canals and other structures for the purpose of correcting non-point and stormwater sources of pollution; or

   ii. The proposed project addresses stormwater subsurface drainage and water management, reduction, treatment or recapture of stormwater.

h. The following proposed stormwater projects will receive **10 points.** To earn points under this stormwater category, an applicant must clearly show:

   i. The proposed project implements green infrastructure, which may include a range of measures that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, stormwater harvest or reuse, or landscaping to store, infiltrate, or evapotranspirate stormwater and reduce flows to sewer systems or to surface waters; or

ii. The proposed project implements nonpoint source management plan, National Estuary Program Comprehensive Conservation and Management Plan, or a stormwater management plan with the goal of providing a water quality benefit.

i. The following proposed stormwater projects will receive **5 points**. To earn points under this stormwater category, an applicant must clearly show:

i. The proposed project manages gray infrastructure stormwater, including piping, storage and treatment; or

ii. The proposed project is for culverts and other road-stream crossings for stormwater management, which includes repair, replacement, or removal of culverts and other road-stream crossing infrastructure the purpose of which is to manage stormwater; or,

iii. The proposed project is for additional types of necessary stormwater infrastructure.

4. How many people and how many communities are served by the proposed project? A maximum of **10 points** may be awarded for this factor.

a. Does the proposed project serve a population greater than 10,000? **5 points**.

b. Does the proposed project serve a population between 10,000 and 3,301? **4 points.**

c. Does the proposed project serve a population between 3,301 and 501? **3 points.**

d. Does the proposed project serve a population less than 500? **2 points**.

e. Does the proposed project serve multiple communities within the applicant's service area? **1 point**

f. Does the proposed project serve more than 75% of the applicant's service area? **4 points**.

g. Does the proposed project serve between 75% and 50% of the applicant's service area? **3 points**.

h. Does the proposed project serve between 50% and 25% of the applicant's service area? **2 points**.

5. Does the application include documentation of long-term plans for the operation and maintenance of the proposed project? To earn points for this factor, the documentation must include a certification that the applicant has already developed an

Asset Management, Fiscal Sustainability, or similar plan. A total of **4 Points** may be awarded for this factor.

6. Does the proposed project serve more than one political subdivision? A total of 4 points may be awarded for this factor.

   a. Does the application include documentation which clearly demonstrates the proposed project benefit more than four political subdivisions? **4 points**

   b. Does the application include documentation which clearly demonstrates the proposed project benefit four political subdivisions? **3 points**

   c. Does the application include documentation which clearly demonstrates the proposed project benefit three political subdivisions? **2 points**

   d. Does the application include documentation which clearly demonstrates the proposed project benefit two political subdivisions? **1 point**

7. Does the application include documentation which clearly demonstrates that the proposed project will enhance public service infrastructure, including transportation and emergency access? A total of **4 points** may be awarded for this factor.

8. Does the application include documentation which clearly supports that the proposed project addresses noncompliance with state and federal laws and regulations? A total of **4 points** may be awarded for this factor.

9. Does the application include documentation which clearly supports that the proposed project promotes economic development in the community/service area? A total of **4 points** may be awarded for this factor.

10. Does the application include documentation which clearly demonstrates the applicant's prior efforts to secure funding to address the objectives of the proposed project? A total of **4 points** may be awarded for this factor.

    a. Does the application include documentation of prior efforts to secure funding on or after March 2021, whether partially successful or unsuccessful? **4 points**

    b. Does the application include documentation of prior efforts to secure funding before March 2021, whether partially successful or unsuccessful? **2 points**

11. Does the application include documentation which clearly supports the applicant's commitment to contribute other non-ARPA funds or in-kind cost-sharing for a portion of the total project cost? A total of **2 points** may be awarded for this factor.

12. Does the application include documentation which clearly demonstrates that the proposed project is on the applicable municipal or county engineer's approved list? A total of **1 point** may be awarded for this factor.

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EXHIBIT "E" ---- MCWI LIST OF QUESTIONS

Updated 07/25/2022

MISSISSIPPI MUNICIPALITY & COUNTY WATER INFRASTRUCTURE GRANT PROGRAM (MCWI) PORTAL INFORMATION SUBMISSION CHECK LIST – DRAFT

***Users should note that this document is intended to provide knowledge of the questions that will likely be asked in the application portal. This document may potentially be updated as warranted by MDEQ prior to the Application Portal release date.*

General Information:

1. Provide the official name of applicant's municipality, county, or public utility.
2. Provide a short project name that captures the nature of the project.
3. Provide the contact information, including name, title, phone number, and email address, of applicant, an authorized representative, a secondary authorized representative, and applicant's engineer (if engaged at the time of application).
4. List the county or counties in which the project will be located.
5. Upload a copy of the board or council resolution which authorizes the submission of the application and designates the authorized representative(s) to act on behalf of the applicant in an official capacity.
6. Provide the applicant's Unique Entity Identifier (UEI) number. (As of April 4, 2022, all applicants will be expected to provide an UEI. If the applicant has a DUNS number or is registered with SAM.GOV, then the applicant has been assigned a UEI).
7. Provide the applicant's federal Tax ID Number.
8. Upload proof of registration with Mississippi 811.
9. Provide the applicant's MAGIC Vendor Number.
10. Upload documentation of the applicant's tax-exempt status under either federal or State law.
11. Upload a completed Internal Revenue Service Form W-9.
12. Provide the population of the applicant's political boundary or service area taken from the sources listed in the MCWI Grant Program regulations.
13. Provide the population of the applicant's political boundary or service area from five years prior to the source used in Item 12 taken from the sources listed in the MCWI Grant Program regulations. For example, if applicant is a public utility using the number of customers served as of July 1, 2022, to respond to Item 12, then the public utility should use the number of customers served as of July 1, 2017, to respond to Item 13.
14. Provide the median household income of the population served by the applicant taken from the sources listed in the MCWI Grant Program regulations.
15. Provide the unemployment rate of the population served by the applicant taken from the sources listed in the MCWI Grant Program regulations.
16. Provide the amount of the average annual residential water and sewer bill for the residents served by the applicant.
17. MCWI Grant Program funds are only available to Mississippi municipalities, counties, and public utilities not regulated by the Public Service Commission who provide matching ARPA Coronavirus Local Fiscal Recovery Funds (LFRF).

Select the statement that best describes the eligible applicant:

- Applicant is a municipality that received a total ARPA LFRF allocation from the US Treasury less than $1,000,000.00.
- Applicant is a municipality that received a total ARPA LFRF allocation from the US Treasury equal to or more than $1,000,000.00.
- Applicant is a public utility not regulated by the Public Service Commission. Upload a statement from the applicant's authorized representative and applicant's legal counsel certifying the applicant meets the definition of a public utility not regulated by the Public Service Commission as provided in the MCWI Grant Program regulations.
- Applicant is a county.
- Applicant is a municipality pooling its ARPA LFRF with another municipality.

18. Has the applicant received a transfer or will receive a transfer of ARPA LFRF from a county or municipality? If yes, provide the source and amount of the funds and upload documentation of transfer.
19. Has the applicant received its full ARPA LFRF allocation at the time of application submission?
20. Provide the total ARPA LFRF allocation received by the applicant. For pooled funds, only include the ARPA LFRF allocation received by the applicant. The funds being transferred to the applicant are to be reported under Item 18 above.

Project Information:

21. Provide a detailed scope of work for the project including issues to be resolved, goals, objectives, and performance metrics.
22. Select the primary purpose of the project: wastewater, drinking water, stormwater. If the project consists of multiple types, ensure the multiple types are clearly described in the scope of work provided in response to Item 21 above.
23. Select the type of wastewater project (more than one may apply) (complete descriptions of these types of projects will be provided in the Portal):
    - Raw Discharge Correction
    - Existing Facilities Upgrades (not meeting final limits)
    - WW Overflows/SSOs/Bypass Elimination
    - New Collection (existing buildings)
    - Existing Facilities Upgrade (meeting final limits)
    - New Facilities/Development
    - Industrial
    - Other (Explain)
24. Select the type of drinking water project (more than one may apply) (complete descriptions of these types of projects will be provided in the Portal):
    - Primary Drinking Water Standards
    - One Well
    - Reservoir/Dams
    - Pressure Deficiencies
    - Lead Service Lines
    - Private Wells
    - Source Water Protection

- System Capacity Expansion (existing unserved business/residential)
- Back-up Water Supply Sources
- Existing Facilities Upgrades (meeting primary standards)
- Fluoride Addition
- Secondary Drinking Water Standards
- Consolidation
- Other (Explain)

25. Select the type of stormwater project (more than one may apply) (complete descriptions of these types of projects will be provided in the Portal):
    - Non-point and Stormwater Pollution Correction
    - Drainage and Management
    - Green Infrastructure Stormwater Projects
    - Stormwater Projects (including culverts) that implement (1) NPS MP, 2; (2) NEP CCMP; (3) SWMP to provide water quality benefit
    - Gray Infrastructure Stormwater Projects (piping/storage/treatment)
    - Culverts/Other Road-Stream Crossings for Stormwater Management
    - Other (Explain)
26. Upload a project map.
27. Provide the total project cost, inclusive of MCWI Grant Program funds, LFRF match funds, and other funds.
28. Provide the total ARPA LFRF funds set aside for MCWI Program match purposes.
29. Are there any other sources of funds to be used on the project? If yes, provide the source and amount of funds.
30. Upload all prepared plans, specifications, and professional services contract documents for the planning, design, bidding, and construction phases of the project, if available at the time of application.
31. Upload any other engineering reports required by the project.
32. Upload all existing or proposed interlocal agreements related to the project.
33. Provide a list of all needed permits/approvals for the project, and upload a copy of each permit/approval obtained for the project.
34. Provide the estimated population served by the project when completed.
35. Provide the number of communities within the applicant's service area served by the project.
36. Describe applicant's long-term plans for financial and physical operation and maintenance of the project. Has the applicant developed an Asset Management, Fiscal Sustainability and/or similar plan?
37. Provide the number of political subdivisions benefitted by the proposed project.
38. Describe how the proposed project will enhance public service infrastructure, including transportation and emergency access, if applicable.
39. Upload documentation of any noncompliance history to be corrected by the project.
40. Provide information which clearly supports that the proposed project promotes economic development in the community/service area, if applicable.
41. Provide information, including dates, that clearly demonstrates the applicant's most recent efforts to secure funding to address the proposed project's objectives.
42. Upload a copy of the applicant's approved engineer's list or other documentation evidencing the proposed project being on said list.

Level of Readiness:

43. Has the applicant started the procurement process for the goods or services that would be considered a part of the proposed project or program?
44. Have all the previous procurements for goods or services for which the MCWI funds will be used been procured in accordance with 2 CFR 200 guidelines and State/local guidelines with all procurement documents being retained?
45. Does the applicant have a preliminary engineering report for the project?
46. Does the applicant have a final design for the project?
47. Does the applicant have all right-of-way, land purchases and site title issues finalized?
48. List which bid processes the applicant has started, and list which bid processes are complete.
49. Is the project currently under construction? If yes, provide the stage of completeness.

Project Schedule: Provide dates for the completion of the following tasks

Project Design Dates			
Preliminary Design	Final Design	Plan, Specification, and Contract Document Review	Plan Specification, and Contract Document Approval
Project Bid Dates			
Bid Document Approval	Advertise for Bids	Selection and Award Notice	Notice to Proceed
Project Construction Dates			
Construction Start	Construction Completion	Closeout	Final Documentation

Project Budget: Provide estimates for the following budget categories and funding streams

	MCWI Grant Funds	**ARPA – LFRF Local Match**	**Other Funds**	**Total**
Professional Fees	**$**	**$**	**$**	**$**
Audit Budget	**$**	**$**	**$**	**$**
Total Administration	**$**	**$**	**$**	**$**
Project Management	**$**	**$**	**$**	**$**
Preliminary Design	**$**	**$**	**$**	**$**
Equipment	**$**	**$**	**$**	**$**
Final Design	**$**	**$**	**$**	**$**
Construction	**$**	**$**	**$**	**$**
Contingency	**$**	**$**	**$**	**$**

Total Project Budget	**$**	**$**	**$**	**$**

50. Describe applicant's contingency plan that addresses cost overruns and construction delays.

Risk Assessment:

The following questions are intended to help MDEQ evaluate each applicant's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of any Grant Agreement for purposes of determining the appropriate level of monitoring of the applicant and the project that may be required.

General Information

51. Has the applicant managed federally funded grant programs in the two years? If yes, list the programs.
52. Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as segregation of duties, cashing handling, contracting and procurement procedures, personnel, and travel policies, etc.?
53. Does the applicant have written policies and procedures for managing federal awards? If yes, upload copies of these policies and procedures.

Financial Management

54. Is the applicant's financial management system sufficient to permit preparation of reports required by ARPA and the MCWI Grant Program?
55. Is the applicant's financial management system sufficient to permit the tracing of funds as required by 2 CFR 200.302?
56. Does the applicant's financial management system provide for the requirements found in 2 CFR 200.302(b)?
57. Does the applicant have an effective system of internal controls to provide reasonable assurance that reports submitted to MDEQ include all activity of the reporting period, are supported by underlying accounting or performance records, and are fairly presented in accordance with program requirements?
58. Does the applicant have an effective system of internal controls to provide reasonable assurance that grant awards are expended only for allowable activities and that the costs of goods and services charged to grant awards are allowable and in accordance with the applicable cost principles?
59. Does the applicant's financial management system support procedures for determining the reasonableness of costs allocated in accordance with 2 CFR 200 Subpart E-Cost Principles?
60. Does the applicant have an effective system of internal controls to provide reasonable assurance that the (1) drawdown of cash is only for immediate needs, (2) reimbursement is requested only after costs have been incurred, and (3) reimbursement requests comply with any applicable Treasury agreements?

61. Does the applicant's system of internal controls provide reasonable assurance that matching or level of effort requirements are met using only allowable funds or costs which are properly calculated and valued?
62. Does the applicant have policies and procedures related to the security of the internal accounting or financial systems used by the applicant to manage grants? If yes, upload these policies and procedures unless already uploaded.

Audit Information

63. Have audits been performed on the applicant's financial statements for the past two years? If yes, upload the audited financial statements. If no, provide the reason why no audits have been performed and upload the unaudited financial statements.
64. If the applicant has expended more than $750,000 in federal grant funds within a fiscal year, has an audit been performed in accordance with the Uniform Guidance requirements? If yes, were there any major findings? Upload the applicant's narrative response, if applicable.

Operations and General Management

65. Does the applicant have management, information, and accounting systems in place that are designed to meet all federal and MCWI requirements, including reporting requirements?
66. Do key personnel assigned to the MCWI Grant have experience in managing grants and an understanding of the relevant regulations?
67. Does the applicant maintain a written code of conduct governing the performance of its employees and/or contractors, and specifically those employees engaged in the award and administration of contracts? If yes, upload the applicant's code of conduct.
    a. Does the code of conduct encompass conflicts of interest? If no, provide the title of the document that addresses conflicts of interest and upload same.
68. Have the applicant or its representatives/contractors (if procured) ever been debarred, suspended, or delinquent on any federal debt? If yes, explain.
69. Does the organization have policies and/or procedures in place to address breaches of ethics policy and/or instances of fraud or other criminal activity?
    a. Do these policies and/or procedures include required procedures and/or remedial actions to prevent future violations?
    b. Do these policies and/or procedures include a means to notify the appropriate agency in cases of confirmed fraud related to grant funds?
70. Are there formal policies and procedures in place for employees to confidentially report suspected violations of policies and or suspected instances of fraud or other criminal activity, including specifically those related to grant programs?
71. Does the applicant's information systems policies and procedures exist for the safeguarding of data, including personally identifiable information (PII), authorization and addition of system users, termination of user rights, information back-up and recovery, and retention and destruction of data?
72. Does the applicant perform vulnerability, penetration and disaster recovery testing on IT and data storage systems and document these processes and testing outcomes?
73. Is access to data, including PII, protected against unauthorized access and limited to appropriate individuals based on job functions?

74. Does the applicant maintain a written policy for compliance with the Civil Rights Act Title VI?
75. Has the applicant submitted a Title VI compliance form to a Federal Agency?
76. Related to the applicant's Title VI compliance:
    a. Does the applicant post Title VI notices to the public in a prominent place(s)? What type of postings are being used?
    b. Does the applicant have any pending Title VI investigations, complaints or lawsuits filed that pertain to allegations of discrimination based on race, color, and/or national origin?
    c. Does the applicant have a plan for providing language assistance to persons with limited English proficiency?
    d. Has the applicant received any Title VI compliance review reports issued by a federal agency in the previous 2 years? Does the applicant have program-related, non-elected planning boards, advisory councils or committees, or similar bodies, for which you maintain information depicting the racial breakdown of the membership of those committees and a description of efforts made to encourage the participation of minorities on such committees or councils?

Procurement

77. Does the applicant maintain written procurement procedures which provide reasonable assurance that procurement of goods and services are made in compliance with the provisions of 2 CFR Part 200? If yes, upload the applicant's procurement policies.
78. Does the applicant maintain written procurement procedures which provide reasonable assurance that covered transactions (as defined in the suspension and debarment common rule (2 CFR Part 180)) are not made with a debarred or suspended party? If yes, upload the applicant's procurement policies unless already uploaded.

GULFPORT

American Recovery Plan Act (ARPA)

1. **North Gulfport WWTP Sand Filters $11M**
   The North Gulfport WWTP utilizes a sand filter and anthracite system for removal of suspended solids from the effluent. The existing filtration system has remained in continuous operation for over 20 years and is nearing the end of its useful life as indicated by persistent need for significant repairs during recent years. The existing system is currently operating at 85% of its average design capacity. The current condition of the filtration system dictates the need for complete replacement of the filtration system.

2. **North Gulfport WWTP Headworks $11.4M**
   This project will increase the size and improve the existing headworks to allow for more capacity as we start to transfer flow from the South Gulfport WWTP to the North Gulfport WWTP.

3. **South Gulfport WWTP to North Gulfport WWTP Force Main $10M**
   This project will install a double 36" sewer forcemain from the South Gulfport WWTP to the North Gulfport WWTP. This is part of the overall plan to transform the South Gulfport WWTP into a large pump station and move all flow to the North Gulfport WWTP. The length of this proposed project is around 5,700 linear feet. A bore under Gulfport Lake will be required.

4. **Flatbranch Pump Station (River Hills) $6M**
   This proposed project will divert approximately 2 MGD of sewer to the River Hills WWTP in Saucier that would otherwise end up in the North Gulfport WWTP. This diversion will free up capacity in the North Gulfport WWTP allowing for future development.

5. **North Gulfport WWTP UV $4.22M**
   The North Gulfport WWTP utilizes an ultraviolet (UV) system for disinfection of the liquid stream prior to discharge. The existing UV system has remained in continuous operation for over 20 years and is nearing the end of its useful life as indicated by persistent need for significant repairs during recent years. The current system is one of the earliest design versions that will not allow the system to be upgraded with the electronic ballast that has been around for over 10 years. There are issues with the automation of the unit which now forces the system to operate at full capacity continuously, thus resulting in excessive electrical usage resulting in higher power costs. UV technology has advanced significantly since the original installation, thereby rendering the existing system obsolete due to energy inefficiency.

6. **Lift Station Rehab $4M**
   This project will allow us to divert some lift stations that flow to the South Gulfport WWTP to the North Gulfport WWTP after the Flatbranch Pump Station (River Hills) and the Debuys Road Force Main Projects are complete.

7. **Canal Road Water Main Connector $1.2M**
   This proposed project will connect the existing 12" Harrison County Utility Authority "HCUA" water main on Hwy 53 to the existing 8" City of Gulfport water main that is located just east of Canal Road on John Clark Road. With the proposed development in the area this will provided the needed water service. This will also assist the City of Gulfport with water capacity at it will provide a fourth connection to the HCUA water system.

8. **Debuys Road Force Main $500K**
   This proposed project will divert approximately 1 MGD to the West Biloxi WWTP "Waste Water Treatment Plant" that would otherwise end up in the North Gulfport WWTP. Currently, there are two breaks in the existing sewer main that will need to be repaired for this diversion.

9. **MIMA Paving Infrastructure $3M**
   This have been funded to use for infrastructure repairs dealing with MIMA Paving.

STATE OF MISSISSIPPI
COUNTY OF HARRISON



MEMORANDUM OF UNDERSTANDING
Harrison County District & City of Gulfport

WHEREAS, from time to time, particularly during the annual :"hurricane season", the City of Gulfport is required to identify locations within the City limits that can serve as a Point of Distribution for emergency supplies to the general populace of the City of Gulfport during the recovery phase following a natural or man-made disaster; and

WHEREAS, the Harrison County School District's River Oaks Elementary, because of its location and layout provides a safe and manageable location for a Point of Distribution, and the Harrison County School District has advised of its willingness to allow the River Oaks Elementary parking lots and adjacent undeveloped real property to serve as a Point of Distribution; and

WHEREAS, as a benefit to the public and, in particular, a benefit to the citizens of Gulfport and those served by the Harrison County School District, the Harrison County School Board desires to permit the operation of an emergency Point of Distribution at River Oaks Elementary according to the terms and provisions of a Memorandum of Understanding between the City and School Board, as follows.

NOW THEREFORE, the parties, for the mutual considerations contained herein, agree to the following:

1. This Memorandum of Understanding ("MOU") is between the City of Gulfport ("the City") and the Harrison County School District ("HCSD") and is intended to generally describe the provision of an emergency Point of Distribution by the City at the HCSD's River Oaks Elementary School (14111 Three Rivers Road, Gulfport) (parking lots and undeveloped adjacent property).
2. This MOU is not intended by itself to create any legal duties or obligations on either party that do not or would not otherwise exist by law, contract, or interactions between or among the parties outside of this MOU.

3. A. The HCDC agrees to provide access to and use of the parking lots and adjacent undeveloped real property, upon reasonable (as determined by the circumstances) notice to the HCSD, to the City for use thereof as an emergency Point of Distribution for emergency supplies to the general populace of the City of Gulfport and surrounding areas. The HCSD understands that the City will operate the said Point of Distribution on conjunction with county, state and/or federal agencies during the recovery phase of a declared natural or man-made disaster.

   B. The City agrees to notify HCSD personnel of the need to utilize River Oaks Elementary as a Point of Distribution and to discuss and advise as to the plan of implementation and operation of the Point of Distribution. Further, the City will cooperate with all county, state and federal level emergency management agencies involved in the mitigation, management and recovery of a declared disaster to implement the operation of the Point of Distribution at River Oaks Elementary. Further, the City agrees to coordinate security services and oversee the safe and orderly flow of traffic to and from the Point of Distribution.

4. With respect to this MOU, it is understood the City is not an agent or representative of HCSD and HCSD is not an agent or representative of the City. Nothing in this MOU is intended to grant or create any rights or provide any benefits to any third party that would otherwise not exist but for this MOU. Also, no joint venture and no independent or new association, partnership, or entity is created by this MOU. It is further understood and agreed that actions of the parties in connection with this MOU are those taken as independent contractors and not as employees, agents, or partners of the other party; that neither party waives any immunities afforded to them or to which they may be entitled by law or otherwise; and that this MOU does not usurp, abrogate, or limit any discretionary or statutory authorities of either party. Each party to this MOU shall be responsible for its own acts and/or omissions and those of its agents, servants, and employees.

5. To the extent allowed by law, each party agrees to agree to hold harmless and defend the other, it's agents, successors, officers, employees and assigns, from any and all liability of any kind whatsoever for any personal injury or damages to any property only on account of the actions or inactions of either party, its agents, successors, employees and assigns or arising out of the City's use of the HCSD property.

6. The City agrees to repair any damages to the HCSD's property caused by the City, its agents, successors, employees or assigns arising out of the City's presence on or use of the HCSD's property.

7. This agreement will remain valid for a period of three years from the last date of signature and can be terminated at any time by either party with thirty (30) days written notice; provided, however, this agreement may not be terminated if the City is using the HCSD's property or if a named tropical system is in the Gulf of Mexico or predicted to be in the Gulf of Mexico within seven (7) days of the date of notice.

HARRISON COUNTY SCHOOL DISTRICT APPROVED AUG 15 2022 SCHOOL BOARD

HARRISON COUNTY SCHOOL DISTRICT

BY: Mitchell King
MITCHELL KING, SUPERINTENDENT

AUGUST 15, 2022
Date

CITY OF GULFPORT, MISSISSIPPI

BY: _____
Billy Hewes, Mayor

July 20, 2022
Date

STATE OF MISSISSIPPI
COUNTY OF HARRISON

MEMORANDUM OF UNDERSTANDING
Gulfport School District & City of Gulfport

WHEREAS, from time to time, particularly during the annual :"hurricane season", the City of Gulfport is required to identify locations within the City limits that can serve as a Point of Distribution for emergency supplies to the general populace of the City of Gulfport during the recovery phase following a natural or man-made disaster; and

WHEREAS, the Gulfport School District's Joseph Milner Stadium, because of its location and layout provides a safe and manageable location for a Point of Distribution, and the Gulfport School District has advised of its willingness to allow the Joseph Milner Stadium parking lots and adjacent undeveloped real property to serve as a Point of Distribution; and

WHEREAS, as a benefit to the public and, in particular, a benefit to the citizens of Gulfport and those served by the Gulfport School District, the Gulfport School Board desires to permit the operation of an emergency Point of Distribution at Milner Stadium according to the terms and provisions of a Memorandum of Understanding between the City and the School Board, as follows.

NOW THEREFORE, the parties, for the mutual considerations contained herein, agree to the following:

1. This Memorandum of Understanding ("MOU") is between the City of Gulfport ("the City") and the Gulfport School District ("GSD") and is intended to generally describe the provision of an emergency Point of Distribution by the City at the GSD's Joseph Milner Stadium (1403 38th Avenue, Gulfport) (parking lots and undeveloped adjacent property).
2. This MOU is not intended by itself to create any legal duties or obligations on either party that do not or would not otherwise exist by law, contract, or interactions between or among the parties outside of this MOU.

3. A. The HCDC agrees to provide access to and use of the parking lots and adjacent undeveloped real property, upon reasonable (as determined by the circumstances) notice to the GSD, to the City for use thereof as an emergency Point of Distribution for emergency supplies to the general populace of the City of Gulfport and surrounding areas. The GSD understands that the City will operate the said Point of Distribution on conjunction with county, state and/or federal agencies during the recovery phase of a declared natural or man-made disaster.

   B. The City agrees to notify GSD personnel of the need to utilize Joseph Milner Stadium as a Point of Distribution and to discuss and advise as to the plan of implementation and operation of the Point of Distribution. Further, the City will cooperate with all county, state and federal level emergency management agencies involved in the mitigation, management and recovery of a declared disaster to implement the operation of the Point of Distribution at Joseph Milner Stadium. Further, the City agrees to coordinate security services and oversee the safe and orderly flow of traffic to and from the Point of Distribution.

4. With respect to this MOU, it is understood the City is not an agent or representative of GSD and GSD is not an agent or representative of the City. Nothing in this MOU is intended to grant or create any rights or provide any benefits to any third party that would otherwise not exist but for this MOU. Also, no joint venture and no independent or new association, partnership, or entity is created by this MOU. It is further understood and agreed that actions of the parties in connection with this MOU are those taken as independent contractors and not as employees, agents, or partners of the other party; that neither party waives any immunities afforded to them or to which they may be entitled by law or otherwise; and that this MOU does not usurp, abrogate, or limit any discretionary or statutory authorities of either party. Each party to this MOU shall be responsible for its own acts and/or omissions and those of its agents, servants, and employees.

5. To the extent allowed by law, each party agrees to agree to hold harmless and defend the other, it's agents, successors, officers, employees and assigns, from any and all liability of any kind whatsoever for any personal injury or damages to any property only on account of the actions or inactions of either party, its agents, successors, employees and assigns or arising out of the City's use of the GSD property.

6. The City agrees to repair any damages to the GSD's property caused by the City, its agents, successors, employees or assigns arising out of the City's presence on or use of the GSD's property.

7. This agreement will remain valid for a period of three years from the last date of signature and can be terminated at any time by either party with thirty (30) days written notice; provided, however, this agreement may not be terminated if the City is using the GSD's property or if a named tropical system is in the Gulf of Mexico or predicted to be in the Gulf of Mexico within seven (7) days of the date of notice.

GULFPORT SCHOOL DISTRICT

BY: Glen V. East _____ 8/4/22
Glen East, Superintendent — Date

CITY OF GULFPORT, MISSISSIPPI

BY: _____ July 20, 2022
Billy Hewes, Mayor — Date

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2019 BUILD TRANSPORTATION GRANTS PROGRAM

This agreement is between the United States Department of Transportation (the "**USDOT**"), and the Mississippi Transportation Commission acting by and through the Mississippi Department of Transportation (the "**Recipient**"), and the City of Gulfport, Mississippi (the "**First-Tier Subrecipient**").

This agreement reflects the selection of the First-Tier Subrecipient to receive a BUILD Grant for the Interconnecting Gulfport Project.

The parties want the First-Tier Subrecipient to carry out the project with the Recipient's assistance and oversight.

The parties therefore agree to the following:

Article 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under The Fiscal Year 2019 BUILD Transportation Grants Program: FHWA Projects," dated December 17, 2019, which is available at http://go.usa.gov/xpuYy. Articles 8 – 24 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Article 2
APPLICATION, PROJECT, AND AWARD

2.1 Application. The application for funding was dated July 12, 2019 and titled "Interconnecting Gulfport." It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

2.2 Project. In this agreement, the "**Project**" means the project proposed in the application identified in section 2.1 as modified by the negotiated provisions of this agreement, including article 3 and attachments A-E.

2.3 Federal Award and Federal Obligation.

(a) As described in attachment A, this Project consists of a base phase for preliminary engineering and an option phase 1 for construction of a two-lane roadway on new location from the Old Highway 49 intersections to Creosote Road, then four lanes over I-10 to Daniel Boulevard Extension.

(b) The USDOT hereby awards a BUILD Grant to the Recipient in the amount of $20,460,000 for the base phase and option phase 1.

(c) This agreement obligates the base phase amount of $1,246,021 for the budget period for eligible costs in the base phase.

(d) This agreement does not obligate funds for option phase 1. The parties may, by amendment under article 21, obligate the option phase 1 amount of $19,213,979 for eligible costs in option phase 1 if FHWA Mississippi Division Office approves the PS&E for work to be performed on the Segment II project and the recipient has met all the applicable Federal, State, and local requirements. Further, the approval for the Option Phase 1 is subject to the availability of funds.

2.4 Award Dates.

Budget Period End Date:	August 1, 2024
Period of Performance End Date:	August 1, 2024
Estimated Closeout Date:	November 1, 2025

2.5 Urban or Rural Designation. The USDOT hereby designates this to be an award to a project in an urban area.

2.6 Federal Award Identification Number. The Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS

Article 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work. (See Attachment A for additional details).

The Project will add approximately 0.8 miles of 4-lane boulevard roadways and approximately 1.1 miles of 2-lane roadway with lighting, storm drain improvements, multi-modal paths, signals, raised median, roundabouts, and other street improvements.

3.2 Project's Estimated Schedule.

Milestone	**Schedule Date**
Base Phase: Preliminary Engineering and Right-of-Way	
Actual Preliminary Engineering Start Date:	March 16, 2020
Planned NEPA Completion Date:	February 15, 2021
Planned Right of Way Acquisition Start Date:	February 16, 2021
Option Phase 1: Construction	
Planned Plan, Specification, & Estimate (PS&E) Approval Date:	August 31, 2021
Planned Construction Start Date:	February 28, 2022
Planned Construction Substantial Completion and Open to Traffic Date:	March 1, 2024

3.3 Project's Estimated Budget. (See Attachment B for additional details).

Base Phase (PE and ROW) Eligible Costs	
BUILD Grant Amount:	$1,246,021
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$2,761,505
Other Funds:	$8,600,000[1]
Total Eligible Project Cost:	$12,607,526

Option Phase 1 (Construction) Eligible Costs	
BUILD Grant Amount:	$19,213,979
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$700,000
Other Funds:	$0
Total Eligible Project Cost:	$19,913.979

Article 4
CRITICAL MILESTONE DEADLINES

Critical Milestone Deadlines	Deadline Date
The Recipient fails to convert the FY 2019 BUILD funds within the timeframe set forth in section 7.1 in this agreement	In accordance with 7.1
USDOT receives first reimbursement request	October 23, 2020
Construction substantially completed and project opens to traffic	July 1, 2024

[1] ROW In-Kind Donations

Article 5
PARTY INFORMATION

5.1 Recipient's Unique Entity Identifier.

Dun and Bradstreet Data Universal Numbering System No. (the "DUNS No.") of Mississippi Department of Transportation: 809394067 and DUNS No. of City of Gulfport, Mississippi: 121918221

5.2 Recipient Contact(s).

LPA Project Manager
Wayne E. Miller, P.E.
wmiller@gulfport-ms.gov
Director of Public Works
The City of Gulfport
Phone: 228-868-5740

Lee Frederick, P.E.
State LPA Engineer
Mississippi Department of Transportation
Office: 601-359-7031
lfrederick@mdot.ms.gov

5.3 Recipient Key Personnel.

Lee Frederick, P.E.
State LPA Engineer
Mississippi Department of Transportation
Office: 601-359-7031
lfrederick@mdot.ms.gov

5.4 USDOT Project Contact(s).

Jeffrey A. Schmidt, P.E.
Deputy Division Administrator
FHWA – Mississippi Division
100 W. Capitol Street Suite 1062
Jackson, MS
601-965-7349
jeffrey.schmidt@dot.gov

Article 6
USDOT ADMINISTRATIVE INFORMATION

6.1 Payment System.

USDOT Payment System: FMIS

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Mississippi Division

Article 7
SPECIAL GRANT TERMS

7.1 Advance Construction (23 U.S.C. § 115).

Within 30 business days after the date of final execution of this Agreement, the Recipient must request the FHWA Mississippi Division Office to convert the FY 2019 BUILD funds authorized to proceed under the Advance Construction provisions of 23 U.S.C. 115 for the Base Phase activities in the amount of $1,680,000. The Mississippi Division Office will then obligate the base phase portion of the FY 2019 BUILD funds per a modified project agreement.

7.2 Subaward to First-Tier Subrecipient.

(a) The Recipient hereby awards a subaward to the First-Tier Subrecipient for the purpose described in section 8.1.

(b) The Recipient and the First-Tier Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the First-Tier Subrecipient.

(c) For the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

7.3 First-Tier Subrecipient Statements and Responsibilities.

(a) The First-Tier Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 10.1 and 10.2.

(b) The First-Tier Subrecipient assumes the Recipient's reporting obligations under articles 14 and 15.

7.4 State Oversight Responsibilities. For the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.

ATTACHMENT A
STATEMENT OF WORK

The Project will add approximately 0.8 miles of 4-lane boulevard roadways and approximately 1.1 miles of 2-lane roadway with lighting, storm drain improvements, multi-modal paths, signals, raised median, roundabouts, and other street improvements.

Major Project Activities:

Base Phase:

Preliminary Engineering: (all project components) – will include the following:

- Preliminary Engineering – Design
- NEPA - Environmental studies and document preparation
- Final Engineering – Design
- Right of Way

Option Phase 1:

PS&E
Construction

- Traffic Control
- Utilities
- Mobilization
- Demolition / Grading
- Paving
- Overlay / Reconstruction
- Construction engineering and Inspection
- Demobilization

ATTACHMENT B
ESTIMATED PROJECT BUDGET

1. Supplementary Fund Source Table(s)

Base Phase Eligible Costs	
BUILD Grant Amount:	$1,246,021
State Funds:	$0
Local Funds:	$2,761,505
Other Funds:	$8,600,000[2]
Total Eligible Project Cost:	$12,607,526

Option Phase 1 (Construction) Eligible Costs	
BUILD Grant Amount:	$19,213,979
Other Federal Funds:	$0
State Funds[1]:	$0
Local Funds:	$700,000
Other Funds:	$0
Total:	$19,913,979

2. Cost Classification Table

Cost Classification	Total Costs	Eligible Costs
Land, structures, rights-of-way, appraisals, etc.	$10,310,000[3]	$10,310,000
Architectural and engineering fees	$2,297,526	$2,297,526
Construction	$19,913,979	**$19,913,979**
Project Total	**$32,521,505**	**$32,521,505**

[2] ROW In-Kind Donation
[3] Includes $8,610,000 of ROW In-Kind Donations

ATTACHMENT C
PERFORMANCE MEASUREMENT TABLE

Study Area: An area of new roadway from the Old Highway 49 intersections to Creosote Road, then four lanes over I-10 to Daniel Boulevard Extension.

Pre-project Measurement Date: January 31, 2022

Pre-project Report Date: March 31, 2022

Project Outcomes Report Date: March 1, 2028

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Average Daily Traffic (ADT)	Economic Competitiveness The total volume of vehicle traffic on a highway or road segment per day as defined by the project study area.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of March 1, 2025 March 1, 2026 March 1, 2027	Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning June 1, 2025 June 1, 2026 June 1, 2027
Average Daily Truck Traffic (ADTT)	Economic Competitiveness ADTT measures the total volume of truck traffic per day as defined by the project study area.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of March 1, 2025 March 1, 2026 March 1, 2027	Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning June 1, 2025 June 1, 2026 June 1, 2027

ATTACHMENT D
MATERIAL CHANGES FROM APPLICATION

Scope: No Changes.

Schedule: The schedule has changed since the grant was selected to receive an award to address the critical dates needed to meet terms of the BUILD Grant. Specifically, the project schedule has been accelerated to meet the obligation deadline. The original PS&E Approval date was scheduled for February 2023; however, that would have been in direct conflict of the BUILD Grant funding obligation deadline of September 2021. Therefore, the PS&E date was revised to meet this critical deadline. Also, due to the modification of the PS&E Approval Date, it also accelerated the Planned Construction Date and the Planned Construction Substantial Completion Date.

The table below provides a summary of schedule changes:

Activity	**Original Schedule Date**	**New Schedule Date**
NEPA Completion (Base Phase)	2/1/2021	2/15/2021
Planned PS&E Approval (Option Phase 1)	2/1/2023	8/31/2021
Planned Construction Start Date (Option Phase 1)	6/1/2023	2/28/2022
Planned Construction Substantial Completion Date	6/2/2025	3/1/2024

Budget: The overall budget did increase from the application due to slight increases to Preliminary Engineer (PE) in the Base Phase and Construction in the Option Phase. The table below provides a summary of the budget changes:

Budget Item	**2019 BUILD Application**		**Current Budget**	
	Dollars	**Percentage**	**Dollars**	**Percentage**
Total Project Cost	**$32,200,000**	**100%**	**$32,521,505**	**100%**
PE Cost	**$2,070,000**	**6.4%**	**$2,297,526**	**7.1%**
ROW Cost	**$10,310,000**	**32%**	**$10,310,000**	**31.7%**
Total Construction	**$19,840,000**	**61.6%**	**$19,913,979**	**61.2%**
BUILD funds	$20,460,000	63.5%	$20,460,000	62.9%
Local Funds	$11,760,000	36.5%	$12,061,505	37.1%

ATTACHMENT E
APPROVED PRE-AWARD COSTS

On February 19, 2020, the City of Gulfport, with concurrence from the Mississippi Department of Transportation, sent a written request to the FHWA Mississippi Division Office (Division Office) for advance construction (23 U.S.C. 115) authorization to initiate preliminary engineering. The advance construction request would allow the recipient to begin preliminary engineering and the environmental review process. The City of Gulfport requested advance construction for $1,246,021 in BUILD Grant funds.

OST approved the City of Gulfport's request to allow pre-award costs on March 9, 2020. The Division Office authorized advance construction on March 10, 2020.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Mississippi Transportation Commission by and through the duly authorized Executive Director of the Mississippi Department of Transportation

9/28/20
Date

By: Melinda L McGrath
Signature of Recipient's Authorized Representative

Melinda L. McGrath, P.E.
Executive Director
Mississippi Department of Transportation

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FIRST-TIER SUBRECIPIENT SIGNATURE PAGE

The First-Tier Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

City of Gulfport

9/25/20
Date

By: Billy Hewes Digitally signed by Billy Hewes Date: 2020.09.25 09:13:26 -05'00'
Signature of First-Tier Subrecipient's Authorized Representative

Billy Hewes
Mayor
City of Gulfport, Mississippi

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION

9/28/20
Date

By: DONALD E DAVIS Digitally signed by DONALD E DAVIS Date: 2020.09.28 11:08:57 -05'00'
Signature of Recipient's Authorized Representative

Donald E. Davis
Division Administrator
FHWA Mississippi Division

Master Software and Services Agreement

CONTRACT NUMBER: 00004916.0

BETWEEN

City of Gulfport, Mississippi

2309 15th Street

Gulfport, Mississippi 39501

AND

IMAGETREND®

ImageTrend, Inc.

20855 Kensington Blvd.

Lakeville, Minnesota 55044

Phone: 952-469-1589 | Toll Free: 1-888-469-7789 | Fax: 952-985-5671 | www.imagetrend.com

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "ImageTrend"), and City of Gulfport, Mississippi (hereinafter "Client"), together "the Parties."

RECITALS

WHEREAS, Client desires to have services performed by ImageTrend, or

WHEREAS, Client desires to purchase Commercial-Off-The-Shelf Software from ImageTrend, or

WHEREAS, Client desires to purchase Custom Software Development from ImageTrend, and

WHEREAS, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services,

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" and **"This Agreement"** means this Master Software and Services Agreement, the Work Orders issued hereunder, all Attachments and Exhibits attached hereto, or any Amendments made in mutually executed hereto.

"Business Day" means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00am CST to 5:00pm CST, excluding holidays per §14(b) below. Unless specified in a Service Order, ImageTrend personnel will only perform services during Business Days.

"Business Week" means a 5 day period, beginning Monday at 9:00am CST and ending Friday at 5:00pm CST, excluding holidays per below.

"Confidential information" means the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, methods of pricing, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed. Information shall be considered Confidential Information if it is identified in writing as confidential or proprietary, or if disclosed verbally or visually in discussion, upon written notice specifying and describing the nature of the orally disclosed Confidential Information at that time, or within fifteen (15) days of such disclosure.

"Commercial Off The Shelf" or "COTS" means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP. MOTS means Modified Off The Shelf, and is a derivative work of ImageTrend COTS Software.

"Custom IP" or "Custom Software" means software products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.

"Deliverable" means an intangible or tangible product, material, or service produced as a result of a Work Order, and each Deliverable is specified in the corresponding Work Order from which it is produced.

"Disclosing Party" means the party disclosing Confidential Information to the other party, see also Receiving Party.

"Effective Date" means the date upon which the last party has signed and executed this Agreement.

"Fixed Fee" means a fixed amount of compensation due in return for a fixed Deliverable.

"Governmental Entity" shall have the same meaning as "State and local government entities" as defined in the General Services Administration Acquisition Manual (GSAM) at 538.7001, as updated

"Intellectual Property" means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names ("Trademarks", which term shall include the items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author's rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, "Intellectual Property Rights" includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

"Licensed Information" means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

"Local Travel" means travel to a destination in the Twin Cities Metro area, within 30 miles of Lakeville, MN.

"Materials" and "Expenses" means but is not limited to third party software licenses, physical hardware, test devices, or other items, reasonable travel expenses (including but not limited to food, lodging, and transportation), printing, delivery of materials, or any other cost reasonably incurred arising out of this Agreement.

"Master Services Agreement" means this document excluding Work Orders issued from this document.

"NFPA" and "Codes" refers to the Client's utilization of the National Fire Protection Association ("NFPA") licensed Code content ("Codes") for inspections.

"Pre-Existing Materials" means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

"On-Site Hour" means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client's choosing that are not ImageTrend's corporate offices.

"Statement of Work" means the technical document which outlines a mutually agreed upon specification for particular Custom Development projects and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

"Support" means technical support for the configuration and functioning of the products, including taking and monitoring defect reports, as defined further below in the Service Level Agreement between ImageTrend and Client

"Software" means ImageTrend software provided to Client by ImageTrend, specifically software developed and/or written by ImageTrend. Software developed by a third-party which is purchased on behalf of Client is considered Third Party Material.

"Receiving Party" means the party receiving Confidential Information from the Disclosing Party

"The Agreement" means collectively this Master Services Agreement, its Exhibits, all Work Orders issued from this Master Services Agreement, and all Exhibits to Work Orders.

"Third Party Material(s)" means software or other materials owned by a party other than Client or ImageTrend

"Time and Materials Basis" means charges billable to the Client based upon each hour worked, multiplied by the hourly rate for the work, plus the cost of any Materials necessary (including but not limited to, the cost of third party software licenses, travel and accommodation expenses, or otherwise), or Materials beneficial (conditioned upon mutual assent of the parties), billed on a monthly basis in arrears.

"Work Order" means the document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures

SECTION 2. TERM OF AGREEMENT

The Term of this Agreement shall be 12 months from the Effective Date of this Agreement ("Initial Term"). Upon expiration of a Term, the Term shall automatically renew under the same terms and conditions for additional subsequent 12 month term ("Renewal Term"), unless terminated under the terms of this Agreement or by otherwise giving the other party no less than 30 days of written notice prior to the last day of the then-current Term.

SECTION 3. WORK ORDERS

CREATION OF WORK ORDERS. The parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables to be delivered by ImageTrend. ImageTrend will set forth these details as a Work Order. If the Work Order is for the purchase of COTS Software, the Work Order shall also outline the quantity and SKU of each product or service as applicable. Should a Work Order contain no term regarding a topic, the terms of this Master Software and Services Agreement shall hold instead.

LIMITATIONS OF WORK ORDERS. Work Orders may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Work Order where the requirement is presented. Additionally, either party may set forth factual assumptions ("Assumption") in each Work Order. Notwithstanding anything in this Agreement or the Work Order, a Work Order will be rendered void to the extent that ImageTrend is obligated to perform services which are impossible or impracticable. Further, a Work Order will be rendered voidable to the extent that ImageTrend is obligated to perform services materially different than originally set out in that Work Order due to an inaccurate Assumption. The parties will make commercially reasonable efforts to negotiate an alternative or modified Work Order in light of the inaccurate Assumption.

MODIFICATION OF WORK ORDERS. Any modification to the scope or tasks identified within the Work Order that change the work budget by an estimated 10 hours of work or more shall require a new modified written Work Order or written Change Order. ImageTrend shall not work on the new tasks in the modified Work Order until the Client has provided signed written acceptance of the new Work Order. The parties may waive this requirement on a case-by-case basis in writing. Modifications requiring less than an estimated 10 hours of work may be proposed and accepted verbally, with such modifications requiring less than 10 hours of work billed on a Time and Materials basis.

FEE MODEL. The Work Order will contain fee and payment terms. The following fee models are contemplated:

Model Name	Definition
Fixed Fee	ImageTrend shall perform the work outlined in the Work Order for a fixed flat fee, plus Expenses. The Fixed Fee is exclusive of Expenses unless the Work Order outlines the Expenses. The Fixed Fee model may include milestone payments, with such milestone payments outlined in the Work Order.
Time and Materials	ImageTrend shall perform the work outlined in the Work Order on a Time and Materials basis, at the rate(s) specified in the Work Order.

LEGAL EFFECT. Work Orders issued under this Master Services Agreement are incorporated by reference into this Master Services Agreement which collectively is called "the Agreement." Work Orders do not override the terms of this Master Services Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding

insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders without their own fee and payment terms, the payment terms in below control.

CUSTOMIZED SOFTWARE DEVELOPMENT. The parties may mutually agree to a Work Order also known as a Statement of Work for the development of new or custom software, also known as "Modified Off The Shelf" or MOTS. All normal requirements of the Work Order shall apply, but additionally the parties must work together to mutually define a Statement of Work which outlines the tasks, and their timelines, to be undertaken as part of the project. Any Customized Software or MOTS Software developed under this Agreement will be Intellectual Property owned by ImageTrend. Should Client desire ownership of any Intellectual Property developed by ImageTrend, this must be embodied by a separate, mutually executed contract. For clarity, Client shall not and will not own any ImageTrend Intellectual Property under any circumstance under this Agreement. Client may only receive a license thereto as outlined in each Work Order.

SECTION 4. PERFORMANCE OF SERVICES

COMMENCEMENT. ImageTrend shall begin services described in the Work Order subsequent mutual signed execution the Work Order. No services shall begin before mutual signed and written final acceptance of each Work Order.

USE OF KNOW HOW. ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall conditionally receive a license to any and all pre-existing ImageTrend Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in §6 "Licensing and Intellectual Property" and Software Licensing Terms Attachment.

MATERIALS. Materials (including, but not limited to, third party software licenses, physical hardware, test devices, or other items and any other Material) that will be used in the development of the Software will be identified by ImageTrend to Client. ImageTrend shall acquire such Materials as the parties mutually agree should be acquired, and it shall be the Client's responsibility to pay for those materials.

ACCEPTANCE OF SERVICES AND DELIVERABLES. ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party's satisfaction with the Deliverable. If 1) a Deliverable's acceptance criteria is based on Client's satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client's acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive

of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.

SECTION 5. FEES, INVOICING, AND PAYMENT TERMS

PROMPT PAYMENT ACTS. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING PARAGRAPH APPLIES: To the degree any term in this Section 5, or any payment related term in any Work Order, conflicts with the governing prompt payment act or similar procurement act which unambiguously limits client's ability to agree or comply with any term in this section 5 or in any payment related term in any work order ("The PPA"), the term in the PPA will instead control. For clarity, unless there is an unambiguous conflict between the terms of this Section 5 or in any Work Order, the PPA shall not control and this Agreement shall still control.

FEES. Client shall owe to ImageTrend such fees as set forth in each mutually executed Work Order.

SCHEDULING NON-LOCAL TRAVEL. For air travel Client may, and is strongly advised to, schedule travel no less than 3 weeks in advance of the first on-site date by written request; ImageTrend reserves the right to approve or deny travel requests on a per-request basis. Client may also request travel by writing with 3 weeks or less advance notice; ImageTrend reserves the right to approve or deny such travel requests, and to invoice costs to Client due to scheduling changes ImageTrend must make to accommodate such a request if approved.

CANCELLATION, RESCHEDULE, OR DELAY. Client will provide to ImageTrend (10) ten business days prior written notice of Client's intent to delay, reschedule, or cancel ("Staffing Change") any service in a Work Order which requires an ImageTrend employee to perform work at a specific location or at a specific time (e.g. face-to-face meetings, on-site visits, after hours on-call status). If Client fails to provide such notice, Client shall reimburse ImageTrend for loss caused by the Staffing Change. ImageTrend shall use commercially reasonable efforts to mitigate any losses that would be incurred by a Staffing Change and due to ImageTrend by Client.

INVOICING. Unless otherwise specified in a Work Order, invoices must be paid on Net 45 terms. Any objection to an invoice must be made in writing. Client may request up to an additional 15 days to review Deliverables associated with an invoice, approval to which ImageTrend shall not unreasonably withhold. If Client does not object to an invoice, or request an extension to review Deliverables, within 15 days after receipt of the invoice then the invoice is deemed accepted and any right to object to the invoice is waived. Payment shall be made by check or by ACH transfer to ImageTrend.

REMEDIES FOR NON-PAYMENT. Should Client fail to pay per the terms of this Agreement and this Section 5, ImageTrend may 1) suspend services under all Work Orders until such payment is made in full, and/or 2) charge a late fee at the lesser of 1.5% or the maximum allowed by law, and/or 3) invoice Client for the costs of collection including reasonable attorney's fees.

TRAVEL COSTS. Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay $1,750 per ImageTrend trainer per trip and a further

$1,400 per trainer per day spent at Client's chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

TIME AND MATERIALS RATE. Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is $225.00 per hour.

PRICE ESCALATION. ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 5 % of the then current price for each anniversary of the Effective Date beginning on 5/31/2023. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

SECTION 6. DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). The § 164.514(2)(i) data elements are reproduced below at Attachment A. ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at http://dx.doi.org/10.6028/NIST.IR.8053). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain

owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below at Software Licensing Terms Attachment, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per Software Licensing Terms Attachment below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

SECTION 7. CONFIDENTIALITY

CONFIDENTIALITY ACKNOWLEDGEMENT. Each party hereby acknowledges and agrees that the other Party's Data, potential clients or customers, client or customer lists, business plans, pricing structures, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. Each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Orally transmitted information shall not be Confidential Information unless specified as such in a writing transmitted from the Disclosing party to the Receiving party within 15 days of the oral transmission, with such writing providing a reasonable description and scope of the Confidential Information transmitted.

CONFIDENTIALITY OBLIGATIONS. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this §7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party.

SURVIVAL. This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

SECTION 8. WARRANTIES

NO CONFLICTS OF INTEREST. ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

SECTION 9. LIMITATION OF LIABILITY

EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION APPLY ONLY TO THE EXTENT ALLOWED BY MISSISSIPPI LAW.

SECTION 10. DISPUTE RESOLUTION

DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING 2 PARAGRAPHS APPLY:

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding

involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

ARBITRATION. If Client is NOT a Governmental Entity the following paragraph applies:
Any dispute between ImageTrend and Client under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association in the State of the defending party and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, ImageTrend and Client shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, that third arbitrator shall preside over any dispute. ImageTrend and Client shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The arbitrator shall endeavor to keep costs as low as possible while still allowing for the just and fair disposition of the dispute. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. ImageTrend and Client shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 11. NON-EXCLUSIVITY

This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

SECTION 12. AMENDMENTS

This Agreement may only be modified by a mutually executed writing including but not limited to Work Orders, signed by a person having authority to sign.

SECTION 13. TERMINATION

Either Party may terminate this Agreement upon giving the other Party thirty days (30) days' prior written notice to the other Party in addition to any other remedy or right contained in this Agreement. This right of termination is additive to other rights of termination identified above in this Agreement and does not preclude the exercise of those other rights.

SECTION 14. INDEMNIFICATION

IMAGETREND INDEMNITY. ImageTrend shall defend and indemnify Client from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of ImageTrend. Client shall promptly notify ImageTrend for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, ImageTrend shall have the right and option to undertake and control such defense of such action with counsel of ImageTrend's choice with control to settle any such Claim. ImageTrend shall have no obligation to defend or indemnify Client from Claims arising out of Client's negligent or intentional wrongful acts or omissions. Because ImageTrend must provide its own insurers with notice of a claim

within 60 days of actual knowledge of a Claim, Client accordingly must provide ImageTrend written notice no more than 60 days after Client has actual knowledge of a Claim else ImageTrend shall have no obligation to indemnify Client.

CLIENT INDEMNITY. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH DOES NOT APPLY. Client shall defend and indemnify ImageTrend from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of Client. ImageTrend shall promptly notify Client for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, Client shall have the right and option to undertake and control such defense of such action with counsel of Client's choice with control to settle any such Claim. Client shall have no obligation to defend or indemnify ImageTrend from Claims arising out of Client's negligent or intentional wrongful acts or omissions. ImageTrend accordingly must provide Client written notice no more than 60 days after ImageTrend has actual knowledge of a Claim else Client shall have no obligation to indemnify Client.

SECTION 15. LICENSING OF NFPA CODES

ImageTrend licenses the Codes from NFPA for Client's use within ImageTrend's solutions. Effective January 1, 2022, NFPA introduced a new digital delivery platform for Codes, requiring new licensing terms and pricing.

Codes may not be reproduced, distributed, or used in any way other than intended by the Software. Client's use of the Codes will comply with all applicable laws and be subject to NFPA's Subscription Package for Software Tiered Pricing included below. NFPA is not responsible for the Software, any of the programming or other delivery mechanisms, or services that may be provided by ImageTrend.

Client understands that ImageTrend's access to Codes is restricted by NFPA, and that all Codes may not be available. ImageTrend shall conspicuously disclose all NFPA fees passed through to the Client, including all price adjustments mandated by NFPA.

SECTION 16. GENERAL TERMS

a. **INSURANCE REQUIREMENTS.** ImageTrend will provide to Client a Certificate of Insurance upon request.

b. **ELECTRONIC SIGNATURES.** The parties agree to conduct transactions primarily via electronic means. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same.

c. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party's written policies. Unless otherwise specified in a Work Order, ImageTrend shall perform services only during business days, from 9:00am CST to 5:00pm CST.

d. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.

e. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") This clause shall not apply to costs due to ImageTrend to reimburse cancellation, reschedule, or modification of travel arrangements per §5 above. Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.

f. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Work Order. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Work Order. ImageTrend shall have no liability to Client for delays arising out the actions or non-actions of Client.

g. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party.

h. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of Minnesota without regard to its conflict of laws principles. **IF CLIENT IS A GOVERNMENTAL ENTITY** the law governing this Agreement shall be that of the Client's jurisdiction without regard to its conflict of laws principles.

i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, with respect to this subject matter, including, but not limited to the services, goods, products, and Software provided by ImageTrend for Client and the compensation provided by Client for said provision of such services therefore, and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.

j. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

k. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.

l. **NONAPPROPRIATION. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH APPLIES.** The continuation of this Agreement is contingent upon the appropriation of funds by the legislature or other sources as applicable to fulfill the requirements of the Agreement. If the insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the applicable

appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Work Order hereto, the Agreement or applicable Work Order(s) shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Work Order hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.

m. **ATTORNEYS' FEES.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.

n. **INDEPENDENT CONTRACTORS.** It is the express intention of Client and ImageTrend that ImageTrend and its employees and agents will perform the services hereunder as independent contractors to Client. Nothing in this Agreement shall in any way be construed to constitute ImageTrend or its employees or agents as an agent, employee or representative of Client. Without limiting the generality of the foregoing, ImageTrend is not authorized to bind Client to any liability or obligation or to represent ImageTrend has any such authority. Client and ImageTrend agree that neither ImageTrend employees nor its agents will receive Client - sponsored benefits from Client.

o. **NOTICES.** Any notice required to be given by either party to the other shall be deemed given if in writing on the date actually delivered (including electronic methods such as e-mail), or if deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, on the postmarked date and addressed to the notified party at the address set forth below, or to such other address as a party may designate from time to time by means of notice given hereunder to the other party.

If to Client:
City of Gulfport, Mississippi
Attn: City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502

If to ImageTrend:
ImageTrend, Inc.
Attn: Mike McBrady
20855 Kensington Boulevard
Lakeville, MN 55044

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree

Client City of Gulfport	**ImageTrend**
Signature:	Signature: Joseph T. Graw (Jul 5, 2022 10:46 CDT)
Print Name: Billy Hewes	Print Name: Joseph T. Graw
Title: Mayor	Title: President
Date: June 22, 2022	Date: Jul 5, 2022

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

"Licensed Information" means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as "ImageTrend University."

"The Software" means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. "Elite EMS SaaS" shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend's right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) ("SaaS")	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	and/or Licensed Information or copies thereof except as provided in this Agreement.
ImageTrend Hosted License ("License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as

is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES,

INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

The provisions of this section apply only to the extent allowed by Mississippi law.

6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at https://ImageTrend.uservoice.com/.

7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.
If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client is not a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its	Client responds to emergency medical incidents and transports	All employees & contractors of Client who respond to emergency medical

own employed EMS workers ("Public Agency")	patients therefrom and is a Governmental Entity	incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Thomas McCorkle or their successor, conducts their job duties most frequently.
State, County, Region, City for its constituents	Client is a Governmental Entity with authority or a official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client's legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
16,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Elite™ Rescue Setup	ELT.003.002.003	$4,745.00	1	$4,745.00
Webinar Training 2hr Session	ELT.006.003.009	$450.00	3	$1,350.00
Onsite Training Session - 8 Hours	ELT.006.003.004	$1,800.00	3	$5,400.00
Travel	ELT.006.003.008	$1,750.00	1	$1,750.00

Total One-Time Fees: $13,245.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Elite™ Rescue - SaaS *Includes Elite™ Field	ELT.001.002.015	$25,183.00	1	$25,183.00
CAD Distribution	ELT.002.007.001	$3,500.00	1	$3,500.00
Other CAD Vendor	ELT.002.007.017	$0.00	1	$0.00
Mobile Fire Inspections - SaaS	ELT.001.002.014	$7,596.00	1	$7,596.00
Investigations	ELT.001.002.018	$5,000.00	1	$5,000.00
Elite Site to Site Transfers	ELT.002.010.016	$500.00	1	$500.00
Continuum®	CTM.001.002.001	$8,000.00	1	$8,000.00
Continuum® EMS Content Package	CTM.001.002.002	$3,000.00	1	$3,000.00
Continuum® Fire Content Package	CTM.001.002.003	$4,000.00	1	$4,000.00
Continuum® Geocoding	CTM.001.002.004	$1,000.00	1	$1,000.00
NFPA 1 2018	ELT.002.007.098	$128.00	1	$128.00
NFPA 101 2018	ELT.002.007.101	$128.00	1	$128.00
Slate™	ELT.001.002.062	$9,720.00	1	$9,720.00
Slate™ Text/SMS	ELT.001.002.063	$1,500.00	1	$1,500.00

Total Recurring Fees: $69,255.00

TOTAL YEAR 1: $82,500.00

Send Invoices To:

Thomas McCorkle

jmccorkle@gulfport-ms.gov
2309 15th Street
Gulfport Mississippi, 39501

Payment Terms:

- "One Time Fees" are due once, as specified by the Milestone terms below.
- "Recurring Fees" are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms below. The Recurring Fees will escalate in price annually by 5% beginning on 05/31/2023 and each year thereafter.
- ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
- ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
- All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
- ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement

MILESTONE 1

Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.

Description	Unit Price	Quantity	Extended Amount
Elite™ Rescue - SaaS *Includes Elite™ Field	$25,183.00	1	$25,183.00
Elite™ Rescue Setup	$4,745.00	1	$4,745.00
Mobile Fire Inspections - SaaS	$7,596.00	1	$7,596.00
Investigations	$5,000.00	1	$5,000.00
Continuum®	$8,000.00	1	$8,000.00
Continuum® EMS Content Package	$3,000.00	1	$3,000.00
Continuum® Fire Content Package	$4,000.00	1	$4,000.00
Continuum® Geocoding	$1,000.00	1	$1,000.00
Slate™	$9,720.00	1	$9,720.00
Slate™ Text/SMS	$1,500.00	1	$1,500.00
		Milestone 1 Total	$69,744.00

MILESTONE 2

Go Live. The parties understand that while the system can be infinitely configured and refined, that the software system must reach a level of readiness and it must "go-live" for usage by the end-users in its intended use cases. Client may desire staged roll out of different features or products for large implementations, or Client may desire to have all functions go live all at once. In the interest of defining a fair and objective measurement point, this Go Live Milestone will be complete when the Client's Software system processes, receives, transmits, generates, or otherwise interacts with the first non-test data record, excluding non-test data which is migrated on a one-time basis from another system.

Description	Unit Price	Quantity	Extended Amount
CAD Distribution	$3,500.00	1	$3,500.00
Other CAD Vendor	$0.00	1	$0.00
Webinar Training 2hr Session	$450.00	3	$1,350.00
Onsite Training Session - 8 Hours	$1,800.00	3	$5,400.00
Travel	$1,750.00	1	$1,750.00
Elite Site to Site Transfers	$500.00	1	$500.00
NFPA 1 2018	$128.00	1	$128.00
NFPA 101 2018	$128.00	1	$128.00
		Milestone 2 Total	$12,756.00

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis.	Within four (4) hours of initial notification	24 Business hours
Low	- User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.,* public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: ((a – b) / a) x 100, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement ("Agreement") dated 05/31/2022 (the "Effective Date"), is entered into by and between **City of City of Gulfport, Mississippi** located at 2309 15th Street, Gulfport, Mississippi 39501 (the "Covered Entity") and ImageTrend, Inc. a Minnesota corporation (the "Business Associate").

WHEREAS, Covered Entity (also referred to as "Client") and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI"); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations**. Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable

state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI**. Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.

3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to,

and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees

to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation**.

   A. HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be

considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq*. Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

B. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

C. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages,

costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

A. **If Client is a Governmental Entity the following clause does <u>not</u> apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.

B. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. <u>Term and Termination.</u>

A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

B. Covered Entity shall have the right to terminate this Agreement for any reason upon

thirty (30) days written notice to Business Associate.

C. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
   A. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
   B. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.

D. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.

E. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

F. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS SECTION APPLY ONLY TO THE EXTENT ALLOWED BY MISSISSIPPI LAW.
12.

13. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this

section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

14. **Miscellaneous.**
    A. **Notice**. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

    If to Covered Entity:

    ATTN: Compliance Department
    2309 15th Street
    Gulfport, Mississippi 39501

    If to Business Associate:

    ImageTrend, Inc.
    Attn: Michael J. McBrady
    20855 Kensington Blvd.
    Lakeville, MN 55044

15. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

16. **Assignment**. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

17. **Severability**. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

18. **Entire Agreement**. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be

binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

19. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Covered Entity is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Covered Entity is located.

20. **Equitable Relief**. The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

21. **Nature of Agreement; Independent Contractor**. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

22. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree

Client City of Gulfport	**ImageTrend**
Signature:	Signature: Joseph T. Graw (Jul 5, 2022 10:46 CDT)
Print Name: Billy Hewes	Print Name: Joseph T. Graw
Title: Mayor	Title: President
Date: June 22, 2022	Date: Jul 5, 2022

DATA EXCHANGE AUTHORIZATION

Between ImageTrend, Inc. ("ImageTrend"), a Minnesota Corporation located at 20855 Kensington Blvd., and City of Gulfport, Mississippi ("the Data Controller" and "Client") residing at 2309 15th Street Gulfport, Mississippi 39501 for transmitting ePHI data as identified below

Whereas; ImageTrend is a provider of data management services and a current Business Associate to the Data Controller and;

Whereas; the Data Controller wishes ImageTrend to exchange certain ePHI data from and to the Data Controller's System, in ImageTrend's capacity as a Business Associate

Data Exchange Purpose The purpose of this Data Exchange Authorization is to exchange Data Controller's data in accordance with the table below that lists the data exchange work items to be fulfilled by ImageTrend ("the Identified Data Exchanges"). It is Data Controllers sole obligation to ensure the "Destination" column is accurate. ImageTrend will fulfill and exchange data with the listed Destination party, and will not deviate from the identified destination unless ImageTrend is directed otherwise in writing by Data Controller. Notwithstanding any term to the contrary, ImageTrend shall not be liable in any manner for sending or receiving data as outlined below; Data Controller assumes all risk for the data source(s) and destination(s) identified below.

Description	Quote Description	Data Source	Data Destination
Elite Site to Site Transfers	Elite Site to Site Transfers allows your agency to transfer EMS incidents in the field from your agency to other agencies using an Elite site that exists outside of your Elite System. The setup is based on a per agency basis.	ImageTrend at Lakeville, MN 55044	Harrison County

Authorization. Data Controller hereby authorizes ImageTrend to transmit, import, and/or disclose in accordance with the Identified Data Exchanges, and to transmit, import and/or disclose other data reasonably necessary to achieve the purpose of each work line item outlined in the table above. This Agreement modifies any prior agreements of the parties only to the extent necessary to effect this agreement, and does not otherwise change the terms of any prior agreements between the parties.

Right to Revoke or Terminate. Data Controller may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

The Parties hereby agree to this Data Exchange Authorization:

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree

Client City of Gulfport	IMAGETREND®
Signature:	Joseph T. Graw (Jul 5, 2022 10:46 CDT)
Print Name: Billy Hewes	Joseph T. Graw
Title: Mayor	President
Date: June 22, 2022	Date: Jul 5, 2022

NFPA SUBSCRIPTION PACKAGE FOR SOFTWARE TIERED PRICING

The Unit Price per Account allows access to specified NFPA standard(s) for citation purposes within ImageTrend's inspection software for each of ImageTrend's Customers' users.

For the purpose of this subscription package, "User" shall mean any individual agency, fire department, or governmental entity authorized to use ImageTrend Software. For example, State X subscribes to ImageTrend Software and provides 50 constituent fire departments with access to use the Software, including access to the Licensed Material. In this case, there are 51 Users under the State X Account, for which NFPA shall charge ImageTrend the corresponding Unit Price per Account ($320 for access to NFPA 1 (2018)).

Standards	Edition	Title	Number of Users	Unit Price Per Account
NFPA® 1	2012, 2015, 2018,	Fire Code	1-10 Users	$128
			11-25 Users	$192
			26-50 Users	$256
			51-100 Users	$320
			101+ Users	$384
NFPA 101®	2012, 2015, 2018,	Life Safety Code	1-10 Users	$128
			11-25 Users	$192
			26-50 Users	$256
			51-100 Users	$320
			101+ Users	$384

MAULDIN & JENKINS
CPAs & ADVISORS

August 10, 2022

Honorable Mayor and Members of the
City Council
City of Gulfport, Mississippi
1410 24th Avenue
Gulfport, Mississippi 39501

Attn: Todd Harman, Director of Finance and Accounting

We are pleased to confirm our understanding of the services we are to provide the City of Gulfport, Mississippi (the City) for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Gulfport, Mississippi as of and for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Schedule of City's Proportionate Share of the Net Pension Liability – MPERS
2. Schedule of City's Proportionate Share of the Net Pension Liability – MMRS
3. Schedule of City Contributions – MPERS
4. Schedule of City Contributions – MMRS
5. Schedule of Budget to Actual – Budgetary Basis – General Fund
6. Schedule of Budget to Actual – Budgetary Basis – CDBG Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Combining and individual fund statements and schedules.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Council for the City of Gulfport, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein.

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for

presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes): and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of

the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Gulfport, Mississippi's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Gulfport's major programs. The purpose of these procedures will be to express an opinion on the City of Gulfport's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with

Government Auditing Standards. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Gulfport, Mississippi; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.
We expect to begin our audit at a convenient time for management and to issue our reports no later than September 30, 2022. David Irwin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for the financial and compliance audit will be $75,000 for the year ended September 30, 2021. Our fee for the Single Audit will be $6,000 per major program. Our hourly rates vary according to the degree of

responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the City of Gulfport, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

David Irwin

DI:pm

RESPONSE:

This letter correctly sets forth the understanding of the City of Gulfport, Mississippi.

By: _____

Title: 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 PROVIDING FOR THE SALARY OF COMPENSATION FOR ONE (1) "BUDGET ANALYST" POSITION IN THE CITY OF GULFPORT, MISSISSIPPI'S DEPARTMENT OF FINANCE AND ACCOUNTING AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

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

WHEREAS, the salary of compensation for the employees holding the following position shall fall within the ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: one (1) "Budget Analyst" position within the City of Gulfport shall fall within the range set for Grade 205 ($44,010.34 - $65,525.40); 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 "Budget Analyst" position is hereby being added to this new 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 "Budget Analyst" position is hereby added to "Grade 205" in the new grade schedule for salaries of compensation previously approved by the City's Governing Authority on October 6, 2020.

SECTION 3. That the salary of compensation for the employees holding the position outlined in the preamble hereto 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) 'Budget Analyst' position in the City of Gulfport's Department of Finance and Accounting in Grade 205 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

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: Budget Analyst / Grade 205 / Finance Department Ordinance Request

DATE: September 9th, 2022

The Department of Finance is requesting fund the Budget Analyst position to Grade 205. This position was approved in the FY 23 Budget. This position is being presented with the FY 23 budget year, as the position meets the $40,000 rule for being officially funded via an Ordinance Request.

City of Gulfport, Mississippi
Job Description

Budget Analyst in Department of Finance and Accounting
(BANY-FAD)

Department: 145B – General Administration
EEO Class: Professional
FLSA Status: Exempt
Date Revised: 10/22/2021
Date Approved: 11/16/2021

Position Overview

This is a position under the general supervision of the Director of the Department of Finance and Accounting. This individual will generally be responsible for analyzing and monitoring the City's operational and capital budgets to ensure prudent spending by performing various duties set forth in this description and as may be assigned. Under limited supervision, this position will apply professional accounting principles, policies and procedures in the effective, efficient and timely performance of budgeting functions associated with City government.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- Provides control and check point for spending of all funds and/or departments within the City.
- Monitors operational and capital budgets for compliance. Works with finance departmental staff and operational departmental staff to alleviate any budgetary concerns.
- Monitors grant revenues/receipts to ensure timely processing of grant funding requests and proper posting of grant receipts.
- Reviews, processes, and posts all budget amendments for City Council.
- Reviews, processes and posts all budget amendments submitted by operational departmental staff.
- Coordinates the annual budgetary process to ensure timely and accurate entry to MUNIS or other applicable/appropriate programs.
- Monitors payroll and benefits to ensure budgetary compliance through the fiscal year and to provide guidance on budgetary constraints associated with hiring new personnel or giving raises to existing personnel.
- Conducts various complex statistical analyses of financial information and prepares related summary reports, financial models and/or studies, spreadsheets, and charts for presentation to City employees and officials, as required.
- Identifies and defines issues, determines appropriate methods of approach and analysis, and conducts and/or facilitates analysis of relevant data.

- Assists with the forecasting of future revenues, expenditures and financial trends, analyzes sources of revenue, and projects future income.
- Conducts budget research and analysis and prepares spreadsheets, databases, and reports.
- Reviews, generates, prepares, presents, and submits various records and reports associated with duties and responsibilities, including, but not limited to, budgetary reports, statistical analyses, charts, and graphs.
- Develops an in-depth understanding of the City's finance and budgeting system and provides support for the annual maintenance and updates required to keep the system functioning in an optimal manner.
- Facilitates budget training and outreach with other City departments and offices.
- Assists staff with administrating the City's budget system and provides end-user support as needed. Works with other city departments and offices to develop and maintain performance measures.
- Performs all work in compliance with applicable policies, procedures, regulations, laws, and generally accepted accounting principles.

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.

- Working knowledge of Microsoft Office products including Word, Excel, Power Point and Access.
- Must be familiar with computerized budget tracking methods and inventory methods.
- Strong interpersonal skills, with the ability to interact effectively both verbally and in writing with citizens, vendors and staff from other city departments.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Establish and maintain cooperative and effective working relationships with other employees, and vendors.
- Prepare clear and concise reports on technical material.
- Strong analytical and problem solving skills.
- Ability to design and maintain complex spreadsheets and data bases utilizing Microsoft excel software.
- Technical knowledge regarding computer related questions and/or support.
- Knowledge of the principles and practices of governmental budgeting and accounting.
- Ability to compile and analyze data and ability to perform and understand general mathematical calculations associated with accounting.

- Knowledge of the operating departments normally found in a municipality and their budgeting requirements.
- Ability to work under pressure with strict time constraints and ability to organize and prioritize tasks.

Education and Experience

Associates degrees in Finance, Accounting or Business Administration or related field required. Bachelor's degree in Finance, Accounting or Business Administration or related field preferred. Three to five years related experience and/or training preferred. A combination of education and experience will be considered.

Required Licenses or Certificates

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 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 ONE (1) "CIVIL SERVICE CLERK" POSITION 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 ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: one (1) "Civil Service Clerk (part-time)" position within the City of Gulfport shall fall within the range set for Grade 100 ($17,665.16 - $26,301.02); 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 "Civil Service Clerk (part-time)" position is hereby being added to this new 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 "Civil Service Clerk (part-time)" position is hereby added to "Grade 100" in the new grade schedule for salaries of compensation previously approved by the City's Governing Authority on October 6, 2020.

SECTION 3. That the salary of compensation for the employees holding the position outlined in the preamble hereto 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) 'Civil Service Clerk (part-time)' position in the City of Gulfport in Grade 100 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

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: Personnel Specialist / Grade 100 / Human Resources Department Ordinance Request

DATE: September 9th, 2022

The Manager of the Human Resources Department is requesting to add the Civil Service Clerk (PT) position to Grade 100. This position was approved in the FY 23 Budget.

City of Gulfport, Mississippi
Job Description

Civil Service Clerk
(CSCK)

Department: 155 – Civil Service
EEO Category: Clerical
Date Revised: 09/01/2022

FLSA Status: Non-Exempt
Date Approved:

Position Overview

The Civil Service Clerk is responsible for assisting the Civil Service Commission in the performance of its duties and for effectively and efficiently discharging all responsibilities and tasks associated with the daily operation of the Commission Office.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Sorts, files or distributes mail, documents, and other materials relative to the business of the office. Composes routine, accurate correspondence and other correspondence as directed, compiles reports from designated information.
- Maintains and creates office files in an efficient, effective and confidential manner.
- Serves as office receptionist, as needed; provides information to others on an as needed basis and subject to the degree of confidentiality required.
- Serves as Notary to further promote the efficiency of the office.
- Maintains timely and appropriate communications with all members of the Commission, City employees, and the general public.
- Maintains files of Rules and Regulations, waivers, and ensures accuracy in application.
- Ensures efficient and proper handling of all Commission orders and directives.

- Prepares agendas for Commission meetings in an accurate and timely manner and distributes as required; ensures that all information relative to agendas is available to Commission member and others having a valid need.

- Attends all Commission meetings and prepares and distributes accurate minutes of each meeting on a timely basis.

- Attends all Hearings and ensures progress in accordance with established procedure.

- Issues Subpoenas of Witnesses and/or Subpoenas Duces Tecum.

- Ensures confidentiality when appropriate in all discussions and correspondence regarding Commission matters.

- Ensures the integrity of all testing, maintains procedures designed to instill confidence in the entire examination process, and tests applicants as directed.

- Attends various functions and represents Commission when needed.

- Schedules and maintains all civil service positions testing schedules and schedules applicants for all civil service testing.

Knowledge, Skills and Abilities

Must posses 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.

- Must have a command of the English language, spelling and mathematics.

- Must possess knowledge of modern office practices, procedures, techniques, systems and all office equipment.

- Must be able to demonstrate a 35 wpm typing skill.

- Must have a command of writing, including accurate and effective composing of correspondence.

- Possesses the ability to be courteous and present an understanding

attitude at all times.

- Possesses the ability to perform required duties without direct supervision.
- Possesses the ability to effectively communicate both orally and in writing.

- Uses initiative and independent judgment.

Education and Experience

High School graduate or acceptable equivalent. Some college coursework is preferred. Prior experience of a progressively responsible nature in office work is required. Legal secretary experience desirable.

Licenses or Certificates

None.

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 SUBSTITUTION AND REPLACEMENT OF THE FOUR (4) POSITIONS OF "COMPUTER SUPPORT SPECIALIST" (GRADE 109) IN THE CITY OF GULFPORT'S DEPARTMENT OF INFORMATION TECHNOLOGY WITH FOUR (4) "IT SUPPORT SPECIALIST I" POSITIONS (GRADE 109) IN THE CITY'S SALARY GRADE SCHEDULE, PROVIDING FOR THE SALARIES OF COMPENSATION FOR THESE FOUR (4) "IT SUPPORT SPECIALIST I" POSITIONS (GRADE 109) AND FOR THOSE EMPLOYEES SERVING IN THESE POSITIONS, 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, there is a need to re-name and re-constitute the four (4) current positions of "Computer Support Specialist" within the City of Gulfport's Department of Information Technology and to change the titles of these positions to be "IT Support Specialist I" and, as such, to then substitute and replace the existing four (4) "Computer Support Specialist" positions in this Department in the City's Salary Grade Schedule with the four (4) "IT Support Specialist I" positions, with such positions of "IT Support Specialist I" to remain in Grade 109 in this Salary Grade Schedule and the replaced and substituted four (4) positions of "Computer Support Specialist" in the Department of Information Technology to no longer be included in the Salary Grade Schedule as a result thereof; and

WHEREAS, there is accordingly a need to provide for the salary of compensation for the four (4) "IT Support Specialist I" positions in the City's Department of Information Technology (formerly to be known as the "Computer Support Specialist" positions) and the salaries of compensation for the employees holding the positions of "IT Support Specialist I" (four (4) positions) within the City's Department of Information Technology should fall within the range set for Grade 109 ($32,476.34 - $48,183.61) in the City's presently existing Salary Grade Schedule (which is the same Grade where the formerly known positions of "Computer Support Specialist" in this Department were found); and

WHEREAS, the salaries 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 four (4) noted "IT Support Specialist I" positions are hereby officially 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 four (4) "Computer Support Specialist" positions within the City's Department of Information Technology are hereby deleted and removed from the City's Salary Grade Schedule and are hereby substituted by and replaced with the four (4) "IT Support Specialist I" positions within this Department, which positions are hereby added to and funded in "Grade 109" in the new/latest grade schedule for salaries of compensation previously approved by the City's Governing Authority on October 6, 2020, (generally referred to as the "Salary Grade Schedule"), with the understanding that references to "Computer Support

Specialist" as being a position (within the Department of Information Technology and being replaced herein) in the Salary Grade Schedule (Grade 109) shall be removed therefrom.

SECTION 3. That the salaries of compensation for the employees holding these four (4) positions (the "IT Support Specialist I" positions within the City's Department of Information Technology) 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 removal of four (4) positions of 'Computer Support Specialist' (Grade 109) in the City of Gulfport's Department of Information Technology from the City's Salary Grade Schedule and provides for the salary of compensation for four (4) 'IT Support Specialist I' positions in substitution and replacement of such 'Computer Support Specialist' positions in Grade 109 in the

City's 'Salary Grade Schedule' and for those employees serving in these positions. 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

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
Todd Harman, Director of Finance
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: IT Support Specialist I & II - GIS Analyst Ordinance Request per FY23 Budget

DATE: September 9th , 2022

The Director of Technology & Information Management is requesting a job title change for the following position.

Computer Support Specialist → IT Support Specialist I

The Director of Technology & Information Management is also requesting a new position be added to the Grade Step Chart. There will be a total of 4 positions with this job title.

New Position: IT Support Specialist II added to Grade 110.

The Director of Technology & Information Management is also requesting a grade change to the following position. There is a total of 1 position with this job title.

All of the above changes will be approved in the 2023 Budget, and are set for the September 20th Council meeting to go in affect October 1st.

City of Gulfport
Job Description

IT Support Specialist I (ITSSI)

Department: 145B – General Administration FLSA Status: Non-Exempt
EEO Class: Office & Clerical
Grade:
Date Approved: 1/4/2022

Position Overview

The IT Support Specialist I installs, modifies, and makes minor repairs to computer hardware and software systems, and provides technical assistance and training to system users. This position does include some nights and weekend work.

Essential Job Functions

Essential duties and functions, pursuant to the American with Disabilities Act, may include the following. Other related duties maybe assigned.

- Installs, configures and upgrades operating systems and software, using standard business and administrative packages; may modify specific applications for use in operational departments.
- Installs, assembles and configures computers, monitors, network infrastructure and peripherals such as printers, scanners and related hardware; pulls cables and rewires or directs the rewiring of cables as required for new installations and office reconfiguration.
- Troubleshoots problems with computer systems, including troubleshooting hardware and software, e-mail, network and peripheral equipment problems; makes repairs and corrections where required.
- Acts as a technical resource in assisting users to resolve problems with equipment and data; staffs a centralized help desk to facilitate exchange of information and advice; implements solutions or notifies outsource providers as required.
- Assists in instructing City staff in the use of standard business and administrative software, including word processing, spreadsheets and database management; provides instruction or written documentation where required.
- Maintains current knowledge of hardware, software and network technology and recommends modifications as necessary.
- Provides updates, status, and completion information to manager, problem request tracking system, and/or users, via voice mail, e-mail, or in-person communication.
- Refers major hardware problems to service personnel for correction.
- Ability to climb ladders and/or use of manlifts.
- Ability to run wires and cables in buildings for new installation or replacement.

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.

- Must possess thorough knowledge of computer hardware, software and peripherals such as central processing units, servers, monitors, cables, network systems, printers, plotters and modems.
- Is thoroughly familiar with the functions, operations and technology related to City financial, business and administrative applications and related hardware and software.
- Has knowledge of current technology related to City applications, networks and telecommunications and the equipment and software required to maximize system support.
- Understands procedures for installing, configuring, upgrading, troubleshooting and repairing applicable software, hardware and peripherals.

- Has in-depth knowledge of principles, practices, hardware and software related to the establishment and maintenance of LAN's and WAN's.
- Possess the verbal skills necessary for explaining technical concepts and procedures to non-technical users.
- Must possess knowledge of installing, configuring and upgrading operating systems and software.
- Possesses the knowledge and ability of installing, configuring, assembling and repairing computers, monitors, network infrastructure and peripherals such as printers and related hardware.
- Must be able to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Must possess the ability to write reports, business correspondence, and procedure manuals.
- Must possess the ability to define problems, collect data, establish facts, and draw valid conclusions.
- Must be able to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Education and Experience

Equivalent to completion of two years of college-level coursework in computer science, information technology or a related field and two years of general computer installation, maintenance and repair experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job as listed above.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license.
A+ and Microsoft certifications preferred.

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 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 kneeling, and stooping to perform the essential functions. Working conditions will also including climbing ladders, using mechanical lifts, and entering/operating in confined spaces. These employees are also subject to call out for emergency situations with the potential of weekend and night shifts.

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
Todd Harman, Director of Finance
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: IT Support Specialist I & II - GIS Analyst Ordinance Request per FY23 Budget

DATE: September 9th , 2022

The Director of Technology & Information Management is requesting a job title change for the following position.

Computer Support Specialist → IT Support Specialist I

The Director of Technology & Information Management is also requesting a new position be added to the Grade Step Chart. There will be a total of 4 positions with this job title.

New Position: IT Support Specialist II added to Grade 110.

The Director of Technology & Information Management is also requesting a grade change to the following position. There is a total of 1 position with this job title.

All of the above changes will be approved in the 2023 Budget, and are set for the September 20th Council meeting to go in affect October 1st.

City of Gulfport
Job Description

IT Support Specialist II (ITSSII)

Department: 145B – General Administration FLSA Status: Non-Exempt
EEO Class: Office & Clerical
Grade:
Date Approved: 1/4/2022

Position Overview

The IT Support Specialist II installs, modifies, and makes minor repairs to computer hardware and software systems, and provides technical assistance and training to system users. This position does include some nights and weekend work.

Essential Job Functions

Essential duties and functions, pursuant to the American with Disabilities Act, may include the following. Other related duties maybe assigned.

- Maintains network software and hard ware, including network security appliances and software, network analysis equipment, wireless equipment, and file/database servers.
- Installs or assists technicians in installation of hardware and peripheral components such as monitors, keyboards, printers, and disk drives.
- Performs basic Database Administration (DBA) function including database design and performance tuning.
- Performs data backup system administration and maintenance
- Performs email system administration and maintenance
- Installs, configures and upgrades operating systems and software, using standard business and administrative packages; may modify specific applications for use in operational departments.
- Installs, assembles and configures computers, monitors, network infrastructure and peripherals such as printers, scanners and related hardware; pulls cables and rewires or directs the rewiring of cables as required for new installations and office reconfiguration.
- Troubleshoots problems with computer systems, including troubleshooting hardware and software, e-mail, network and peripheral equipment problems; makes repairs and corrections where required.
- Acts as a technical resource in assisting users to resolve problems with equipment and data; staffs a centralized help desk to facilitate exchange of information and advice; implements solutions or notifies outsource providers as required.
- Assists in instructing City staff in the use of standard business and administrative software, including word processing, spreadsheets and database management; provides instruction or written documentation where required.
- Maintains current knowledge of hardware, software and network technology and recommends modifications as necessary.
- Provides updates, status, and completion information to manager, problem request tracking system, and/or users, via voice mail, e-mail, or in-person communication.
- Refers major hardware problems to service personnel for correction.
- Ability to climb ladders and/or use of manlifts.
- Ability to run wires and cables in buildings for new installation or replacement.

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 principles and techniques of analysis, design, development and implementation of complex computer and telecommunication systems.
- Knowledge of fundamental techniques of programming and experience with programming languages, tools, report writers, SQL, etc.
- Moderate knowledge in Microsoft Windows Desktop and Server operating systems.
- Extensive knowledge of Microsoft Office Suite.
- Moderate knowledge of network protocols and services including TCP/IP, DNS, DHCP.
- Ability to work effectively on several projects concurrently.
- Ability to write reports, business correspondence, and procedure manuals.
- Ability to communicate effectively both verbally and in writing.
- Must possess thorough knowledge of computer hardware, software and peripherals such as central processing units, servers, monitors, cables, network systems, printers, plotters and modems.
- Is thoroughly familiar with the functions, operations and technology related to City financial, business and administrative applications and related hardware and software.
- Has knowledge of current technology related to City applications, networks and telecommunications and the equipment and software required to maximize system support.
- Understands procedures for installing, configuring, upgrading, troubleshooting and repairing applicable software, hardware and peripherals.
- Has in-depth knowledge of principles, practices, hardware and software related to the establishment and maintenance of LAN's and WAN's.
- Possess the verbal skills necessary for explaining technical concepts and procedures to non-technical users.
- Must possess knowledge of installing, configuring and upgrading operating systems and software.
- Possesses the knowledge and ability of installing, configuring, assembling and repairing computers, monitors, network infrastructure and peripherals such as printers and related hardware.
- Must be able to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Must possess the ability to write reports, business correspondence, and procedure manuals.
- Must possess the ability to define problems, collect data, establish facts, and draw valid conclusions.
- Must be able to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Education and Experience

Equivalent to completion of two years of college-level coursework in computer science, information technology or a related field and two years of general computer installation, maintenance and repair experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job as listed above.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license.
A+ and Microsoft certifications preferred.

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 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 kneeling, and stooping to perform the essential functions. Working conditions will also including climbing ladders, using mechanical lifts, and entering/operating in confined spaces. These employees are also subject to call out for emergency situations with the potential of weekend and night shifts.

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 SUBSTITUTION AND REPLACEMENT OF THE POSITION OF "PERMIT AND LICENSING MANAGER" (GRADE 109) FOR THE "LEAD CODE ENFORCEMENT OFFICER" POSITION (GRADE 109) IN THE CITY OF GULFPORT'S SALARY GRADE SCHEDULE, PROVIDING FOR THE SALARY OF COMPENSATION FOR THIS ONE (1) "PERMIT AND LICENSING MANAGER" (GRADE 109) POSITION IN THE DEPARTMENT OF URBAN DEVELOPMENT IN THE CITY OF GULFPORT 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, there is a need to re-name and re-constitute the position of "Lead Code Enforcement Officer" within the City of Gulfport's Urban Development Department and to change the title of this position to be "Permit and Licensing Manager" and, as such, to then substitute and replace the existing one (1) "Lead Code Enforcement Officer" position in the City's Salary Grade Schedule with the "Permit and Licensing Manager" position, with such position of "Permit and Licensing Manager" to remain in Grade 109 in this Salary Grade Schedule and the replaced and substituted position of "Lead Code Enforcement Officer" to no longer be included in the Salary Grade Schedule as a result thereof; and

WHEREAS, there is accordingly a need to provide for the salary of compensation for the one (1) "Permit and Licensing Manager" position in the City's Department of Urban

Development (formerly to be known as the "Lead Code Enforcement Officer" position) and the salary of compensation for the employees holding the position of "Permit and Licensing Manager" (one (1) position) within the City's Department of Urban Development should fall within the range set for Grade 109 ($32,476.34 - $48,183.61) in the City's presently existing Salary Grade Schedule (which is the same Grade where the formerly known position of "Lead Code Enforcement Officer" was found); 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) noted "Permit and Licensing Manager" position is hereby officially 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) "Lead Code Enforcement Officer" position within the City's Department of Urban Development is hereby deleted and removed from the City's Salary Grade Schedule and is hereby substituted by and replaced with the one (1) "Permit and Licensing Manager" position within this Department, which position is hereby added to and funded in "Grade 109" in the new/latest grade schedule for salaries of compensation previously approved by the City's Governing Authority on October 6, 2020, (generally referred to as the "Salary Grade Schedule"), with the understanding that references to "Lead Code Enforcement Officer" as being a position in the Salary Grade Schedule (Grade 109) shall be removed therefrom.

SECTION 3. That the salary of compensation for the employees holding this one (1) position (the "Permit and Licensing Manager" position within the City's Department of Urban Development) 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 removal of the position of 'Lead Code Enforcement Officer' (Grade 109) from the City of Gulfport's Salary Grade Schedule and provides for the salary of compensation for one (1) 'Permit and Licensing Manager' position in substitution and replacement of such 'Lead Code Enforcement Officer' position in Grade 109 in the City's 'Salary Grade Schedule' and for those employees serving in these positions. 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

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
Todd Harman, Director of Finance
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: Urban Development – Job Title Change of Lead Code Enforcement Officer

DATE: September 9th , 2022

Urban Development with the approval of the CAO is requesting a job title change to the following position:

Lead Code Enforcement Officer → Permit & Licensing Manager

This position will be located in Grade 109 and there will be 1 position with this job title.

All of the above changes will be approved in the 2023 Budget, and are set for the September 20th Council meeting to go in affect October 1st.

City of Gulfport
Job Description

Permitting and Licensing Manager (PLM)

Department: Urban Development
FLSA Status: Non-Exempt
EEO Class: Office & Clerical Grade 108
Date Revised: 09/09/2022
Date Approved:

Position Overview

Permitting and Licensing Manager performs managerial and clerical duties including the supervision of workers engaged in varied clerical or other operations of an office in a division or department. The PLM will determine procedures of work; issue written and verbal instructions; assign duties to employees and check their work for accuracy and neatness; assist in compiling composite reports; coordinate the work of various units and maintain harmony among workers; adjust errors and handle complaints. The work involves responsibility for interpreting and carrying out the rules, regulations, and policies of the department.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- Directly deal with customers through various ways: face to face, by phone, by electronic mails responding to account and billing inquiries and adjustments, requests for service and other issues related to water utility services.
- Plans, assigns, reviews, and coordinates the activities of staff over which supervision is exercised.
- Verifies, records, and other documents.
- Use various computer applications to prepare documents, data entry, and email.
- Scan and attach documents into Tyler Content Management by account/customer number.
- Assist staff in answering phone and responding to customer inquiries.
- Assist customers with inspection requests, permit applications, privilege licenses applications and collection of fees.
- Handles difficult customer inquiries; assist them in resolving issues.
- Reviews existing work procedures and revise work flow process as necessary.
- Answers correspondence concerning operations of the department
- Prepares and maintains routine records and reports; assists in compiling specialized composite reports.
- Confers with and assists administrative superiors in solving problems affecting the office operation.
- Acts as Secretary for the Construction Board
- Receives the Clerks batches and verifies they are correct.
- Transport received batches to Accounts Payable and verifies they are correct.
- Accepts payments by cash, check, and credit card. Balance and prepare deposit daily. Safeguarding cash/check.
- Motivate, inspire, train and direct coworkers on the best ways to approach and relate to customers.
- Accept and process E-billing forms/set up in system.
- Provide feedback on performance of coworkers to supervisor and manager for staff evaluation and reward purposes

DRAFT

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 modern office methods and procedures along with a strong understanding of MUNIS and Tyler Products.
- Ability to plan, assign and supervise the work of subordinates.
- Strong written and verbal communication abilities.
- Ability to express ideas effectively.
- Ability to follow a systematic method of performing a task.
- Ability to use analytical thinking and reasoning to solve a problem.
- Exceptional communication skills by the ability to communicate effectively with face to face and phone customers with a clear and concise understanding.

Education and Experience

High school graduate or equivalent. Additional coursework in business or accounting. Must have at least three (3) years of work experience involving customer service, clerical/data entry, with at least 4 years of supervisory experience. Must have experience working in a municipality or county setting issuing, tracking and working permits and licenses. Or an equivalent combination of education, training and experience.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license.

Physical Demands and Working Conditions

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.

DRAFT

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 SUBSTITUTION AND REPLACEMENT OF THE FOUR (4) POSITIONS OF "CLERK I" (GRADE 103) IN THE CITY OF GULFPORT'S DEPARTMENT OF URBAN DEVELOPMENT WITH FOUR (4) "PERMIT AND LICENSING SPECIALIST" POSITIONS (GRADE 103) IN THE CITY'S SALARY GRADE SCHEDULE, PROVIDING FOR THE SALARIES OF COMPENSATION FOR THESE FOUR (4) "PERMIT AND LICENSING SPECIALIST" POSITIONS (GRADE 103) AND FOR THOSE EMPLOYEES SERVING IN THESE POSITIONS, 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, there is a need to re-name and re-constitute the four (4) current positions of "Clerk I" within the City of Gulfport's Urban Development Department and to change the titles of these positions to be "Permit and Licensing Specialist" and, as such, to then substitute and replace the existing four (4) "Clerk I" positions in this Department in the City's Salary Grade Schedule with the four (4) "Permit and Licensing Specialist" positions, with such positions of "Permit and Licensing Specialist" to remain in Grade 103 in this Salary Grade Schedule and the replaced and substituted four (4) positions of "Clerk I" in the Department of Urban Development to no longer be included in the Salary Grade Schedule as a result thereof; and

WHEREAS, there is accordingly a need to provide for the salary of compensation for the four (4) "Permit and Licensing Specialist" positions in the City's Department of Urban

Development (formerly to be known as the "Clerk I" positions) and the salaries of compensation for the employees holding the positions of "Permit and Licensing Specialist" (four (4) positions) within the City's Department of Urban Development should fall within the range set for Grade 103 ($21,640.99 - $32,220.48) in the City's presently existing Salary Grade Schedule (which is the same Grade where the formerly known positions of "Clerk I" in this Department were found); and

WHEREAS, the salaries 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 four (4) noted "Permit and Licensing Specialist" positions are hereby officially 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 four (4) "Clerk I" positions within the City's Department of Urban Development are hereby deleted and removed from the City's Salary Grade Schedule and are hereby substituted by and replaced with the four (4) "Permit and Licensing Specialist" positions within this Department, which positions are hereby added to and funded in "Grade 103" in the new/latest grade schedule for salaries of compensation previously approved by the City's Governing Authority on October 6, 2020, (generally referred to as the "Salary Grade Schedule"), with the understanding that references to "Clerk I" as being a position (within the Department of Urban Development and being replaced herein) in the Salary Grade Schedule (Grade 103) shall be removed therefrom.

SECTION 3. That the salaries of compensation for the employees holding these four (4) positions (the "Permit and Licensing Specialist" positions within the City's Department of Urban Development) 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 removal of four (4) positions of 'Clerk I' (Grade 103) in the City of Gulfport's Department of Urban Development from the City's Salary Grade Schedule and provides for the salary of compensation for four (4) 'Permit and Licensing Specialist' positions in substitution and replacement of such 'Clerk I' position in Grade 103 in the City's 'Salary Grade Schedule' and for those employees serving in these positions. 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

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
Todd Harman, Director of Finance
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: Urban Development – Job Title and Grade Change of Clerk I

DATE: September 9th , 2022

Urban Development with the approval of the CAO is requesting a job title change to the following position:

Clerk I → Permit & Licensing Specialist

This position will remain in the same grade at this time. (Grade 103)

City of Gulfport, Mississippi
Job Description

Permit & Licensing Specialist

Department: 611 - Planning
EEO Class: Office & Clerical
Date Revised: 09/06/2022

FLSA Status: Non-Exempt
Date Approved: 09/20/2022

Position Overview

Under general supervision, performs office support and administrative functions requiring customer service knowledge and previous computer experience. Work of this class involves the performance of clerical tasks that vary as to detail and method. Assignments are performed with supervision. Decisions necessitating changes in policies or regulations are referred to supervisor.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Receives application and plans for building and related permits.
- Answers phones and responds to customer requests.
- Identifies, researches, and resolves customer issues using the computer system.
- Receives inspection requests.
- Handles customer inquiries or directs them to the proper individual or office.
- Enters inspection requests, contractor licensing and permits into MUNIS building software.
- Collects and records fees.
- Files building permits and inspections.
- Makes mathematical calculations manually or by use of a calculator according to established methods.
- Accepting, processing, and balancing drawer to billing / payment processing system daily.
- Performs related work as required.

Knowledge, Skills and Abilities

Must posses 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 English, spelling, and math.
- Basic knowledge of modern office practices, procedures, equipment and standard clerical techniques.
- Ability to make mathematical calculations rapidly and accurately.

- Ability to understand and follow moderately complex oral and written instructions.
- Ability to establish and maintain effective work relations as necessitated by work assignments.
- Possess strong customer service skills.
- Ability to maintain harmonious and effective working relationships with other employees, supervisor and other departments.
- Ability to organize and review work for efficient results and accuracy.
- Ability to issue and follow oral and written instructions.
- Ability to maintain harmonious and effective working relationships with other employees, supervisor and other departments.

Education and Experience

High School graduate or equivalent. One year of general clerical experience, 1-2 years of customer service experience and 2 years of data entry is required. Minimum typing speed of 35 wpm. Cash handling experience is required. Other combinations of experience and education that meet the minimum requirements may be substituted.

Required 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 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 "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 ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: "Personnel Specialist" (one (1) position), which shall fall within the range set for Grade 107 ($28,366.74 - $42,234.22); and

WHEREAS, the salary of compensation as set out herein are in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) "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) "Personnel Specialist" position in the City'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 employee holding this one (1) position (the "Personnel Specialist" position) 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) 'Personnel Specialist' position in Grade 107 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

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: Personnel Specialist / Grade 107 / Human Resources Department Ordinance Request
No Change in Grade/Scale

DATE: September 9th, 2022

On September 14th 2022 the Personnel Specialist position will be vacated. Please provide an ordinance the Personnel Specialist at Grade 107. This position will be hired October 1 with Budget Year.

Approved in FY 23 Budget:
Job Title: Personnel Specialist
Grade Information:
Grade 107
Minimum Step: $28,366.74
Maximum Step: $42,234.22
Funding Max Amount: $36,656.42

Attachments:

- Current Job Description
- Organization Chart

City of Gulfport, Mississippi
Job Description

Personnel Specialist
(PSP)

Department: 145R – General Administration
EEO Category: Office & Clerical
FLSA Status: Non-Exempt
Date Revised: 5/20/2022
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.
- Responsible for other duties as assigned by the HR Manager

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. High School diploma or equivalent is required. 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 ONE (1) "PROJECT MANAGER" POSITION IN THE CITY OF GULFPORT, MISSISSIPPI'S DEPARTMENT OF PUBLIC WORKS 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 ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: one (1) "Project Manager" position within the City of Gulfport's Department of Public Works shall fall within the range set for Grade 205 ($44,010.34 - $65,525.40); 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 "Project Manager" position is hereby being added to this new 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 "Project Manager" position is hereby added to "Grade 205" in the new grade schedule for salaries of compensation previously approved by the City's Governing Authority on October 6, 2020.

SECTION 3. That the salary of compensation for the employees holding the position outlined in the preamble hereto 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) 'Project Manager' position in the City of Gulfport's Department of Public Works in Grade 205 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:

_____ _____

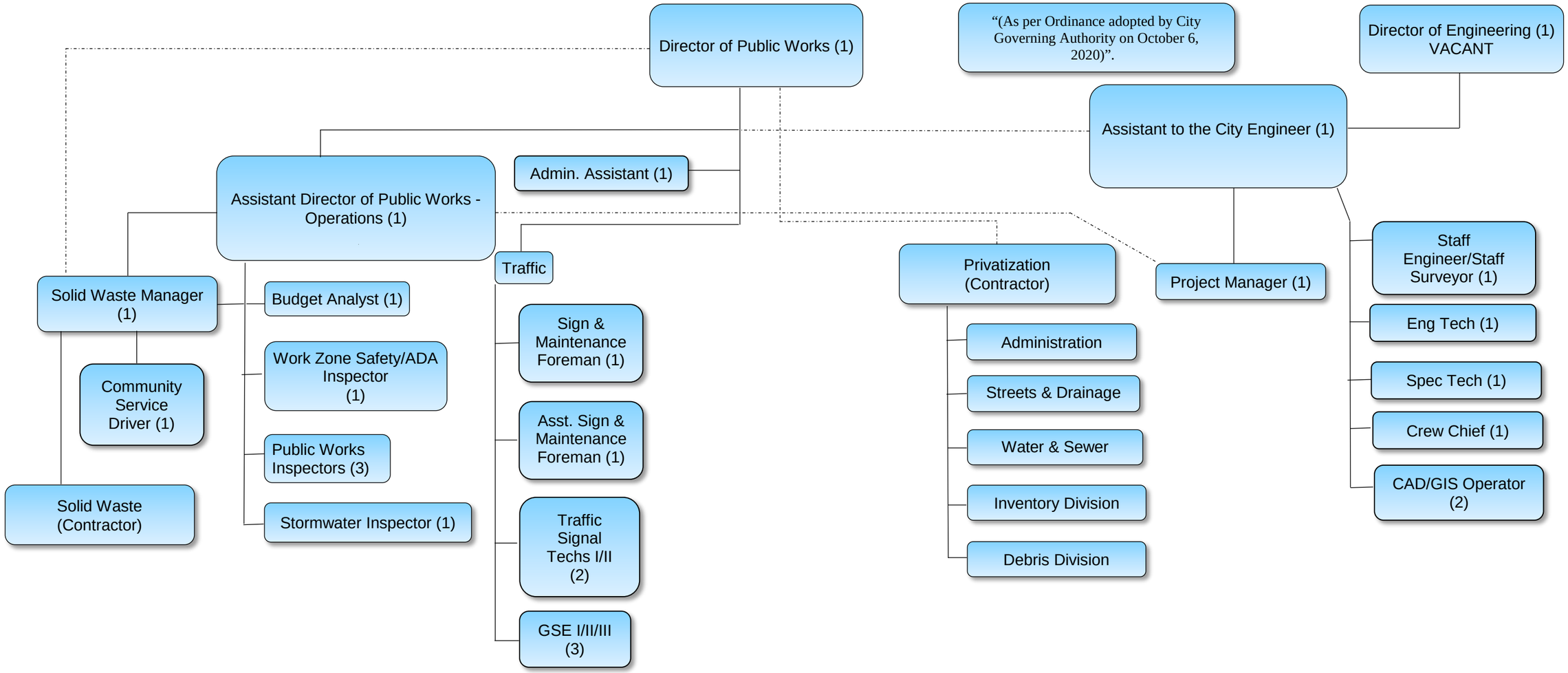
CLERK OF THE COUNCIL PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2022.

APPROVED:

_____
MAYOR

FY 2023
Department of Public Works/Engineering



1. The Department of Public Works is hereby established and shall be headed by a director who shall be appointed and shall serve pursuant to the provisions of Miss. Code Ann. 1972, Section 21-8-23. **If the position of Director of the Department of Engineering is vacant, the Director of the Department of Public Works shall simultaneously head the Department of Engineering until such time as this other director position is no longer vacant.**
2. The Department of Engineering is hereby established and shall be headed by a director who shall be appointed and shall serve pursuant to the provisions of Miss. Code Ann. 1972, Section 21-8-23. **If the position of Director of the Department of Public Works is vacant, the Director of the Department of Engineering shall simultaneously head the Department of Public Works until such time as this other director position is no longer vacant.**

City of Gulfport, Mississippi
Job Description

Project Manager
(EPM)

Department: 325 - Engineering
EEO Class: Technical
Date Written: 09/12/2022

FLSA Status: Exempt
Date Approved:

Position Overview

The Project Manager will provide oversight for all phases of Engineering projects, including all coordination, ensuring that all projects are being adhered to, meet quality standards, and proceed on schedule and within budget.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- With direction from Director or Assistant Director, responsible for overall prioritization of all engineering projects.
- Assist the engineering team with scheduling all projects; ensuring that timelines and budgets are adhered to.
- Track and control project schedules and associated costs to achieve completion of project within time and budget.
- Identify problems and potential problems affecting project deadlines and take necessary corrective actions.
- Review the timely approval of all change orders and billings, and cost control budget adjustments.
- Manages and publishes project schedules as it applies to all on-going projects. Review with engineering team members on a weekly basis.
- Develops and implements a quality assurance/quality control program and oversees execution.
- Serves as the day-to-day contact regarding project execution.
- Conducts field inspections.
- Assist in the preparation of reports, plans and proposals.
- Attend meetings as the City's and the Department's representative.
- Coordinates the schedules of the Director and Assistant Director
- Respond to public requests and concerns.
- Perform related duties as assigned.

Knowledge, Skills and Abilities

Must posses required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Experienced working on both private and public works projects.

- Ability to work under pressure and coordinate numerous activities and groups of people who need to cooperate to achieve maximum efficiency.
- Excellent oral and written communication skills.
- Critical thinking and problem solving skills, planning and organizing, decision making, and team work.
- Knowledge of project management technical tools.
- Working knowledge of cost control, budgeting and accurate reporting.
- Ability to communicate effectively with the public.
- Advanced computer skills with the ability to use Microsoft Word, Excel, Outlook, Project and PowerPoint.
- Familiarity with database information flow/costing software (CMIC)
- Knowledge of AutoCAD and other BIM software.
- Establish and maintain cooperative and effective working relationships with other employees, and contractors.
- Prepare clear and concise reports on technical material.
- Possess strong customer service skills.

Education and Experience

Bachelor degree in engineering, business, or related field. Experience leading projects. Strong time management and organizational skills, with the ability to multi-task. Works well interacting and collaborating in a team environment, as well as independently. Must be self motivated and have strong problem solving skills, and take proactive initiatives. Must be willing to work the hours necessary to meet project deadlines and specific tasks. One to two years project management experience. Other combinations of experience and education which meets the minimum requirements may be substituted

Required Licenses or Certificates

Must possess valid driver's license with insurable driving record.

Physical Demands and Working Conditions

Physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.

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: Utility Billing Dispatcher / Grade 105 /Utility Billing Department Ordinance Request

DATE: September 9th, 2022

The Utility Billing Department is requesting fund the Utility Billing Dispatcher position to Grade 105. This position was approved in the FY 23 Budget. This is a new position to be added to the department and this job title will only hold one employee.

City of Gulfport
Job Description

Utility Billing Dispatcher (UBD)

Department: Utility Billing
EEO Class: Office and Clerical
Date Revised: 8 10 22

FLSA Status: Non-Exempt
Date Approved:

Position Overview

Perform duties to assist meter technicians with the information and material they need to complete utility billing requests. Provide internal and external customer services by responding to questions and customer concerns and attempting to resolve the problem according to guidelines established by the department.

Essential Job Functions

Essential duties and functions, pursuant to the American with Disabilities Act, may include the following. Other related duties may be assigned.

- Assign service orders to meter technicians in billing software, Munis daily.
- Monitor service orders throughout the day for turn ons and reconnects and assign accordingly to the meter tech in the area.
- Assist in completing and canceling of service orders.
- Communicate with utility billing office and meter technicians regarding status of accounts, notify meter techs if payment is made before a disconnect, and provide meter information for meter techs as needed.
- Document and provide information found by meter techs in the field that needs to be corrected in the billing software to the billing staff.
- Utilize various computer applications preparing tags, data entry and email.
- Coordinate with Public Works to enter line locates and meter change outs.
- Answer incoming calls and resolve customer inquiries. Enter request in City Works, if unable to assist customer.
- Record the details of every action taken; as well as complaints, comments, and inquiries from customers, and maintain confidentiality of information.
- Completes work and projects in a thorough and timely manner with strong accuracy and attention to detail. Understands and follows directions from supervisor and others in the department.
- Floater for Lyman or Gulfport office as needed.

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.

- Exceptional customer service skills that involves receiving and responding to customers concerns and needs.
- Ability to remain calm in stressful and sometimes verbally abusive situations.
- Ability to work effectively under pressure and with frequent interruptions.
- Exceptional communication skills by the ability to communicate effectively with face to face and phone customers with a clear and concise understanding.
- Ability to communicate with other departmental staff and maintain an effective working relationship with others.
- Knowledge in basic clerical skills; not limited to typing, filing, and organizing, record keeping, basic mathematics and accounting techniques.
- Communicate effectively, both orally and in writing with customers, co-workers and others providing feedback and strong problem solving skills
- Self-sufficient in organization skills by completing assignments with accuracy and in a timely manner.
- Computer literate with the ability to learn the various software applications.
- Must demonstrate a typing speed of 30 wpm.
- Ability to make mathematical computation quickly and accurately.
- Ability to use analytical thinking and reasoning to solve a problem.
- Assertiveness - Ability to act in a self-confident manner to facilitate completion of a work assignment or to defend a position or idea and follow-up.
- Ability to follow a systematic method of performing a task.
- Ability to multi-task in a high pressure environment.
- Ability to apply city, state, and federal policies, laws and regulations.

Education and Experience

High school diploma is required. One to three years of cash handling experience. Two to three years of increasing responsible customer service and basic clerical experience, or an equivalent combination of education and/or training.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license.

Physical Demands and Working Conditions

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 ONE (1) "UTILITY BILLING DISPATCHER" POSITION 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 ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: one (1) "Utility Billing Dispatcher" position within the City of Gulfport shall fall within the range set for Grade 105 ($24,776.53 - $36,888.88); 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 "Utility Billing Dispatcher" position is hereby being added to this new 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 "Utility Billing Dispatcher" position is hereby added to "Grade 105" in the new grade schedule for salaries of compensation previously approved by the City's Governing Authority on October 6, 2020.

SECTION 3. That the salary of compensation for the employees holding the position outlined in the preamble hereto 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) 'Utility Billing Dispatcher' position in the City of Gulfport in Grade 105 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

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 ESTABLISH COVERAGE LIMITS AND OTHER PARTICULARS FOR CITY HEALTH INSURANCE FOR YE 2023, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport provides health insurance for its employees and eligible dependents according to certain terms and provisions establishing the financial contribution of the City and the financial contribution of the employee as regards healthcare coverage; and

WHEREAS, it is necessary to establish the options available to employees and their dependents for the year ending 2023; and

WHEREAS, the proposed coverage particulars are fully set forth in Exhibit "A" as to Plan Options 1 and 3 and in Exhibit "B' hereto as to Plan Option 2; and

WHEREAS, approval of the coverage particulars as set forth in Exhibit "A" as to Plan Options 1 and 3 and in Exhibit "B" hereto as to Plan Option 2 is recommended as being in the best interest of the City of Gulfport.

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

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

SECTION 2. That the City shall hereby approve three health insurance plan options for its employees and their dependents covered in the city's health insurance program as more fully set forth in Exhibit "A" as to Plan Options 1 and 3 and in Exhibit "B" hereto as to Plan Option 2,

and that the Mayor be, and he is hereby, authorized to execute and deliver any and all documents as may be required to effectuate the same, if any, on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

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

CURRENT MEDICAL INSURANCE

MEDICAL INSURANCE

CARRIER: SELECT ADMINISTRATIVE SERVICES (SAS)
PLAN OPTIONS: TRIPLE (3) PLAN OPTIONS AVAILABLE
IN-STATE NETWORK: www.firstchoiceselect.com
OUT-OF-STATE NETWORK: www.myfirsthealth.com
NETWORK TYPE: FIRST HEALTH NETWORK

Please refer to the official plan documents for additional information on coverage and exclusions.

COVERED BENEFITS	PLAN OPTION 1		PLAN OPTION 2		PLAN OPTION 3	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Year Deductible: Individual/Family	$500 Individual $1,500 Family	$2,000 Individual $6,000 Family	$1000 Individual $3,000 Family	$3,000 Individual $6,000 Family	$2,000 Individual $6,000 Family	$6,000 Individual $18,000 Family
Coinsurance	80%	50%	80%	50%	80%	50%
Out of Pocket Maximum Individual/Family (includes deductible, coinsurance, and RX copays)	$6,600 Individual $13,200 Family		$6,600 Individual $13,200 Family		$6,600 Individual $13,200 Family	
Preventive Care	Plan pays 100%	Benefit Not Available	Plan pays 100%	Benefit Not Available	Plan pays 100%	Benefit Not Available
Physician Services Primary Care / Specialist	$25 / $25 copay	50% after deductible	$40 / $40 copay	50% after deductible	$40 / $40 copay	50% after deductible
Urgent Care	$25 copay	50% after deductible	$40 copay	50% after deductible	$40 copay	50% after deductible
Emergency Room	**In-Network:** $125 copay, deductible & coinsurance				**Out-of-Network:** 50% after deductible	
Inpatient Services	80% after deductible	50% after deductible	80% after deductible	50% after deductible	80% after deductible	50% after deductible
Outpatient Surgery	80% after deductible	50% after deductible	80% after deductible	50% after deductible	80% after deductible	50% after deductible
Prescription Drug Coverage	Tier 1: $12.00 Tier 2: $25.00 Tier 3: $40.00 Tier 4: $100.00	Participating Pharmacies Only	Tier 1: $12.00 Tier 2: $25.00 Tier 3: $40.00 Tier 4: $100.00	Participating Pharmacies Only	**Mandatory Generic** Tier 1: $12.00 Tier 2: $25.00 Tier 3: $40.00 Tier 4: $100.00	Participating Pharmacies Only

ALTERNATIVE MEDICAL INSURANCE

MEDICAL INSURANCE

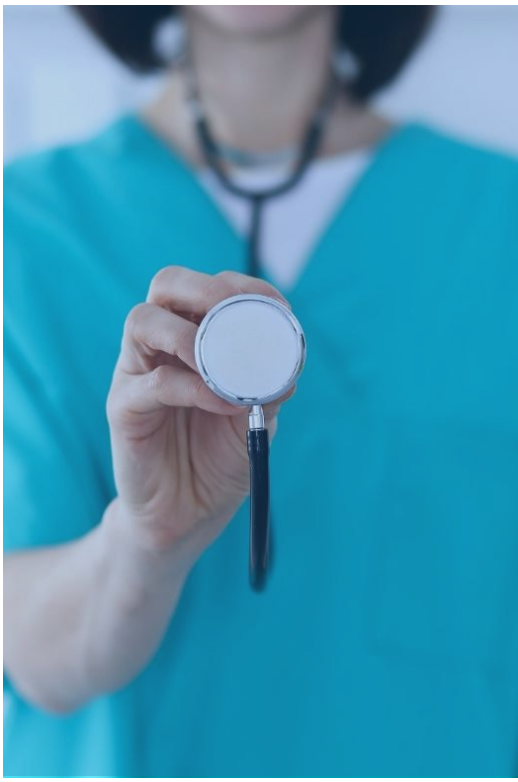
CARRIER: SELECT ADMINISTRATIVE SERVICES (SAS)
PLAN OPTIONS: TRIPLE (3) PLAN OPTIONS AVAILABLE
IN-STATE NETWORK: www.firstchoiceselect.com
OUT-OF-STATE NETWORK: www.myfirsthealth.com
NETWORK TYPE: FIRST HEALTH NETWORK

Please refer to the official plan documents for additional information on coverage and exclusions.

COVERED BENEFITS	PLAN OPTION 1		PLAN OPTION 2		PLAN OPTION 3	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Year Deductible: Individual/Family	$500 Individual $1,500 Family	$2,000 Individual $6,000 Family	$0 Individual $0 Family	$3,000 Individual $9,000 Family	$2,000 Individual $6,000 Family	$6,000 Individual $18,000 Family
Coinsurance	80%	50%	100% 70% Durable M.E. and in office Surgical	50%	80%	50%
Out of Pocket Maximum Individual/Family (includes deductible, coinsurance, and RX copays)	$6,600 Individual $13,200 Family		$7,350 Individual $14,700 Family	Unlimited	$6,600 Individual $13,200 Family	
Preventive Care	Plan pays 100%	50% after deductible	Plan pays 100%	50% after deductible	Plan pays 100%	50% after deductible
Physician Services Primary Care / Specialist	$25 / $25 copay	50% after deductible	$20 / $50 copay	Deductible & 50% Coinsurance	$40 / $40 copay	50% after deductible
Urgent Care	$25 copay	50% after deductible	$40 copay	50% after deductible	$40 copay	50% after deductible
Emergency Room	$125 copay, deductible & coinsurance	50% after deductible	$200 copay	$200 copay	$125 copay, deductible & coinsurance	50% after deductible
Inpatient Services	80% after deductible	50% after deductible	$700 copay	Deductible & 50% Coinsurance	80% after deductible	50% after deductible
Outpatient Surgery	80% after deductible	50% after deductible	See Summary		80% after deductible	50% after deductible
Prescription Drug Coverage	Tier 1: $12.00 Tier 2: $25.00 Tier 3: $40.00 Tier 4: $100.00	Participating Pharmacies Only	Tier 1: $12.00 Tier 2: $25.00 Tier 3: $40.00 Tier 4: $100.00	Participating Pharmacies Only	**Mandatory Generic** Tier 1: $12.00 Tier 2: $25.00 Tier 3: $40.00 Tier 4: $100.00	Participating Pharmacies Only

WHICH MEDICAL INSURANCE PLAN IS RIGHT FOR YOU?

Choosing the right medical plan is an important decision. Take the time to learn about your options to ensure you select the right plan for you and your family.



THINGS TO CONSIDER

1. Do you prefer to pay more for medical insurance out of your paycheck, but less when you need care?
2. Or, do you prefer to pay less out of your paycheck, but more when you need care?
3. What planned medical services do you expect to need in the upcoming year?
4. Are you able to budget for your deductible by setting aside pre-tax dollars from your Flexible Spending Account (FSA)?
5. Do you or any of your covered family members take prescription medications on a regular basis?

MEDICAL RATES	PLAN OPTION 1		PLAN OPTION 2		PLAN OPTION 3	
	EMPLOYEE / EMPLOYER CONTRIBUTION PER PAY PERIOD		EMPLOYEE / EMPLOYER CONTRIBUTION PER PAY PERIOD		EMPLOYEE / EMPLOYER CONTRIBUTION PER PAY PERIOD	
COVERAGE LEVEL	EMPLOYEE PORTION	EMPLOYER PORTION	EMPLOYEE PORTION	EMPLOYER PORTION	EMPLOYEE PORTION	EMPLOYER PORTION
Employee Only	$48.93	$263.90	$36.70	$210.99	$14.30	$174.97
Employee & Spouse	$161.24	$526.91	$120.94	$421.11	$103.11	$351.04
Employee & Child(ren)	$111.03	$409.33	$83.27	$327.21	$63.21	$272.32
Employee & Family	$236.56	$703.29	$177.42	$562.01	$168.74	$469.44

***Members can register on sas.vbagateway.com to access in-network providers, claims, explanation of benefit, ID card, and more.**

SUMMARY OF BENEFITS

Services	In-Network	Out-of-Network**
Lifetime Maximum Benefit	Unlimited	
Maximum Benefit per Calendar Year (CY)	Unlimited	
Out-of-Pocket Limit per CY Includes both medical and pharmacy services	$7,350 person/$14,700 family	Unlimited
Deductible per CY	$0/person	$3,000 /person
Physician and Allied Health Provider Services		
Office Services Primary Care Office Visits Specialists Office Visits Memorial Walk-In Clinic Lab, X-ray, and Mammograms MRI, CT, PET and Ultrasound Surgical procedures in the office Other services in the office (such as allergy testing, allergy injections, non-routine immunizations, and other diagnostic tests or services rendered in the office) Urgent Care Clinic	 $20 Co-pay $50 Co-pay $20 Co-pay No Co-pay $150 Co-pay (not per test) 30% Coinsurance $20 Co-pay $40 Co-pay	$3,000 Deductible and 50% Coinsurance
Physician Services Not in the Office Surgery not in the office Other Physician Services (such as anesthesiology, pathology, radiology, assistant surgery, and other professional services)	 No Co-pay No Co-pay	$3,000 Deductible and 50% Coinsurance
Maternity Services Physician Services for Obstetrical Care (Includes most prenatal, delivery and postpartum) Maternity Education Programs Benefit Maximum: $600 per C Y **Mental Health/Chemical Dependency Services** Office Visits Psychological Testing (per test)	 $350 Co-pay $40 Co-pay $20 Co-pay $100 Co-pay	$3,000 Deductible and 50% Coinsurance
Facility Services		
Outpatient Facility Services Most Labs, X-ray, Mammogram MRI,CT, PET and Ultrasound Ambulatory/OP Surgery Observation Stay (23-hour) Chemotherapy, Radiation, and TMS Therapies Sleep Study, Facility Other Outpatient Facility Services	 No Co-pay $150 Co-pay (not per test) $350 Co-pay $350 Co-pay $150 Co-pay (per series) $250 Co-pay $40 Co-pay	$3,000 Deductible and 50% Coinsurance
Inpatient Facility Services Hospital Admission Skilled Nursing Facility Services	 $700 Co-pay $700 Co-pay	$3,000 Deductible and 50% Coinsurance

Bariatric Surgery Facility Services	 $2000 Co-pay	Bariatric Surgery is not available at the Out-of-Network level
Mental Health/ Chemical Dependency Services Outpatient Facility Visits Partial Hospitalization Intensive Outpatient Programs Inpatient Admission Residential Care for Children and Adolescents	 $20 Co-pay $700 Co-pay $700 Co-pay $700 Co-pay $700 Co-pay	$3,000 Deductible and 50% Coinsurance
Emergency Care Services Emergency Department Visit Emergency Minor Care Visit Ambulance, Land or Air	 $200 Co-pay $100 Co-pay $200 Co-pay	 $200 Co-pay N/A $200 Co-pay
Other Services		
Preventive Care Services Includes preventive screenings, counseling, immunizations, and other preventive services as defined by the Affordable Care Act. For a list of services visit **https://www.healthcare.gov/what-are-my-preventive-care-benefits/**	Covered at 100%	$3,000 Deductible and 50% Coinsurance
Diabetic Services Diabetic Education Diabetic Foot Care Diabetic Supplies Insulin Pumps	 $40 Co-pay $50 Co-pay 30% Coinsurance $250 Co-pay	$3,000 Deductible and 50% Coinsurance
Rehabilitation Services Physical, Occupational, and Speech Therapy **Cardiac Rehabilitation Services** Benefit Maximum: 36 sessions within 12 consecutive weeks	$20 Co-pay $20 Co-pay	$3,000 Deductible and 50% Coinsurance
Durable Medical Equipment and Prosthetic Medical Appliances Rental or Purchase Ostomy Supplies	 30% Coinsurance 30% Coinsurance	$3,000 Deductible and 50% Coinsurance
Routine Vision Exam, including Refraction Benefit Maximum: one exam per person per CY	$50 Co-pay	$50 Co-pay
Other Services **Home Health Services, per visit** **Hospice Services, Outpatient** **Kidney Dialysis Services** **Limited Dental Services for Accidental Injury** Benefit Maximum: $500 per CY	 $40 Co-pay $40 Co-pay $40 Co-pay $40 Co-pay	$3,000 Deductible and 50% Coinsurance

City of Gulfport

City Council Members

Effective January 1st 2023,

It is our recommendation (BXS Insurance):

- To replace current option 2 with new option 2 shown under “Alternative Medical Insurance” Exhibit.

- Keep current premiums and funding levels the same for all plans.

New option 2 will lower the cost for the employees that stay within the community health plan network. This includes all Memorial and Biloxi Merritt Health facilities. All procedures under the “New option 2” will receive an additional 10-15% discount on inpatient and outpatient procedures/ Services.

The cost for the employees at the time of claim, under the new option, will reduce significantly in most scenarios. The additional Discounts under this plan, by using the limited network, projects an additional $50 - $60K savings to the new plan option 2 vs. current plan option 2. If there is a procedure that an employee or dependent needs, which is not offered through the limited network, then it will be referred out and treated as if it were in-network.

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 MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION REGARDING DISBURSEMENT OF FUNDS ASSOCIATED WITH THE BUILD GRANT PROJECT PURSUANT TO HOUSE BILL 1353 AND AUTHORITY TO EXECUTE THE SAME, AND TO OPEN A SEPARATE BANK ACCOUNT FOR RECEIPT OF THE FUNDS, AND FOR RELATED PURPOSES

WHEREAS, the Legislature of the State of Mississippi, during its regular 2022 session, pursuant to HB 1353, paragraph (xxxxxxxxx), appropriated $3,500,000.00 to the City of Gulfport to "assist in paying costs associated with the Interconnecting Gulfport project related to the federal BUIKD grant route, to include Pool [sic] Street Extension, Creosote Road Extension, and Daniel Boulevard Extension"; and

WHEREAS, it is necessary to establish agreed upon conditions under which the State of Mississippi Department of Finance and Administration (DFA) may disburse funds to assist the City of Gulfport in paying costs, as delineated, associated with the Project; and

WHEREAS, the DFA presented a Memorandum of Understanding (See Exhibit "A" attached) to the City to establish the aforementioned conditions, and the same has been reviewed and is believed to be in the best interest of the City of Gulfport that the City enter into the same with the DFA.

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 Memorandum of Understanding 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, subject to the final approval of the Legal Department, any and all other related documents that may be required, by the Mississippi Department of Finance, to be executed are hereby authorized to be executed by the Mayor or other required official of the City of Gulfport.

Section 4. That the City of Gulfport be authorized to accept the funding set forth herein from the State of Mississippi and to open a separate bank account at the City's duly approved depository for said funds and to authorize the Mayor, the Chief Administrative Officer and/or the Director of Finance and Accounting to be the signatories on the account.

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 as provided by 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

Government

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the City of Gulfport for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Gulfport in paying costs associated with the local project (hereinafter the "Project") specified in Section 25(xxxxxxxxx) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed $3,500,000.00 (hereinafter the "Project Funds"), for the Project. (**PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.**)

RECITALS

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session, authorized expenditures from the 2022 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 25(xxxxxxxxx) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, the Legislature has appropriated funds to the City of Gulfport to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2022 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Gulfport shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Gulfport to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the City of Gulfport is subject to the State's procurement laws; and

WHEREAS, the City of Gulfport agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Gulfport agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Gulfport will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Gulfport agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Gulfport shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the City of Gulfport that the funds on deposit in the 2022 Local Improvements Projects Fund for the City of Gulfport should be disbursed to the City of Gulfport and that the City of Gulfport shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF GULFPORT AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2022 Local Improvements Projects Fund upon written request of the City of Gulfport to pay the costs associated with the Project.

Section 2. The City of Gulfport certifies and agrees to make every effort to expend all funds received from the 2022 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Gulfport to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The City of Gulfport agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Gulfport is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Gulfport agrees to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Gulfport agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Gulfport shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Gulfport agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2022 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The City of Gulfport agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Gulfport will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Gulfport agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Gulfport
Attn: Billy Hewes, Mayor
Post Office Box 1780
Gulfport, Mississippi 39501
Telephone: 228-868-5705 ext. 7
Email: tharman@gulfport-ms.gov

Mississippi Department of Finance and Administration
Attn: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____ Date: _____
Liz Welch, Executive Director

CITY OF GULFPORT

By: _____ Date: _____
Billy Hewes, Mayor

EXHIBIT A

The City of Gulfport shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).

2. The Program of Work for the Project.

3. All solicitation documents (RFQ, RFP, IFB, etc.).

4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.

5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.

6. All contracts awarded for the Project.

7. All bank statements.

8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

Memorandum – City of Gulfport
PUBLIC WORKS AND ENGINEERING

To: Jessica Versiga, Purchasing

CC: Mayor Billy Hewes
Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Jeff Bruni, Esq, City Attorney

From: Wayne E. Miller, P.E., Director of Public Works and Engineering WEM

Date: 9/14/2022

Re: **Recommendation to Approve Addendum No. 5 to the Contract Agreement for Services - Neel Schaffer, Inc.**
– Project Number FBLD-9159-00(001)LPA 108419-811000, Harrison County
– Interconnecting Gulfport BUILD Grant

Attached for your consideration is Addendum No. 5 to the Contract Agreement for Engineering Services with Neel Schaffer, Inc. for the referenced project. The addendum extends the current contract time from September 30, 2022 to April 30, 2023. There is NO cost for this change. The scope of the services includes, but is not limited to, all necessary professional services required to complete environmental studies (environmental assessment), all necessary field surveying, permitting, the determination of required Right-of-Way limits, centerline soil profile, geotechnical investigation (at bridges), roadway and bridge design. The consultant shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The project shall be designed to install approximately 1.4 miles of a 4-lane boulevard roadway and approximately 1.6 miles of 2-lane roadway with lighting, storm drain improvements, multimodal paths, signals, raised median, roundabouts, and other street improvements.

I recommend approval of this addendum.

Attachment:
1. Addendum No. 5 to Contract Agreement for Engineering Services

ADDENDUM No. 5 TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
City of Gulfport & Neel-Schaffer, Inc.

This Addendum is made a part of the Professional Services Contract entered into by and between the ***City of Gulfport*** (known as the "LPA") and ***Neel-Schaffer, Inc.*** (known as the "CONSULTANT"), whose address is ***772 Howard Avenue, Biloxi, MS 39530*** signed by CONSULTANT on February 13, 2020, and signed by LPA on March 16, 2020.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the ***City of Gulfport*** and ***Neel-Schaffer, Inc.,*** do by entering into this Addendum mutually agree to further amend ARTICLE III. CONTRACT TERM of the original contract as afore described herein, in order to extend the Contract Term or period of performance of the Professional Services Contract, said Professional Services Contract is amended as set out below:

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Neel-Schaffer, Inc. for environmental documentation and preliminary design of Interconnecting Gulfport BUILD Grant roadway project, MDOT Project Number FBLD-9159-00(001)LPA 108419-811000, Harrison County will change from September 30th, 2022 at 11:59 P.M. to April 30, 2023 at 11:59 P.M.

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the _____ day of _____ 2022.

_____
Billy Hewes, Mayor

WITNESS this my signature in execution hereof, this the 14th day of September 2022.

_____
Steve Twedt, PE

Attested By:

_____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2022, the following Resolution:

A RESOLUTION BY THE GOVERNING AUTHORITY OF THE CITY OF GULFPORT, MISSISSIPPI TO APPROVE ADDENDUM NO. 5 TO AGREEMENT BETWEEN THE CITY OF GULFPORT AND NEEL-SCHAFFER, INC. FOR PLANNING AND ENVIRONMENTAL SERVICES IN CONNECTION WITH THE BUILD – INTERCONNECTING GULFPORT PROJECT, TO AUTHORIZE THE MAYOR (OR DESIGNEE) TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi ("City") has been engaged in the BUILD – Interconnecting Gulfport Project, a project to connect various parts of the City, more specifically the north and south parts of the City that are intersected by Interstate 10, and which Interstate transects the entire middle width of the City and which further has historically adversely affected the mobility and movement of citizens and visitors to the City alike, especially during times of emergency; and

WHEREAS, Neel-Schaffer, Inc., was selected as the Planning and Environmental Services consultant for the BUILD – Interconnecting Gulfport Project, and an agreement for Planning and Environmental Services between Neel-Schaffer, Inc., and the City of Gulfport for the BUILD – Interconnecting Gulfport Project was approved by the Gulfport City Council on February 18, 2020; and

WHEREAS, the aforementioned agreement, as amended by Addendum No. 4, expires on or about September 30, 2022, and it is necessary to extend the same through April 30, 2023, at no additional cost to the City, to allow for completion of the scope of work contemplated therein.

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

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

SECTION 2. That the proposed Addendum No. 5 to the agreement between Neel-Schaffer, Inc., and the City of Gulfport, Mississippi, for Planning and Environmental Services in connection with the BUILD – Interconnecting Gulfport Project be, and the same is hereby, approved in substantially the form

attached as Exhibit "A" hereto and found to be in the best interests of the City, and that the Mayor or his designee be, and he is hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

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

DEPARTMENT OF
FINANCE AND
ACCOUNTING

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

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

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor

FROM: Leonard Papania, Chief Administrative Officer

DATE: September 14, 2022

RE: Original Budget Submittals

As requested by Council, attached are budget submittals and requests from City departments / the administration for the FY2023 budget and from which the Council gave consideration and included in its deliberations prior to adoption of the final budget for FY2023 this past Monday, September 12, 2022. At the request of Legal, I am asking that this be acknowledged and placed in the minutes.

Please reach out if you have questions.